

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Monday, August 28, 2023, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The August 28, 2023 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 Acting Chairman Sobti at 3:12 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Gurvinder Sobti
Doyon A. Morato
Rosie R. Tainatongo
Jesse G. Garcia

Offices or positions:

Acting Chairman

Directors Absent:

Brian J. Bamba (Excused)
Donald I. Weakley (Excused)
Lucy M. Alcorn (Excused)

Chairman
Board Secretary

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Juan S.A. Reyes, A.C.E.
Raymond Mantanona
Rolenda Faasuamalie
Audie Artero
Debbie Ngacta
Ken McDonald
Joseph Javellana
Jenielle Meno

Executive Manager
Deputy Executive Manager
Airport Services Manager
Air Terminal Manager
ARFF, Chief
Marketing Administrator
Engineering Supervisor
General Accounting Supervisor
Properties & Facilities Superintendent
GIAA Property Management Office
Procurement Office

William Brennan
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
TMG, GIAA Consultant

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

Executive Manager Quinata announced that Management would like to make a recommendation to amend the agenda and table items 6D and 9B.

On motion duly made by Director Tainatongo, seconded by Director Garcia the following resolution was unanimously passed:

Resolution No. 23-48

The Board hereby amends the agenda of the August 28, 2023 regular meeting, to table items 6D and 9B until the next regular Board meeting.

3. APPROVAL OF MINUTES

A. July 28, 2023 - Regular Meeting

On motion duly made by Director Garcia, seconded by Director Tainatongo, the following resolution was unanimously passed:

Resolution No. 23-49

The Board hereby approves the minutes of the July 28, 2023 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

A. Approval of GIAA Operating Budget FY2024

The first item requiring Board action, was the approval of GIAA's Operating Budget for fiscal year 2024. The Board was provided the draft Budget for review. The Deputy Executive Manager provided a presentation via power point for the Board's information. A number of key points were summarized by Deputy Executive Manager Hernandez: Airline forecast for enplaned passengers for Fiscal Year 2023 Budget is 1.41M, from an actual of 914K in FY2023. Signatory Airline cost per enplanements (CP), was increased to \$28.63 from current CP of \$23.81. Total Airport Revenues are forecasted to increase from an estimated \$54M in Fiscal Year 2023 to \$74.6M in Fiscal Year 2024. Debt service coverage ratio is required by GIAA's Bond Indenture to be 1.25x. FY23 is estimated at 1.28x. For FY24 it is estimated at 1.81x. Operations and

Maintenance (O&M) expenses are projected to increase in FY24 to \$56.5M. 49% Contractual and 45% Personnel services, Materials and Supplies at 6%, Other operating expenses at 1%. The Deputy Executive Manager explained that an increase in passenger traffic, requires an increase in costs. The increase requested for Operations and Maintenance is \$5M, for items such as power, and insurance coverage. Brief discussion on Typhoon Mawar related damages and expenses then occurred.

Mr. Frank Santos gave a brief presentation on Capital Improvement Projects for Fiscal Year 2024. Mr. Santos updated the Board on fourteen (14) projects, totaling \$85.5M. Mr. Santos added that \$75.4M is federally funded, with \$10.1M from GIAA's CIP fund. Each project is subject to funding availability, and if federally funded under a grant the FAA is required to issue and execute the grant. Mr. Santos provided the projects and budget for each project in order of priority, beginning with the Terminal Roof Replacement, with a budgeted amount of \$29,036,742.00, \$26.1M of which is anticipated to be federally funded. Brief Discussion followed with the Acting Chairman asking for clarification regarding priorities. Mr. Santos replied that Projects 1-9 are federally funded, 90% FAA, 10% Airport. Projects 10-14 are subject to funding availability. Discussion moved to the Airport Master Plan, with the Deputy Executive Manager advising the Board there are short-, medium- and long-term- projects listed in the Master Plan, with a goal to get more of the short-term projects (1-5 years) completed.

Before moving to rates and charges, the Deputy Executive Manager advised that at the April Board Meeting, the Board approved the Pay Study completed by Alan Searle. The motion was to incorporate the pay scale into the FY2024 budget, and to be effective no earlier than October 1, 2023. Discussion ensued regarding implementation of the pay study as the Airport continues to recover from COVID-19 and Typhoon Mawar. The Deputy Executive Manager announced that the pay adjustments for employees will be effective as of January 2024, and that this was also a factor with regard to the increase of the O&M budget of \$5M.

The Deputy Executive Manager advised the Board that FY2023 proposed rates and charges were also provided in the Board's packet as an attachment to the budget for the Board's consideration, and gave a brief presentation on the same.

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

Resolution No. 23-50

The Board hereby approves the Operating Budget for Fiscal Year 2024, and Airport Tariff Schedule for Fiscal Year 2023, as presented, subject to adjustments with thirty (30) days' notice.

- B.** Approval of Award for Grounds Maintenance Services – Non Secured Areas – IFB No. GIAA-005-FY23

The next item on the agenda was the approval of the bid award for Approval of Award for Grounds Maintenance Services – Non Secured Areas under Invitation for Bid No. IFB-005-FY23.

The Deputy Executive Manager provided background information to the Board on the referenced IFB. Twelve (12) firms and/or individuals purchased or downloaded the bid package and two (2) firms submitted a bid before the submission deadline. As required by Guam Procurement Regulations, the bids were publicly opened and read aloud by GIAA procurement staff in the presence of the bidder. The result of the bid price submittals are as follows in the order they were received and opened:

Bidder: SHIBY Inc., dba Guahan Clean Master1		
Service Area	Frequency of Services	Bid Amount
Area 2 (Non-Secured Areas)	A) 12 months - 1 service per month	\$397,805.52
	B) 6 months - 1 additional services per month (during rainy season)	\$198,902.76
Total Area: +/- 338.27 areas	Total Bid Amount (A+B=C)	
	Total Cuts per year Total 18	\$596,708.28
Bidder: Proferre, Inc.		
Service Area	Frequency of Services	Bid Amount
Area 2 (Non-Secured Areas)	A) 12 months - 1 service per month	\$228,178.00
	B) 6 months - 1 additional services per month (during rainy season)	\$117,510.00
Total Area: +/- 338.27 areas	Total Bid Amount (A+B=C)	
	Total Cuts per year Total 18	\$345,688.00

Pursuant to Section 13 of the Instructions to Bidders, the contract is to be awarded as soon as possible to the responsible bidder with the lowest Total Bid Price and provided the bid is reasonable and is in the best interest of GIAA to accept it.

To determine the responsiveness of bidders, the bid package specified the required equipment, experience and required documents that bidders must submit with their bid packages.

The attached abstract illustrates the inventory of required documents and the bidder's submittal. SHIBY, Inc. dba Guahan Clean Master1: The bidder submitted a copy of their applicable license. The Bidder's Qualification Statement form included a list of equipment and projects within the last five years similar to the services solicited with resumes attached. All other required documents were complete and in conformance with the Invitation for Bid. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Proferre, Inc.: The bidder submitted a copy of their applicable license. The Bidder's Qualification Statement form included a list of equipment and projects within the last five years similar to the services solicited with resumes attached. All other required documents were complete and in conformance with the Invitation for Bid. Their bid was found to be responsive and the bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

The lowest Total Bid was submitted by Proferre, Inc. in the amount of \$345,688.00 per year. Funding for this contract is available under the Properties & Facilities Division O&M Budget.

Management recommends the contract award in the amount of \$345,688.00 per year for the GIAA Non-Secured Areas to Proferre, Inc., who has been determined to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Law and Regulations. The contract term for this bid is for an initial term of one (1) year and may be renewed at GIAA's sole option, not to exceed the total potential contract term of up to three (3) years subject to the availability of funds.

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

Resolution No. 23-51

The Board hereby approves the bid award for Grounds Maintenance Services – Non Secured Areas under Invitation for Bid No. IFB-005-FY23 to Proferre, Inc. in the amount of \$345,688.00, as recommended by Management, subject to review by Legal Counsel.

- C. Ratification of FAA Grant Agreement No. 3-66-0001-117-2023 – Construct Aircraft Rescue and Fire Fighting Building

Mr. Frank Santos, GIAA Consultant presented FAA Grant Agreement No. 3-66-0001-117-2023, Construct Aircraft Rescue and Fire Fighting Building for ratification by the Board. Mr. Santos advised the Board that the facility is operational and that the Grant Agreement is strictly a reimbursement from the FAA to the Airport. The amount of the Grant is \$2,553,486.00, 90% FAA share and 10% Airport. The Agreement was executed on August 4, 2023.

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

Resolution No. 22-52

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of FAA Grant Agreement No. 3-66-0001-117-2023, Construct Aircraft Rescue and Fire Fighting Building in the amount of \$2,553,486.00.

- D. Approval of Legal Services Invoice No. 81174 – *TABLED*

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 Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

8. REPORT OF THE COMPTROLLER

At this time Deputy Executive Manager Hernandez gave a brief update on GIAA's audit. The FY2022 Audit was released on August 25, 2023 by the OPA. At the July Board meeting Ernst & Young, LLP, GIAA's Auditor presented the outcome of the Audit to the Board, which was a clean audit. The Deputy Executive Manager announced that there were slight adjustments to Airports numbers, however nothing significant that would change the outcome of the Audit. GIAA was the 5th agency to get their Audit out this year. The Government-wide audit is yet to be released.

9. EXECUTIVE SESSION

Upon written recommendation of Counsel, on motion duly made by Director Garcia, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 4:37 p.m.

A. CV0441-23 A.B. Won Pat International Airport Authority, Guam v. Micronesian Aviation Systems, Inc.

The Board convened into Executive Session at 4:45 p.m. to discuss CV0441-23 A.B. Won Pat International Airport Authority, Guam v. Micronesian Aviation Systems, Inc. Attending Executive Session were Directors Sobti, Morato, Tainatongo, Garcia, Executive Manager Quinata, and Legal Counsel, William Brennan. Also present was the court reporter who will prepare a transcript of the Executive Session. Executive Session ended at 4:56 p.m.

B. DFS Guam L.P. related litigation to which GIAA is or may be a party – *TABLED*

All Board members present in the conference room. Motion to return to regular session duly made by Director Morato, seconded by Director Tainatongo; motion unanimously passed. Regular Session began at 4:56 p.m.

Based on discussion during Executive Session, there were matters requiring Board action.

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

Resolution No. 23-53

The Board hereby authorizes Management to have settlement authority over the claims raised in CV0441-23, GIAA vs. Micronesian Aviation Systems, Inc. and to take all actions Management deems appropriate to recover possession of the premises subject to such litigation, to settle any claims subject to such litigation, and to satisfy any judgement entered in said matter.

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

Resolution No. 23-54

The Board hereby authorizes the Complaint in CV0441-23, without Exhibits, to be made a part of the Board Packet to be posted on GIAA's website for this meeting and for other purposes, and that GIAA maintain the Complaint with Exhibits as part of the physical file for this meeting.

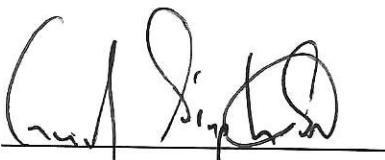
10. PUBLIC COMMENTS

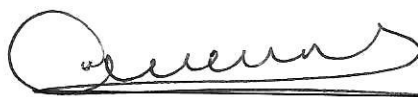
There were no Public Comments.

11. ADJOURNMENT

Motion to adjourn duly made by Director Garcia, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 5:01 p.m.

Dated this 5TH, day of OCTOBER, 2023.


Gurvinder Sobti
Acting Chairman

Attest:

Donald I. Weakley
Board Secretary

Prepared and Submitted By:


Amanda O'Brien
Corresponding Secretary

WILLIAM B. BRENNAN, ESQ.
ARRIOLA LAW FIRM
259 MARTYR STREET, SUITE 201
HAGĀTÑA, GUAM 96910
TEL: (671) 477-9730/33
FAX: (671) 477-9734
attorneys@arriolafirm.com

Counsel for Plaintiff
A.B. Won Pat International Airport
Authority, Guam

FILED
SUPERIOR COURT
OF GUAM

2023 AUG -7 PH 4:02

CLERK OF COURT

BY: _____

**IN THE SUPERIOR COURT OF GUAM
TERRITORY OF GUAM**

ARRIOLA LAW FIRM HAGĀTÑA, GUAM 96910

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

Plaintiff,

vs.

**MICRONESIAN AVIATION
SYSTEMS, INC.,**

Defendant.

CIVIL CASE NO.: _____

CV 0441-23

**VERIFIED COMPLAINT FOR
UNLAWFUL DETAINER**

COMES NOW, the A.B. Won Pat International Airport Authority, Guam ("GIAA"), by and through its attorneys, Arriola Law Firm, and for its Complaint against Micronesian Aviation Systems, Inc. ("MAS"), hereby alleges as follows:

I. JURISDICTION

1. Jurisdiction over the claims arising in this action is proper in this Court pursuant to 7 G.C.A. § 3105, as amended.
2. This is an action for Unlawful Detainer brought pursuant to 21 G.C.A. § 21103(a) et seq. for real property located in Gaum.

///

II. PARTIES

3. GIAA is a public corporation and autonomous instrumentality of the Government of Guam, with the power to sue in its own corporate name. See 12 G.C.A. § 1105(h).
4. Upon information and belief, MAS is a Guam corporation duly registered to do business in Guam with its principal place of business in Guam.

III. FACTUAL ALLEGATIONS

5. On August 17, 2018, MAS entered into a written Space Lease Agreement ("the Lease") numbered GIAA-PMLSE 505 with GIAA for the following described premises:

A portion of Building Nos. 17-80 encompassing a total of 2,270 square feet of space as depicted in GIAA drawing and incorporated into the Lease ("the Premises").

6. A copy of the Lease is attached hereto, marked as Exhibit "A", and is incorporated herein by reference.
7. The Lease encompassed a grant of tenancy and possession of the Premises vesting to MAS, in return for the monthly payment of rent to be paid by MAS to GIAA for a term commencing on August 17, 2018 and expiring on August 16, 2020.
8. The Lease has been held over on a month-to-month basis with MAS continuing its possession and occupancy of the premises, with the last payment toward rent made on August 19, 2020, and MAS continuing to possess and occupy said property as of the date of this writing, in breach of its obligation under the Lease.
9. As of July 1, 2023, MAS has an outstanding balance of past due rent, utilities, landing and parking fees and interest due to GIAA under the Lease of \$145,503.15 and \$40,767.15 in interest. A statement of MAS' past due account as of July 1, 2023 is attached hereto as Exhibit B.

10. GIAA repeatedly requested MAS to make payment of all monies owed under the Lease. Correspondence from GIAA to MAS to this effect is attached hereto and marked collectively as Exhibit C. Yet, MAS has failed and refused to pay the monies owed.
11. MAS has also failed to provide satisfactory proof of insurance coverage to GIAA, as required by the Lease.
12. Due to MAS' failure to satisfy their obligations of rental and other payments due to GIAA and for breach of other provisions of the Lease as aforementioned, GIAA through counsel, drafted a five (5) day Notice of Demand for Past Due Amounts or to Quit Possession and Surrender Premises that was served on MAS on May 8, 2023. A copy of the Notice is attached hereto and marked as Exhibit D, and is incorporated herein by reference. Proof of service on MAS by multiple methods is attached hereto and marked collectively as Exhibit E.
13. MAS requested and was denied an extension to GIAA's demand and remains in default of their obligations to GIAA. MAS also has retained possession and failed to vacate and surrender possession of the Premises up to the date of the filing of this Complaint, such default prompting the instant Unlawful Detainer action.
14. GIAA submits that MAS' failure and refusal to pay the amounts due to GIAA is wrongful, oppressive, unwarranted, and without just cause, and MAS' continued possession of the Premises despite of the foregoing facts of default constitutes injustice.
15. As a direct and proximate result of MAS' oppressive and unwarranted acts as aforesaid, GIAA suffered general damages for the loss of monies due and owing under the terms and conditions of the Lease between the parties, in the amount stated on Exhibit B as of July 1, 2023, and in additional amounts that continue to accrue as of and after the date of filing this Complaint.

16. As a further direct and proximate result of MAS' wrongful, oppressive and unwarranted acts as aforesaid, GIAA is entitled to both at law and in equity to termination of the Lease between the parties and immediate possession of the demised premises.
17. As a further direct and proximate result of MAS' wrongful, oppressive and unwarranted acts as aforesaid, GIAA is entitled by statute, specifically Title 21 G.C.A. § 21115, and upon the discretion of the Court, for up to treble the amount of rent due and owing from MAS as assessed damages.
18. GIAA has incurred attorneys' fees in pursuing this action and is entitled to reimbursement for such expenditures pursuant to Paragraph 27.08 of the Lease.

IV. REQUEST FOR RELIEF

WHEREFORE, GIAA seeks relief and judgment against Defendants as follows:

- A. For an immediate hearing pursuant 21 G.C.A. § 21120;
- B. For judgment against MAS, and any and all other unlawful occupants of the premises, for Unlawful Detainer;
- C. For judgment against the Defendants in the total amount of monies due and owing Plaintiff under the Lease between the Parties, to include any interest and other fees due thereon at law or in equity, or any probations thereof, in such amounts which may be proven at trial, up to the date of rendition of Judgment herein;
- D. For judgment against MAS terminating the contract for Lease between the Parties, and further authorizing a writ of possession to issue in the Plaintiff's favor granting immediate possession of the Premises until the same, free and clear of any and all liens and encumbrances which have incurred or may in the future arise as a result of the use and tenancy of the Premises by MAS;

- E. For an award of treble the amount of rent due to Plaintiff, as assessed damages against Defendant as available by law;
- F. For pre-judgment and post-judgment interest; and
- G. For reasonable attorney's fees, costs of collection, and court costs, as allowed under the Lease; and
- H. For such other relief as the Court may deem just and proper.

Dated this 7th day of August, 2023.

ARRIOLA LAW FIRM
Attorneys for Plaintiff
A.B. Won Pat International Airport Authority, Guam

By: 
WILLIAM B. BRENNAN

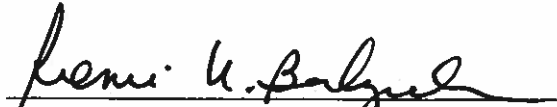
VERIFICATION

Guam, U.S.A.,)
City of Hagåtña.) ss:

John M. Quinata, being duly sworn, deposes and says that he is the Executive Manager and authorized representative of the A.B. Won Pat International Airport Authority, Guam, and that he has read the foregoing Verified Complaint for Unlawful Detainer and knows the contents thereof, and the same is true of his knowledge as the Executive Manager of the A.B. Won Pat International Airport Authority, Guam; except as to those matters which are therein stated on his information and belief, and as to those matters, he believes them to be true.


JOHN M. QUINATA

SUBSCRIBED AND SWORN to before me this 4th day of August, 2023, by John M. Quinata.


NOTARY PUBLIC

ROSIE U. BALAJADIA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JUNE 16, 2024
P.O. Box 8770 Tamuning Guam 96931

Exhibit A



Space Lease Agreement

(GIAA-PMLSE 505)

by and between

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

and

MICRONESIAN AVIATION SYSTEMS, INC.

TABLE OF CONTENTS

Preamble	1
Recitals	1
Agreement.....	1
 ARTICLE 1 – DESCRIPTION OF PREMISES	
1.01 Description	1
1.02 Ingress and Egress	1
1.03 Reservation of Aviation Rights.....	2
1.04 Title to Existing Improvements.....	2
1.05 Quiet Title	2
1.06 Rules and Regulations	2
1.07 Termination of Agreement for Airport Purposes.....	2
 ARTICLE 2 – USE OF PREMISES	
2.01 Use	2
2.02 Cancellation of Insurance; Increase in Insurance Rates.....	2
2.03 Compliance with Laws	3
2.04 Security Compliance	3
2.05 Limitation on Signage	3
2.06 Acknowledgment of Environmental Conditions	3
2.07 NEPA Restrictions	3
2.08 No Waste	3
 ARTICLE 3 – SERVICES AND UTILITIES	
3.01 Services and Utilities.....	3
 ARTICLE 4 – TERM OF LEASE	
4.01 Term.....	4
4.02 Subject to Quitclaim Deed	4
 ARTICLE 5 – RENT	
5.01 Rent.....	4
5.02 Credit for Improvements to Premises	4
5.03 Fees and Charges	4
5.04 GIAA's Lien	4
5.05 Place of Payments	4
5.06 Security Deposit	5
 ARTICLE 6 – PERFORMANCE OF GIAA'S DEED OBLIGATIONS	
6.01 Performance of GIAA's Deed Obligations	5
 ARTICLE 7 – CONDITION OF PREMISES	
7.01 As Is, Where Is.....	5
 ARTICLE 8 – MAINTENANCE AND REPAIRS	
8.01 Maintenance and Repairs.....	5
 ARTICLE 9 – CASUALTY DAMAGE OR INJURY	
9.01 GIAA's Option to Rebuild or Repair.....	5

9.02	Damage by LESSEE.....	6
ARTICLE 10 – ALTERATIONS, ADDITIONS OR IMPROVEMENTS		
10.01	Prior Consent Required	6
10.02	Radar Screening	6
ARTICLE 11 – INDEMNIFICATION BY LESSEE		
11.01	No Liability.....	6
11.02	Indemnity - General.....	6
11.03	Exception for UNITED STATES or GIAA Caused Environmental Impacts and Damage	7
ARTICLE 12 – INSURANCE AND DESTRUCTION		
12.01	LESSEE's Insurance.....	7
12.01.01	Comprehensive General Liability Insurance.....	7
12.01.02	Fire Legal Liability Insurance	7
12.01.03	Business Auto Liability Insurance	7
12.01.04	Workers Compensation	7
12.02	Policy Provisions	7
12.03	Delivery of Policies.....	8
ARTICLE 13 - LIENS		
13.01	Liens.....	8
ARTICLE 14 – ACCESS TO PREMISES		
14.01	Inspection and Monitoring.....	8
ARTICLE 15 – ASSIGNMENTS AND SUB-LEASES		
15.01	Prohibition Against Assignment, Sub-letting and Encumbering.....	8
ARTICLE 16 – ENVIRONMENTAL PROVISIONS		
16.01	Provisions	9
16.01.01	Investigations and Surveys	9
16.01.02	Inspection.....	9
16.01.03	Test and Survey	9
16.01.04	Monitoring.....	9
16.01.05	Stockpiling.....	9
16.02	Health and Safety Plan	9
16.03	Applicable Federal and Local Laws, Regulations and Standards.....	10
16.04	Environmental Permits.....	10
16.05	Hazardous Waste Management	10
16.06	Hazardous Waste Oil and Chemical Spill Plan	10
16.07	Subsurface Activity.....	11
16.08	Hold Harmless.....	11
16.09	Asbestos Disposal Plan	11
16.10	Asbestos Removal	11
16.11	Asbestos	11
16.12	Lead-Based Paint	12
16.13	Radon.....	12
16.14	General.....	12

ARTICLE 17 - DEFAULT

17.01	Events on Default.....	13
17.01.01	Rent Not Paid.....	13
17.01.02	Abandonment.....	13
17.01.03	Assignment	13
17.01.04	Other Conditions	13
17.02	Notices	13
17.03	GIAA's Remedies.....	13
17.03.01	LESSEE's Right to Possession Not Terminated	13
17.03.02	Termination of LESSEE's Right to Possession	14
17.03.02.01	Rent Due	14
17.03.02.02	Rent Until Award	14
17.03.02.03	Future Rent	14
17.03.02.04	Other Damage.....	14
17.03.03	GIAA's Right to Cure LESSEE's Default	14
17.03.04	Removal of Property	14
17.04	Waiver of Damages	15

ARTICLE 18 – TERMINATION BY UNITED STATES

18.01	Termination by UNITED STATES for Environmental Contamination	15
-------	--	----

ARTICLE 19 – TERMINATION BY LESSEE

19.01	Termination Due to Damage or Destruction.....	15
19.02	Termination for Interruption in LESSEE's Use or Possession	15

ARTICLE 20 – SURRENDER OF PREMISES

20.01	Removal of Property....	16
20.02	Abandoned Property	16
20.03	Holding Over	16

ARTICLE 21 – SUBJECT TO FAA REGULATIONS

21.01	Assurances	16
21.02	Non-Exclusive Rights.....	17
21.03	Subordination of Agreement.....	17
21.04	Consent to Amend	17

ARTICLE 22 – SUBORDINATION; ESTOPPEL

22.01	Automatic Subordination.....	17
22.02	Right to Estoppel Certificates	18
22.03	No Recording	18

ARTICLE 23 – NOTICES

23.01	Delivery	18
-------	----------------	----

ARTICLE 24 – LABOR PROVISIONS

24.01	Equal Opportunity	18
-------	-------------------------	----

ARTICLE 25 – GOVERNMENTAL REQUIREMENTS

25.01	Governmental Requirements - General.....	20
25.02	No Liability for Exercise of Powers	20
25.03	Non discrimination	20
25.04	Taxes and Other Governmental Charges.....	21
25.05	Non discrimination in Rates	21

ARTICLE 26 – DISPUTES

26.01	Disputes	21
-------	----------------	----

ARTICLE 27 – GENERAL PROVISIONS

27.01	Covenants	21
27.02	Provisions Deemed Covenants and Conditions	21
27.03	Survival of Representations and Warranties	21
27.04	Time of Essence	22
27.05	Calculation of Time	22
27.06	Cumulative Remedies	22
27.07	Waiver	22
27.08	Attorneys' Fees	22
27.09	Invalidity	22
27.10	Entire Agreement	22
27.11	Consent of Parties	22
27.12	Successors	22
27.13	Real Estate Brokers; Finders	22
27.14	Status of Parties on Termination of Agreement	23
27.15	Interpretation and Definitions	23
27.15.01	Number and Gender	23
27.15.02	Mandatory and Permissive	23
27.15.03	Caption	23
27.15.04	Term Includes Extensions	23
27.15.05	Premises	23
27.15.06	Parties	23
27.15.07	Subtenant	23
27.15.08	Other Definitions	23
27.15.08.01	Airport	23
27.15.08.02	Alterations	23
27.15.08.03	Authorized Representatives	23
27.15.08.04	Damage	24
27.15.08.05	Damages	24
27.15.08.06	Destruction	24
27.15.08.07	Encumbrance	24
27.15.08.08	Expiration	24
27.15.08.09	Good Condition	24
27.15.08.10	Hold Harmless	24
27.15.08.11	Law	24
27.15.08.12	Lender	24
27.15.08.13	Lien	24
27.15.08.14	Maintenance	24
27.15.08.15	Person	24
27.15.08.16	Provision	24
27.15.08.17	Rent	24
27.15.08.18	Restoration	25
27.15.08.19	Successor	25
27.15.08.20	LESSEE's Improvement	25
27.15.08.21	LESSEE's Personal Property	25
27.15.08.22	LESSEE's Trade Fixture	25
27.15.08.23	Term	25
27.15.08.24	Termination	25
27.16	Exhibits Incorporation in Agreement	25
27.17	Guam Law	25
27.18	Integrated Agreement	25
27.19	Agency	25
27.20	Binding Effects; Counterparts	25

Execution	26
-----------------	----

Exhibit A (Lease Exhibits)

Exhibit B (Rules & Regulations)

Exhibit C (Rent Schedule)

SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into effective August 17, 2018 by and between the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM, a public corporation and autonomous instrumentality of the Government of Guam, whose mailing address is Post Office Box 8770, Tamuning, Guam 96931 hereinafter referred to as "GIAA" or the "Authority" and MICRONESIAN AVIATION SYSTEMS, INC., whose mailing address is Post Office Box 10438 Tamuning, Guam 96931, hereinafter referred to as "LESSEE".

R E C I T A L S

WHEREAS, GIAA received from the UNITED STATES OF AMERICA ("UNITED STATES") ownership of portions of the former Naval Air Station, now referred to as Tiyan, Guam, described as A Lot Naval Air Station Agana R10", (Airport Parcel 1), Agana (Municipality of Barrigada), Guam consisting of an area of approximately 5,455,459 square meters or 1,348.068 acres, pursuant to that Quit Claim Deed dated September 25, 2000, and recorded in the Department of Land Management, Government of Guam, on October 6, 2000 under document number 628020 hereinafter referred to as the "Deed" or A Quitclaim Deed, and

WHEREAS, GIAA has the right to lease areas within A Airport Parcel 1"; and

WHEREAS, LESSEE desires to lease property within A Airport Parcel 1", more particularly described below for the uses and on the terms and conditions set forth in this Agreement; and

WHEREAS, LESSEE's use of the property and the terms of lease set forth herein are subject to the terms of the Quitclaim Deed;

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions herein contained, the parties agree as follows:

ARTICLE 1 DESCRIPTION OF PREMISES

1.01. Description. GIAA hereby leases to LESSEE for LESSEE's exclusive use, and LESSEE hereby accepts the following-described real property, hereinafter called the "Premises":

Portion of Building Nos. 17-80 encompassing a total of 2,270 square feet of space as depicted in attached GIAA drawing and incorporated herein as Lease Exhibit "A".

1.02. Ingress and Egress. LESSEE, its representatives, agents and invitees, shall have the right, in common with others, of access for ingress and egress to and from the Premises on designated roadways subject, however, to all easements, rights of way, licenses, permits and other grants now or hereafter made by GIAA pursuant to applicable law or regulations. Such right of access is further subject to restriction or control by GIAA in accordance with the provisions of the Deed and as may be required for airport security by 49 C.F.R. Part 1542 and GIAA's Airport Security Plan. GIAA reserves the right after consultation with LESSEE to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Premises are available to LESSEE.

1.03. Reservation of Aviation Rights. GIAA reserves the right to take such action as may be necessary to

protect the aerial approaches of the Airport against obstruction in accordance with applicable standards or governmental requirements, together with the right to prevent LESSEE or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport (other than any buildings to be constructed in compliance with and pursuant to the plans and specifications approved pursuant to Article 10 hereof), which would conflict with such standards and governmental requirements. GIAA also reserves for itself and its licensees an aviation right in, over and across the air space above the Premises and the unrestricted right to subject the Premises to such airport noise and vibration as may be inherent in the operation of an airport such as flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities.

1.04. Title to Existing Improvements. Title to all improvements which have been made to the Premises as of the execution hereof shall be and remain in GIAA.

1.05. Quiet Title. GIAA covenants and agrees that LESSEE, on paying the rent and performing the terms, covenants and conditions herein contained, shall and may peaceably and quietly hold and enjoy the Premises for the term of this Lease, and for any extended term subject, however, to all the terms, conditions and provisions herein contained and in the Deed.

1.06 Rules and Regulations. LESSEE'S use of the Premises shall be subject to the rules and regulations attached and herein incorporated as "Exhibit B" to this Lease Agreement. GIAA shall have the right from time to time to promulgate amendments and additional rules and regulations including, without limitation, those for the safety, care and cleanliness of the Premises, and all common areas. Said rules shall immediately be applicable to LESSEE on delivery of a copy of such amendments and additional rules and regulations, and a violation of any of them shall constitute a default by LESSEE under this Lease. If there is a conflict between the rules and regulations and any of the provisions of this Lease, the provisions of this Lease shall prevail. GIAA shall make all reasonable efforts to enforce the rules and regulations uniformly against all lessees in the building in which the Premises is located.

1.07. Termination of Agreement for Airport Purposes. LESSEE agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, GIAA hereby expressly reserves the right to terminate this Agreement upon a determination by GIAA that the Premises are needed for Airport construction or development, other than to accommodate or relocate another airline.

ARTICLE 2 USE OF PREMISES

2.01. Use. The areas were specifically renovated to provide General Aviation operators direct access to the apron area and available space for storage of maintenance equipment and/or supplies related to aircraft maintenance. Therefore, use of the premises is strictly for such purposes. Any other use shall require the written approval of GIAA. Such consent will be withheld whenever the proposed use or purpose is not permitted under the terms of the Deed.

2.02. Cancellation of Insurance; Increase in Insurance Rates. LESSEE shall not do, bring, or keep anything

in or about the Premises that will cause a cancellation of any insurance covering the Premises. If the rate of any insurance carried by GIAA is increased as a result of LESSEE's use, LESSEE shall pay to GIAA within ten (10) days before the date GIAA is obligated to pay a premium on the insurance or within ten (10) days after GIAA delivers to LESSEE a certified statement from GIAA's insurance carrier stating that the rate increase was caused solely by an activity of the LESSEE on the Premises as permitted in this Lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

2.03. Compliance with Laws. LESSEE shall comply with all laws, rules and regulations concerning the Premises or LESSEE's use of the Premises, including, without limitation, the obligation at LESSEE's cost to alter, maintain, or restore the Premises in compliance and conformity with all laws, rules and regulations relating to the condition, use or occupancy of the Premises during the Term.

2.04. Security Compliance. LESSEE shall comply with and conform its use of the Premises to GIAA's Airport Security Program, Security Directives and Emergency Amendments and FAA regulations (collectively, "Security Requirements"). LESSEE shall require all persons, including without limitation its agents, employees, or invitees, entering the Airport, including without limitation, surrounding facilities, parking lots, and runways, (collectively the "Airport Premises") to comply with the Security Requirements and the Airport Rules and Regulations. LESSEE agrees to pay, indemnify and save GIAA harmless from and against any and all fines and penalties imposed or assessed on GIAA and/or LESSEE for any breach of the Security Requirements by LESSEE, its agents, employees, or invitees, whether intentional, non-intentional, or through negligence occurring on the Airport Premises during the term, or any extended, of this Agreement.

2.05. Limitations on Signage. Without the prior, written approval of the Authority, LESSEE shall not erect, maintain or display signs of advertising or graphics at or on the exterior parts of the Premises, or in or on the Premises, so as to be visible outside the Premises. Exterior signs affecting the public safety and security shall be in accordance with established Authority standards. If the Authority has not given approval for said signage within five days of receipt of written notice by Authority, LESSEE shall remove, obliterate, or paint out any and all advertising signs, posters, graphics and similar devices placed by LESSEE on the Premises. In the event of a failure by LESSEE to so remove, obliterate or paint out each and every sign, poster, graphic or piece of advertising and to restore the Premises to its prior condition, GIAA may perform the necessary work and LESSEE shall reimburse GIAA for the cost thereof on demand.

2.06. Acknowledgment of Environmental Conditions. LESSEE acknowledges that environmental conditions require certain restrictions to be imposed on use of the Premises. Accordingly, LESSEE agrees that its use of the Premises is subject to the restrictions contained in the Deed, and also the restrictions set forth herein, including the environmental provisions contained in Section 16 of this Lease.

2.07. NEPA Restrictions. LESSEE further acknowledges that this Lease is subject to applicable provisions of the National Environmental Policy Act (NEPA). If LESSEE's use of the Premises is later determined to be prohibited or unduly restricted by compliance with NEPA, this Agreement may be terminated by either party upon thirty (30) days written notice.

2.08. No Waste. LESSEE shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to others, or for any unlawful purpose.

**ARTICLE 3
SERVICES AND UTILITIES**

3.01. Services and Utilities. LESSEE will be responsible for all utilities, janitorial services, building maintenance and grounds maintenance for the Premises. LESSEE by application to the utility agencies will cause the Premises to be separately and independently metered, and will bear all cost of installation and other applicable charges including the monthly billings for utilities, and other services furnished. LESSEE will reimburse GIAA for any utilities and services which GIAA may elect to furnish, in which event GIAA's determination of the cost of utilities and services assessed to LESSEE will be final. It is expressly understood and agreed that GIAA in no way agrees to furnish or warrants the availability, continued maintenance or adequacy of any utilities or services required by LESSEE.

**ARTICLE 4
TERM OF LEASE**

4.01. Term. The term of this Lease shall be for a period of one (1) year commencing on the 17th day of August, 2018 and expiring on the 16th day of August, 2020.

4.02. Subject to Quitclaim Deed. LESSEE understands and acknowledges that this Lease Agreement is subject to the terms and conditions of the Quitclaim Deed from the United States to GIAA. LESSEE agrees that if, for any reason set forth in the Deed including but not limited to those set forth in & B2 (National Emergency) and &E (Reservations and Restrictions), the Deed is terminated or use of the facility is totally made impossible by the UNITED STATES, this Lease Agreement shall also terminate concurrently therewith and GIAA shall not be liable to LESSEE for any losses, damages, or expenses, whatsoever, in such event.

**ARTICLE 5
RENT**

5.01. Rent. LESSEE shall pay as monthly rent free of all claims, demands, or set-offs against GIAA of any kind or character whatsoever, on the first day of each month in advance, the sum of \$2,724.00, as depicted in the attached rental schedule and incorporated herein as Exhibit "C".

5.02. Credit For Improvements to Premises. No credit shall be allowed to LESSEE for improvements it may make to the Premises. However, based on LESSEE's commitment to renovate and upgrade said facilities to conform with the American Disabilities Act (ADA), GIAA agrees to lease facilities at a monthly rental rate pursuant to Section 5.01.

5.03. Fees and Charges. LESSEE shall pay to GIAA on a timely basis in addition to rent, all Airport rates, fees and charges as the same are or may hereafter be applicable to LESSEE for use of Airport services, privileges and facilities by LESSEE or its invitees.

5.04. GIAA's Lien. GIAA shall have a first lien, paramount to all others, on every right and interest of LESSEE in this Agreement, and on LESSEE's interest in all improvements erected on and fixtures attached to the Premises, for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by LESSEE, and for the purpose of securing the performance, all and

singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by LESSEE. This lien shall be in addition to all rights of GIAA under applicable law and regulations.

5.05. Place of Payments. All sums payable by LESSEE hereunder shall be delivered to:

**Antonio B. Won Pat International Airport Authority, Guam
355 Chalan Pasaheru
Tamuning, Guam 96913**

5.06. Security Deposit. Upon execution of this Lease, LESSEE shall provide GIAA with the sum of **\$8,172.00** as a security deposit, in the form of cash or a surety bond or irrevocable letter of credit, for the performance by LESSEE of the provisions of this Lease.

ARTICLE 6 PERFORMANCE OF GIAA'S DEED OBLIGATIONS

6.01. LESSEE agrees to perform and observe all the terms, covenants, and conditions required to be performed on the part of GIAA by the provisions of the Deed pertaining or relating to the Premises, and shall indemnify and save GIAA harmless from and against any and all claims, actions, damages, costs, attorney's fees, and expenses in respect to the nonperformance or nonobservance by LESSEE of any such terms, covenants, or conditions.

ARTICLE 7 CONDITION OF PREMISES

7.01. As Is, Where Is. All facilities and property delivered to LESSEE under this Lease shall be delivered in an "as is," "where is" condition without any representation or warranty by GIAA concerning their condition or suitability for any intended use or purpose. The GIAA shall not be liable for any latent or patent defects in the Premises. LESSEE further acknowledges that GIAA have made no representation or warranty concerning the condition and state of repair of the Premises nor any agreement or promise to alter, improve, adapt, or repair the Premises which has not been fully set forth in this Lease.

ARTICLE 8 MAINTENANCE AND REPAIRS

8.01. LESSEE shall, at its own expense, maintain the Premises in a good state of repair and condition including bringing fixtures and appliances, including the air conditioning system, into working order. LESSEE will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals which shall thereupon become part of the Premises during the term of this Lease, and GIAA shall bear no responsibility for such repairs or maintenance of the Premises. As a condition of this lease, LESSEE, at its own cost and expense, shall contract for regularly scheduled maintenance (at least three times per year) on the air conditioning system and shall provide proof of the maintenance contract to the GIAA Property Management Office annually. LESSEE shall additionally be responsible for all building maintenance to include but not limited to office, restrooms and

maintenance

facilities.

ARTICLE 9 CASUALTY DAMAGE OR INJURY

9.01. GIAA's Option to Rebuild or Repair. If the Premises shall be destroyed or damaged by any cause or event for which LESSEE is not required to assume all risks of loss or damage as provided in Sections 11.02 and 12.01, herein, to such an extent as to render the Premises untenable in whole or in substantial part, GIAA has the option of rebuilding or repairing the Premises by giving notice to that effect to LESSEE within thirty (30) days after the occurrence of any such damage. If GIAA elects to rebuild or repair the Premises and does so without unnecessary delay, LESSEE shall be bound by this Lease Agreement, except that during the period of repair, rent for the Premises shall be abated in the same proportion that the part of the Premises rendered unfit for occupancy shall bear to the whole of the Premises. If GIAA fails to give notice of its intent to repair within sixty (60) days after occurrence of any such damages, LESSEE shall have the right to declare this Lease Agreement terminated whenever all unused advanced rental payments and unamortized cost of improvements by LESSEE shall be rebated.

9.02. Damage by LESSEE. Any real or personal property of GIAA damaged or destroyed by LESSEE or incident to LESSEE's use or occupation of the Premises shall be reasonably and promptly repaired or replaced by LESSEE to the satisfaction of GIAA. In addition, LESSEE will be solely responsible for all costs of rebuilding, repairs and replacements in the event of any loss or damage or destruction to the Premises, the risk of which is assumed by LESSEE as provided in Sections 11.02 and 12.01 of this Lease.

ARTICLE 10 ALTERATIONS, ADDITIONS OR IMPROVEMENTS

10.01. Prior Consent Required. LESSEE shall not construct or make any alterations, additions, or improvements to or installations upon or otherwise modify or alter the Premises without the prior written consent of GIAA. Such consent may include a requirement to provide GIAA with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of GIAA. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations shall become GIAA's property upon installation by LESSEE and shall remain on and be surrendered with the Premises as a part thereof upon termination of this Lease.

10.02. Radar Screening. LESSEE agrees to install, at its sole cost, in conformity with FAA and Authority requirements and regulations, all radar screening or other material necessary to prevent or eliminate any radar ghosting or interference caused by any new construction, modification, rehabilitation, or other development of the Premises.

ARTICLE 11 INDEMNIFICATION BY LESSEE

11.1.1. GIAA shall not be responsible for damages to property or injuries to or death of

persons which may arise from or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof by LESSEE, its sub-lessees, invitees and third persons, or for damages to the property of LESSEE, or for damages to the property or injuries to or death of the person of LESSEE's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

11.02. Indemnity - General. LESSEE agrees to assume all risks of loss or damage to property and injury to or death of persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by LESSEE under this Lease. LESSEE expressly waives all claims against GIAA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Lease. LESSEE further agrees to fully indemnify, save, hold harmless, and defend GIAA, their respective officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of LESSEE's possession and/or use of the Premises or any activities conducted or services furnished in connection with or pursuant to this Lease. The provisions contained in Sections 11.01 and 11.02 do not extend to claims for damages (i) arising out of environmental conditions of the Premises (for which LESSEE's contractual liability shall be as provided in Section 16.09 hereof) or (ii) caused by the sole or gross negligence or willful misconduct of officers, agents or employees of GIAA. GIAA will give LESSEE notice of any claim against it covered by this indemnity as soon after learning of it as practicable.

11.03. Exception for UNITED STATES or GIAA Caused Environmental Impacts and Damage. Notwithstanding any other provision of this Lease, LESSEE shall not be required to indemnify and hold harmless GIAA for any environmental impacts and damages caused by the use by GIAA, including any agency or agent thereof, of Hazardous Items (hereinafter defined) or oil or petroleum products, as such terms are defined by applicable law, which may occur due to any prior or future use, possession or activities by GIAA, or any of their respective agencies.

ARTICLE 12 INSURANCE AND DESTRUCTION

12.01. LESSEE's Insurance. During the entire period this Lease shall be in effect, LESSEE shall maintain, in addition to the all-risks property and casualty insurance, the insurance required below:

12.01.01. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence, including coverage for aircraft, premises, operations, products, contractual broad form property damage, wrongful death, and personal injury liability.

12.01.02. Fire Legal Liability Insurance in an amount at all times equal to at least 100 percent of the full replacement value of the improvements on the leased premises.

12.01.03. Business Auto Liability Insurance in an amount not less than \$2,000,000.00 combined single limit per occurrence.

12.01.04. Worker's Compensation insurance in the form and amounts required by law.

12.02. Policy Provisions. All policies of insurance which this Agreement requires LESSEE to carry and maintain or cause to be carried or maintained shall be valid and enforceable policies, in such forms, for such amounts, for such times, and with such insurers as GIAA may require or approve. All policies or certificates of insurance issued by the respective insurers for Comprehensive General Liability and Business Auto Liability Insurance will name GIAA, and their respective directors, officers, agents, employees and representatives as additional insureds, as their interests may appear, provide that all losses shall be payable notwithstanding any act or failure to act or negligence of GIAA or any other person, state that the policy will be considered primary as regards any other insurance coverage that GIAA or the United States may possess, including any self-insurance or deductible or retention, and any such other insurance shall be considered excess insurance only, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least 30 days after receipt by GIAA of written notice thereof, provide that the insurer shall have no right of subrogation against GIAA, and be reasonably satisfactory to GIAA in all other respects. Nothing contained in this provision is intended for LESSEE's liability policy to cover acts or omissions solely attributable to the UNITED STATES or GIAA. In no circumstances will LESSEE be entitled to assign to any third party rights of action which LESSEE may have against the UNITED STATES or GIAA. In addition, the minimum limits of liability required herein shall be on an occurrence basis, and the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall apply to each insured and each additional insured, against whom a claim is or may be made in a manner as though a separate policy had been written for each insured or additional insured; however, nothing contained herein shall serve to increase the limits of liability of the Insurance company beyond the maximum amounts set forth in the policy.

12.03. Delivery of Policies. LESSEE shall deliver or cause to be delivered promptly to both the UNITED STATES and GIAA certificates of insurance evidencing the insurance required by this Lease and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, certificates of insurance evidencing each renewal policy covering the same risks.

ARTICLE 13 LIENS

13.01. LESSEE shall keep the Premises free and clear of all liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE or its agents, contractors or employees.

ARTICLE 14 ACCESS TO PREMISES

14.01. Inspection and Monitoring. LESSEE shall allow GIAA, or its agents or employees, free access to the Premises at all reasonable times for the purpose of inspecting the Premises or, so GIAA can monitor LESSEE'S compliance with the terms and conditions hereof.

ARTICLE 15
ASSIGNMENTS AND SUB-LEASES

15.01. Prohibition Against Assignment, Sub-Subletting and Encumbering. This lease may not be assigned or encumbered and LESSEE is prohibited from subletting any or all of Premises.

ARTICLE 16
ENVIRONMENTAL PROVISIONS

16.01. LESSEE acknowledges that, during the term of this Lease, the UNITED STATES and or GIAA may be undertaking certain environmental cleanup responsibilities required by federal law. Accordingly, the UNITED STATES or GIAA and its officers, agents, employees, contractors and subcontractors must continue to have access to the Premises to conduct environmental cleanup related activities. Further, the UNITED STATES and GIAA reserve the right to inspect, upon reasonable notice, the Premises for compliance with environmental, safety, occupational and health laws and regulations, whether or not the UNITED STATES and GIAA are responsible for enforcing them. In addition, the UNITED STATES, Guam Environmental Protection Agency (GEPA) and GIAA shall have the right, upon reasonable notice, to enter upon the Premises for the following purposes:

16.01.01. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, investigative trenching, test soil borings and other activities related to the NAS Agana BRAC Cleanup Plan (BCP);

16.01.02. To inspect field activities of the UNITED STATES or GIAA and its contractors and subcontractors in implementing the NAS Agana BCP;

16.01.03. To conduct any test or survey related to the implementation of the BCP or environmental conditions at the Premises or to verify any data submitted to the U.S. Environmental Protection Agency (EPA) or the Guam Environmental Protection Agency (GEPA) by the UNITED STATES or GIAA relating to such conditions.

16.01.04. To construct, operate, maintain or undertake any other response or remedial action as required or necessary under the NAS Agana BCP, including, but not limited to, monitoring wells, pumping wells and treatment facilities; and

16.01.05. To install relocatable office buildings and establish areas for material stockpiling within the Premises, at locations approved by GIAA, for cleanup contract related purposes only, and for such periods only as required by such contract.

16.02. Health and Safety Plan. LESSEE agrees to comply with the provisions of any health or safety plan in effect under the NAS Agana BCP during the course of any of the above-described response or remedial actions. Any inspection, survey, investigation, or other remedial action will, to the extent practicable, be coordinated with LESSEE. The UNITED STATES has agreed to minimize, to the extent possible, any disruption to LESSEE's use of the Premises and where practicable, inspections, surveys, investigations and other remedial actions will be coordinated by the UNITED STATES with LESSEE through GIAA. The UNITED STATES has also agreed to consult with GIAA and LESSEE regarding such activities. LESSEE, however, shall have no claim on account of any such

interference against the UNITED STATES or any officer, agent, employee or contractor thereof, or against GIAA. Further, LESSEE agrees that the UNITED STATES and GIAA assume no liability to LESSEE should hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or otherwise, interfere with LESSEE's use of the Premises. However, if as a result of the Implementation of any health or safety plan referenced herein LESSEE's reasonable use of the Premises is disrupted in whole or part, GIAA agrees to temporarily abate or reduce the rent due during the period of disruption.

16.03. Applicable Federal and Local Laws, Regulations and Standards. LESSEE shall comply with applicable federal and local laws, regulations, and standards that are presently or may hereafter become applicable to LESSEE's activities on the Premises. GIAA agrees to reasonably cooperate with LESSEE's obtaining of any required permits.

16.04. Environmental Permits. LESSEE shall be responsible for obtaining at its own cost and expense any environmental permits required for its operations under this Lease, independent of any existing permits issued to the UNITED STATES or to GIAA.

16.05. Hazardous Waste Management. LESSEE must comply with all federal and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, storage, disposal, and transportation of hazardous wastes. LESSEE shall not establish a treatment, storage and disposal (TSD) facility on the Premises without the UNITED STATES' and GIAA's prior written consent. LESSEE shall not treat, store, or dispose of any hazardous waste under, pursuant to, or in reliance upon any permit issued to the UNITED STATES or GIAA. LESSEE shall not use or make use of any UNITED STATES or GIAA hazardous waste treatment or storage facilities, accumulation points, or other facilities relating to the proper generation, handling, disposal, and transportation of hazardous wastes. LESSEE will not permit its hazardous wastes to be commingled with hazardous waste of the UNITED STATES or GIAA. Prior to any new generation of hazardous waste on the Premises, LESSEE shall submit for GIAA's and the UNITED STATES' review and approval for completeness and, upon obtaining said approval, ensure implementation of a Hazardous Waste Management Plan covering any and all operations of LESSEE where any such operation will generate hazardous waste in excess of 100 kilograms per month. This plan shall: (a) identify applicable federal, GEPA and local regulations pertaining to the generation and management of hazardous waste; (b) identify training requirements, describe procedures for obtaining training, and describe training recordkeeping procedures for responsible hazardous waste handlers; (c) assign personnel responsibilities for the generation, designation, handling, treatment, disposal, and preparation of documentation for hazardous waste; (d) describe all hazardous waste generation and management procedures; and (e) include or reference contingency plans and emergency response procedures. In the event that hazardous wastes and/or petroleum products are released onto the Premises, LESSEE will ensure that all clean up procedures are accomplished at the sole expense of LESSEE in accordance with the requirements of the BRAC Cleanup Team (BCT), 40 CFR 260-265, and GEPA Hazardous Waste Regulations. Any violation of the requirements of this Lease provision shall be deemed a material breach of the Lease.

16.06. Hazardous Waste Oil and Chemical Spill Plan. LESSEE shall have a plan approved by the UNITED STATES and GEPA (if required) for responding to hazardous waste, oil, or petroleum products, and other chemical

spills prior to commencement of operations on the Premises. Such plan shall comply with all applicable requirements and shall be updated from time to time as may be required to comply with changes in site conditions or applicable requirements and shall be approved by all agencies having regulatory jurisdiction over such plan. Such plan shall be independent of any other GIAA or UNITED STATES spill prevention and response plans. LESSEE shall not rely on use of the Caretaker Site Office or any other GIAA or UNITED STATES personnel or equipment in execution of its plan. Notwithstanding the foregoing, should GIAA or the UNITED STATES provide any personnel or equipment, whether for initial fire response and/or spill containment, at the request of LESSEE or because LESSEE was not, in the reasonable opinion of GIAA or the UNITED STATES, conducting timely cleanup actions, LESSEE agrees to reimburse GIAA and the UNITED STATES for their respective reasonable costs in accordance with all applicable laws and regulations. Any cleanup of releases of toxic or hazardous substances, wastes or materials, or oil or petroleum products, on or relating to the Premises and arising from the operations of LESSEE shall be at its own cost and shall meet the requirements of the BCT.

16.07 Subsurface Activity. LESSEE shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of GIAA.

16.08 Hold Harmless. LESSEE agrees to save, defend, indemnify, and hold harmless both GIAA and the UNITED STATES from any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions caused by LESSEE's direct activity. This provision shall survive the expiration or termination of this Lease, and LESSEE's obligations hereunder shall apply whenever a claim is made that either the UNITED STATES or GIAA owes costs or has liabilities and such costs or liabilities are due to LESSEE's operations or use of the Premises. Any air, land, or water pollution that originates after commencement of this Lease that emanates from facilities located on the Premises and resulting from LESSEE's direct activity will be the responsibility of LESSEE and its contractors for reporting, containment, removal, and cleanup. Any resulting damage from such pollution to public or private property for which LESSEE is responsible pursuant to the terms of this Lease will be the pecuniary responsibility of LESSEE.

16.09 Asbestos Disposal Plan. Except as provided in Section 16.11 below, the UNITED STATES and GIAA are not responsible for any removal or containment of asbestos identified in the EBS, the Physical Condition Report or the Deed. If LESSEE intends to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated into the plans and specifications and submitted to the Officer in Charge of the Caretaker Site Office. The asbestos disposal plan will identify the proposed disposal site for the asbestos, or in the event the site has not been identified, will provide for disposal at a licensed facility authorized to receive it.

16.10. Asbestos Removal. The UNITED STATES has removed from the Premises any dangerous Asbestos Containing Material (ACM). ACM which later during the period of this Lease becomes damaged or deteriorated through any cause whatsoever, or through the passage of time, will be abated by LESSEE at its sole cost and expense. In an emergency, LESSEE will notify GIAA and the UNITED STATES as soon as practicable of its emergency ACM responses. LESSEE shall be responsible for monitoring the condition of existing ACM on the Premises for deterioration or damage and accomplishing repairs pursuant to the applicable conditions of this Lease.

16.11. Asbestos. In addition to the requirements of Sections 16.10. and 16.11., LESSEE shall be responsible for monitoring and maintaining the condition of asbestos existing within the Premises in such a manner that it does not become damaged during the Lease term. LESSEE shall abate any asbestos that becomes damaged or deteriorated to such an extent that it becomes hazardous to human health following the effective date of this Lease. LESSEE shall also remove or contain any asbestos prior to any facility improvements, renovations, or demolition in accordance with all federal and territorial laws, regulations and standards. LESSEE shall also submit all construction and modification plans for prior approval by GIAA, and shall ensure that an Asbestos Containing Material (ACM) Operations and Maintenance Plan is prepared, approved by GEPA and GIAA, and implemented. All maintenance, management, removal and containment of asbestos and ACM shall be conducted in accordance with all applicable federal and territorial laws, regulations, and standards. Copies of previous asbestos survey reports are available for review at the GIAA Engineering Office.

16.12. Lead-Based Paint. Prior to any alteration, modification, or renovation of facilities or equipment containing lead-based paint (LBP), which would disturb the integrity of the LBP, LESSEE must abate the LBP in compliance with all applicable federal and territorial laws, regulations and standards, such as P.L. 102-550. LESSEE shall also test any paint on surfaces not already certified lead free by the UNITED STATES that would be disturbed during any alteration, modification, or renovation activities. Copies of previous LBP survey reports and the locations of previously sampled structures will be maintained at the GIAA Property Management Office and will be made available for LESSEE's review, upon request. If the paint is lead-based, LESSEE shall abate the hazards associated with the paint in accordance with all applicable federal and territorial laws, regulations and standards. LESSEE shall ensure that all LBP removed during the abatement activities is contained and disposed of properly and does not contaminate the surrounding soil. LBP chips and particles shall be handled as hazardous waste. LESSEE shall also ensure that any LBP existing within the Premises during the duration of this Lease is maintained in good condition such that it does not contaminate surrounding soil or surface water or pose a health risk.

16.13. Radon. GIAA shall notify LESSEE of available and relevant radon assessment data pertaining to the facilities within the Premises. Copies of previous radon survey reports and the locations of previously sampled structures will be maintained in the GIAA Property Management Office and will be made available for LESSEE's review, upon request. LESSEE shall be responsible for remediating any radon levels within structures intended for human residential or occupational uses that require mitigation of radon in those structures where radon levels are identified, either prior to or following commencement of this Lease, as exceeding the EPA action level.

16.14. General. LESSEE must immediately notify GIAA if any suspected area of contamination is encountered within any portion of the Premises. In addition, should LESSEE receive actual knowledge of any pre-existing but previously undetected environmental condition which poses an immediate and adverse impact to occupants' health or to the environment and which requires expedient response to mitigate damages, LESSEE shall provide notice to GIAA as soon as may be practical under the circumstances; provided, further, LESSEE shall not have any affirmative obligation to conduct any environmental investigations. For purposes of this Section 16.16.10., "actual knowledge" shall mean the actual knowledge of a person of authority with LESSEE (such as a Board member, officer, director, manager or executive director of LESSEE) and shall exclude facts known to an

employee, contractor, subcontractor, agent, invitee, guest or licensee of LESSEE which are not in fact made known to a person of authority with LESSEE. LESSEE shall maintain and make available to GIAA all of its records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of hazardous waste, as well as all other records required by applicable laws and regulations, and other requirements relating to the handling, discharge, or release of hazardous substances or waste water.

ARTICLE 17

DEFAULT

17.01. Events of Default. The occurrence of any of the following shall constitute a default by LESSEE:

17.01.01. Rent Not Paid. Failure to pay rent, fees, or charges when due, if the failure continues for ten (10) days after notice has been given to LESSEE;

17.01.02. Abandonment. Abandonment and vacation of the Premises. Failure to occupy and operate the Premises for ten (10) consecutive days shall be deemed an abandonment and vacation, except in the case of any force majeure including, but not limited to, a casualty, strike or other cessation of operations beyond LESSEE's control.

17.01.03. Assignment. Assignment of the Premises by LESSEE, either voluntarily or by operation of law, whether by judgment, executions, or any other means; or

17.01.04. Other Conditions. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default, provided the default is cured within ninety (90) days.

17.02. Notices. Notices given for default under Section 17.01, above, shall specify the alleged default and applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GIAA so elects in the notice.

17.03. GIAA's Remedies. GIAA shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law:

17.03.01. LESSEE's Right to Possession Not Terminated. Upon default GIAA can continue this Lease in full force and effect, and the Lease will continue in effect as long as GIAA does not terminate LESSEE's right to possession, and GIAA shall have the right to collect rent when due. During the period LESSEE is in default, GIAA can enter the Premises and relet them, or any part of them, to third parties for LESSEE's account. LESSEE shall be liable immediately to GIAA for all costs GIAA incurs in reletting the Premises, including, without limitation, broker's commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. LESSEE shall pay to GIAA the rent due under this Lease on the dates the rent is due, less the rent GIAA receives from any third party. No act by GIAA allowed by this Section 17.03.01 shall terminate this Lease unless GIAA notifies LESSEE that GIAA elects to terminate this Lease. After LESSEE's default and for as long as GIAA does not terminate LESSEE's right to

possession of the Premises, if LESSEE obtains GIAA's prior written consent pursuant to the terms of this Lease LESSEE shall have the right to assign or sublet its interest in this Lease, but LESSEE shall not be released from liability.

17.03.02. Termination of LESSEE's Right to Possession. Upon default GIAA can terminate LESSEE's right to possession of the Premises at any time. No act by GIAA other than giving notice to LESSEE shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on GIAA's initiative to protect GIAA's interest under this Lease shall not constitute a termination of LESSEE's right to possession. On termination, GIAA has the right to receive from LESSEE:

17.03.02.01. Rent Due. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

17.03.02.02. Rent Until Award. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease, the Lease not been terminated until the time of award exceeds the amount of the loss of rent that LESSEE proves could have been reasonably avoided;

17.03.02.03. Future Rent. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that LESSEE proves could have been reasonably avoided; and

17.03.02.04. Other Damage. Any other amount, including court costs and attorney's fees, necessary to compensate GIAA for all detriment proximately caused by LESSEE's default. "The worth, at the time of the award", as used in subsections 17.03.02.01. and 17.03.02.02 of this Section 17.03.02., is to be computed by allowing interest at the rate of eighteen percent (18%) per annum. "The worth, at the time of the award", as referred to in subsection 17.03.02.03., is to be computed by discounting using the amount of the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

17.03.03. GIAA's Right to Cure LESSEE's Default. GIAA, at any time after LESSEE commits a default, can cure the default at LESSEE's cost. If GIAA at any time, by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GIAA shall be due immediately from LESSEE to GIAA at the time the sum is paid, and if paid at a later date shall bear interest at the rate of eighteen percent (18%) per annum from the date the sum is paid by GIAA until GIAA is reimbursed by LESSEE. The sum, together with interest on it, shall be additional rent.

17.03.04. Removal of Property. LESSEE hereby irrevocably appoints GIAA, as agent and attorney-in-fact of LESSEE, to enter upon the Premises in the event of default by LESSEE in the payment of any rent herein reserved, or in the performance of any term, covenant, or condition herein contained to be kept or performed by LESSEE, and to remove any and all furniture, and personal property whatsoever situated upon the Premises, and to place such property in storage for the account of and at the expense of LESSEE. In the event that LESSEE shall not pay the cost of storing any such property after the property has been stored for a period of ninety (90) days or more, GIAA may sell any or all of such property, at public or private sale, in such manner and at such times and places as GIAA in its sole discretion may deem proper, without notice to LESSEE or any demand upon LESSEE for the payment of any part of such charges or the removal of any such property, and shall apply the proceeds of

such sale, first, to the cost and expenses of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs of or charges for storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to GIAA from LESSEE under any of the terms thereof; and, fourth, the balance, if any, to LESSEE.

17.04. Waiver of Damages. LESSEE hereby waives all claims for damages that may be caused by GIAA's reentering and taking possession of the Premises or removing and storing furniture and property, as herein provided, and will save GIAA harmless from losses, costs, or damages occasioned thereby, and no such reentry shall be considered or construed to be a forcible entry as the same is defined in the Guam Code of Civil Procedure.

ARTICLE 18 TERMINATION BY UNITED STATES

18.01. Termination by the UNITED STATES for Environmental Contamination. In the event that environmental contamination is discovered on the Premises which presents, in the UNITED STATES' determination, an imminent and substantial endangerment to human health or the environment, and notwithstanding any other right and procedures contained in this Lease, LESSEE shall vacate all or portions of the Premises immediately upon notice from the UNITED STATES of the existence of such a condition and the requirement to so vacate such areas. Exercise of this right by the UNITED STATES shall be without liability except that LESSEE shall not be responsible for performance of any obligations hereunder, during the period the Premises are vacated. The UNITED STATES' exercise of its right to order the Premises immediately vacated does not alone constitute a termination of this Lease, but such right may be exercised in conjunction with any other termination right provided in this Lease, the Deed or by law.

ARTICLE 19 TERMINATION BY LESSEE

19.01. Termination Due to Damage or Destruction. LESSEE shall have the right to terminate this Lease, upon sixty (60) days written notice to GIAA, in the event of damage to or destruction of all improvements on the Premises, or such a substantial portion thereof as to render the Premises incapable of use for the purpose for which it was leased hereunder, provided:

19.01.01. GIAA either has not authorized or directed the repair, rebuilding, or replacement by application of insurance proceeds or otherwise; and

19.01.02. That such damage or destruction was not occasioned by the fault or negligence of LESSEE, its agents, licensees, invitees or employees, or by any failure or refusal on the part of LESSEE to fully perform its obligations under this Lease.

19.02. Termination for Interruption in LESSEE's Use or Possession. In the event LESSEE is required to vacate the Premises pursuant to Section 18.01. for ten (10) consecutive days or for more than thirty (30) days in any ninety (90) day period, LESSEE shall have the right, but not the obligation, to terminate the Lease and GIAA will rebate any unused rental payments and unamortized cost of LESSEE's Improvements.

**ARTICLE 20
SURRENDER OF PREMISES**

20.01. Upon the expiration of this Lease, or the sooner termination of this Lease for all or a portion of the Premises, LESSEE shall quietly and peacefully remove itself and its property from the affected portion of the Premises and surrender the possession thereof to GIAA; provided, in the event that GIAA shall terminate all or a portion of this Lease upon less than sixty (60) days notice, LESSEE shall be allowed a reasonable period of time, as determined by GIAA representative, but in no event to exceed sixty (60) days from the receipt of notice of termination, in which to remove all of its property from and terminate its operations from the affected portion of the Premises. During such period prior to surrender, all obligations assumed by LESSEE under this Lease shall remain in full force and effect; provided, however, that if GIAA's representatives reasonably determine that such action is equitable under the circumstances, GIAA shall suspend, in whole or in part, any further accruals of rent or maximum amount to be expended between the date of termination of this Lease and the date of final surrender of the Premises.

20.02. Abandoned Property. GIAA may, in its discretion, declare to be abandoned property any property which has not been removed from the Premises upon expiration or termination of this Lease as provided for above, upon providing LESSEE sixty (60) days notice. Thereafter, upon failure by LESSEE to have removed such property during that notice period, the property shall become the property of GIAA without compensation therefor.

20.03. Holding Over. If LESSEE, with GIAA's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by GIAA to LESSEE terminating this Lease, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' written notice given at any time by either party. All provisions of this Lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

**ARTICLE 21
SUBJECT TO FAA REGULATIONS**

21.01. Assurances. The Premises and Airport are subject to the terms of those certain Sponsor's Assurances and Airport Improvement Program (AIP) Grant Assurances which are made to guarantee public use of Airport facilities as incidental to grant agreements between GIAA and the United States of America. To ensure that none of the provisions of this Lease violates any of the provisions of such a Sponsor's Assurances or AIP Grant Assurances, the parties agree to submit a copy of this Agreement to the FAA and to make such corrections and revisions as may be necessary to obtain FAA approval hereof.

21.01.01. The LESSEE, for itself, its representatives, successors in interest, and assigns, as part of this consideration hereof, does hereby covenant running with the land and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the

Department of Transportation, and as said Regulations may be amended.

21.01.02. The LESSEE, for itself, its representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree as a covenant running with the land that: (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

21.02. Non-Exclusive Rights. Nothing in this Lease shall be construed to grant or authorize the granting of any exclusive rights within the meaning of Section 308 of the Federal Aviation Act of 1958, applicable FAA regulations or AIP Grant Assurance No. 23.

21.03. Subordination of Agreement. This Lease shall be subordinate only to the Deed and all existing and future applicable laws, regulations and ordinances, including but not limited to GIAA's duly adopted regulations and policies. In the event any such laws, regulations, ordinances or policies interfere with LESSEE's rights under this Lease or use of the Premises, LESSEE's sole remedy shall be to terminate the Lease whereupon all unused advanced rental payments and unamortized costs of improvements by LESSEE shall be rebated.

21.04. Consent to Amend. In the event the FAA or its successors shall at any time require any modifications or changes in this Lease as a condition precedent to the granting of funds for any improvements to the Airport, LESSEE hereby consents to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease as may reasonably be required to obtain such funds; provided, however, that in no event will LESSEE be required to accept an increase in the fees or rents, or accept a change in the use or a reduction in the size of the Premises.

ARTICLE 22

SUBORDINATION; ESTOPPEL

22.01. Automatic Subordination. This Lease is and shall be subordinate to any encumbrance or indenture now of record or recorded after the date of this Lease affecting the building, other improvements, and land of which the Premises are a part. Such subordination is effective without any further act of LESSEE. LESSEE shall from time to time on request from GIAA execute and deliver any documents or instruments that may be required by a lender to effectuate any subordination. If LESSEE fails to execute and deliver any such documents or instruments, LESSEE irrevocably constitutes and appoints GIAA as LESSEE's special attorney-in-fact to execute and deliver any such documents or instruments.

22.02. Right to Estoppel Certificates. Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of monthly rent, the dates for which the rent has been paid in advance, and the

amount of any security deposit or prepaid rent. Failure to deliver the certificate within ten (10) days shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If a party fails to deliver the certificate within the ten (10) days, the party failing to deliver the certificate irrevocably constitutes and appoints the other party as its special attorney-in-fact to execute and deliver the certificate to any third party.

22.03. No Recording. This Lease shall not be recorded in the Office of the Recorder, Department of Land Management, Government of Guam, except that if either party requests the other party to do so, the parties shall execute a memorandum of lease in recordable form approved by GIAA.

ARTICLE 23 NOTICES

23.01. Except where otherwise required by statute, all notices given pursuant to the provisions of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, with return receipt requested, to the mailing address of the party for whom the notice is intended:

GIAA: Executive Manager
Antonio B. Won Pat
International Airport Authority, Guam
355 Chalan Pasaheru
Tamuning, Guam 96931

LESSEE: President
Micronesian Aviation Systems
Post Office Box 10438
Tamuning, Guam 96931

ARTICLE 24 LABOR PROVISIONS

24.01. Equal Opportunity. During the term of this Lease, LESSEE agrees as follows:

24.01.01. LESSEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. LESSEE shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. LESSEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by GIAA setting forth the provisions of this nondiscrimination clause.

24.01.02. LESSEE shall in all solicitations or advertisements for employees placed by or on behalf of LESSEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

24.01.03. LESSEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by GIAA, advising the labor union or worker's representative of LESSEE's commitments under this Equal Opportunity Clause and shall

post copies of the notice in conspicuous places available to employees and applicants for employment.

24.01.04. LESSEE will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and the rules, regulations, and relevant orders of the Secretary of Labor.

24.01.05. LESSEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by GIAA, the UNITED STATES and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

24.01.06. In the event of LESSEE's noncompliance with the Equal Opportunity clause of this Lease or with any said rules, regulations, or orders, this Lease may be canceled, terminated, or suspended in whole or in part and LESSEE may be declared ineligible for further UNITED STATES contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

24.01.07. LESSEE will include the above provisions of paragraphs 25.01.01. through 25.01.06. and this paragraph 25.01.07. in every sub-lease or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sub-LESSEE or vendor. LESSEE shall take such action with respect to any lease or purchase order as the UNITED STATES may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event LESSEE becomes involved in, or is threatened with, litigation with the sub-LESSEE or vendor as a result of such direction by the UNITED STATES, LESSEE may request the United States to enter into such litigation to protect the interests of the UNITED STATES.

ARTICLE 25 GOVERNMENTAL REQUIREMENTS

25.01. Governmental Requirements - General. LESSEE shall at all times, use, occupy and operate the Premises in compliance with all applicable Governmental requirements. Without limiting the generality of the foregoing, LESSEE shall at all times use and occupy the Premises and Airport in strict accordance with all rules, regulations and security plans that may be imposed by the United States, the FAA, the Government of Guam, or the Authority with respect to the Premises or the Airport and operations thereof. LESSEE shall procure, and require all its subsidiaries or assignees to procure, from all governmental authorities having jurisdiction over the operations of LESSEE hereunder, all licenses, franchises, certificates, permits or other authorizations which may be necessary for the conduct of LESSEE's business on the Premises. LESSEE shall require its guests and invitees and those doing business with it to comply with all governmental requirements relating to the conduct and operation of LESSEE's business on the Premises.

25.02. No Liability for Exercise of Powers. GIAA shall not be liable to LESSEE for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to GIAA in this Agreement; except as otherwise provided herein, LESSEE shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with LESSEE's rights hereunder so as to constitute a termination of this Agreement by operation of law.

25.03. Nondiscrimination. LESSEE, and its successors in interest, and assigns, as a part of the consideration hereof, hereby covenant and agree, as a covenant running with the land, that in the event any facilities are constructed, maintained or otherwise operated on property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Part 23 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Non-discrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder.

LESSEE, and its successors in interest, and assigns, as a part of the consideration hereof, hereby covenant and agree, as a covenant running with the land, that (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use the Premises on the grounds of race, color, creed, national origin, or handicap, (2) in the construction of any improvements on, over or under the Premises, and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises, on the grounds of race, color, creed, national origin, or handicap, (3) LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of the Rights Act of 1964), Part 23 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Nondiscrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder.

To the extent applicable, LESSEE assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Sub-part E, to ensure that, on the grounds of race, color, creed, national origin or sex, no person shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. LESSEE assures that it will require that its covered sub-organizations provide assurances to GIAA that they will require assurances from their sub-organizations as required by 14 CFR Part 152, Sub-part E to this same effect.

25.04. Taxes and Other Governmental Charges. LESSEE shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time lawfully may be assessed or levied against or with respect to LESSEE's improvements, machinery, equipment or other property installed or used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, LESSEE may contest any such taxes or governmental charges.

25.05. Non discrimination in rates. Pursuant to Section A.(5)(b) of the Deed, any person, firm or

corporation which conducts or engages in any aeronautical activity for furnishing services to the public at the AIRPORT shall:

25.05.01. Furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof, and

25.05.02. Charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ARTICLE 26 DISPUTES

26.01. All claims and disputes arising under or relating, directly or indirectly, to this Agreement between the parties hereto shall be presented first for resolution by written appeal to the GIAA Board of Directors, then pursuant to the Government Claims Act (5 G.C.A. ' 6101, et seq.).

ARTICLE 27 GENERAL PROVISIONS

27.01. Covenants. It is mutually agreed that the letting hereunder is made upon and subject to the terms, covenants, and conditions of this Lease and that LESSEE covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions by it to be kept or performed, and that this Lease is made upon the condition of such performance.

27.02. Provisions Deemed Covenants and Conditions. The parties hereto agree that all the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

27.03. Survival of Representations and Warranties. The representations and warranties of the parties hereto shall survive the expiration or earlier termination of this Lease.

27.04. Time of Essence. Time is of the essence in the performance of each provision of this Lease.

27.05. Calculation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or holiday, and then it is also excluded. The term "holiday" shall mean all holidays specified in Sections 200 and 201 of the Government Code of Guam.

27.06. Cumulative Remedies. The specified remedies to which GIAA may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies afforded by law, or in equity, subject to the terms and provisions of this Agreement.

27.07. Waiver. No delay or omission in the exercise of any right or remedy of GIAA on any default by LESSEE shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by GIAA of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of GIAA, including, without limitation, the

acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by LESSEE before the expiration of the term. Only a written notice from GIAA to LESSEE shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. GIAA's consent or approval of any act by LESSEE requiring GIAA's consent or approval shall not be deemed to waive or render unnecessary GIAA's consent to or approval of any subsequent act by LESSEE. Any waiver by GIAA of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

27.08. Attorneys' Fees. If either party becomes a party to any litigation or arbitration proceeding concerning or relating, directly or indirectly to this Lease, the Premises, or by reason of any act or omission of the other party hereto or its agents or authorized representatives, the party that causes the other party to become involved in such litigation or arbitration shall be liable to that party for reasonable attorney's fees and costs incurred. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

27.09. Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder or the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

27.10. Entire Agreement. This Lease contains the entire agreement of the Parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Lease shall be binding or valid.

27.11. Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

27.12. Successors. This Lease shall be binding on and inure to the benefit of the parties and their successors, except as otherwise provided herein.

27.13. Real Estate Brokers; Finders. Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this Lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

27.14. Status of Parties on Termination of Lease. Except as otherwise provided herein, if a party elects to terminate this Lease as allowed in this Lease, on the date the Lease terminates the parties shall be released from further liabilities and obligations and GIAA shall return to LESSEE any unearned rent, as long as LESSEE is not in default on the date the Lease terminates.

27.15. Interpretation and Definitions. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against GIAA or LESSEE. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Lease:

27.15.01. Number and Gender. In this Lease the neuter gender includes the feminine and masculine, the masculine the neuter, and the singular number includes the plural, and the word "person" includes corporation, partnership, firm, or association wherever the context so requires.

27.15.02. Mandatory and Permissive. "Shall", "will", and "agree" are mandatory, "may" is permissive.

27.15.03. Captions. The captions of the articles, sections, and subsections, and the table of contents of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

27.15.04. Term Includes Extensions. All references to the term of this Lease or the Lease term shall include any extensions of such term.

27.15.05. Premises. "Premises" shall include the improvements to the Premises.

27.15.06. Parties. "Parties" shall include GIAA and LESSEE named in this Lease.

27.15.07. Subtenant. "Subtenant" shall mean any subtenant, licensee, concessionaire, or other occupant or user of any portion of the Premises.

27.15.08. Other Definitions. Additionally, the following words and phrases shall have the following meanings:

27.15.08.01. Airport. The Antonio B. Won Pat Guam International Air Terminal, as the same may change from time to time, together with all other lands and facilities owned or operated or acquired by GIAA. Upon the leasing, licensing or transfer of any lands or facilities within the former Naval Air Station (Brewer Field), Agana, to GIAA, these lands and facilities will become a part of the "Airport" as defined herein.

27.15.08.02. Alterations. Any addition or change to, or modification of, the Premises made by LESSEE, including without limitation, fixtures, but excluding trade fixtures as defined here, and LESSEE's improvements as defined here.

27.15.08.03. Authorized Representatives. Any officer, agent, employee, or independent contractor retained or employed by either party, acting within authority given him by that party.

27.15.08.04. Damage. Injury, deterioration, or loss to a person or property caused by another person's acts or omissions. Damage includes death.

27.15.08.05. Damages. A monetary compensation or indemnity amount that can be recovered in the courts by any person who has suffered damage to his or her person, property, or rights through another's act or omission.

27.15.08.06. Destruction. Any damage, as defined herein, to or disfigurement of the Premises.

27.15.08.07. Encumbrance. Any deed of trust, mortgage, bond indenture, or other written security device or agreement affecting the Premises, and the note, bond, or other obligation secured by it, that constitutes security for the payment of a debt or performance of an obligation.

27.15.08.08. Expiration. The coming to an end of the time specified in the Lease as its duration, including any extension of the term resulting from the exercise of an option to extend.

27.15.08.09. Good Condition. The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, show windows, appurtenances, and LESSEE's personal property as defined herein. "In good condition" means first-class, neat, clean, and broomclean,

and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

27.15.08.10. Hold Harmless. To defend and indemnify from all liability, losses, penalties, damages as defined herein, costs, expenses (including, without limitation, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage, as defined herein, to any person or property.

27.15.08.11. Law. Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipality, territory, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the Lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

27.15.08.12. Lender. The beneficiary, mortgagee, secured party, bondholder, or other holder of an encumbrance, as defined herein.

27.15.08.13. Lien. A charge imposed on the Premises by someone other than GIAA, by which the Premises are security for the performance of an act. Most of the liens referred to in this Lease are mechanics' liens.

27.15.08.14. Maintenance. Repairs, replacement, repainting, and cleaning.

27.15.08.15. Person. One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

27.15.08.16. Provision. Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

27.15.08.17. Rent. Rent, prepaid rent, additional rent, real property taxes and assessments, insurance, utilities, and other similar charges payable by LESSEE to GIAA.

27.15.08.18. Restoration. The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.

27.15.08.19. Successor. Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this Lease, to the rights or obligations of either party.

27.15.08.20. LESSEE's Improvements. Any addition to or modification of the Premises made by LESSEE before, at, or near the commencement or during the term of, including, without limitation, fixtures (not including LESSEE's trade fixtures, as defined herein).

27.15.08.21. LESSEE's Personal Property. LESSEE's equipment, furniture, merchandise, and movable property placed on the Premises by LESSEE, including LESSEE's trade fixtures, as defined herein.

27.15.08.22. LESSEE's Trade Fixture. Any property installed in or on the Premises by LESSEE for purposes of trade, manufacture, ornament, or related use.

27.15.08.23. Term. The period of time during which LESSEE has a right to occupy the Premises other than holdover periods.

27.15.08.24. Termination. The ending of the term for any reason before expiration, as defined in this Section 28.15.

27.16. Exhibits Incorporated Into Lease. All exhibits referred to are attached to this Lease and incorporated by reference.

27.17. Guam Law. This Lease shall be construed and interpreted in accordance with the laws of Guam.

27.18. Integrated Agreement. This Lease contains the entire agreement of the parties and cannot be amended or modified except by a written agreement.

27.19. Agency. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association.

27.20. Binding Effect; Counterparts. This Lease shall not be binding and in effect until a counterpart hereof has been fully executed and delivered by the parties each to the other.

// SIGNATURES ON THE NEXT PAGE //

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed effective as of the day and year first above-written.

A. B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

By: 

CHARLES H. ADA II
Executive Manager

Date: 10/30/18

MICRONESIAN AVIATION SYSTEMS

By: 

MINORU MIYAJI
President

Date: 10/26/2018

CONCURRED:

ATTEST:

By: 

RICARDO C. DUENAS
Chairman, GIAA Board of Directors

Date: 11/1/18

By: 

Name: Xiang Dong Lin
Title: Owner

Date: 10/26/2018

APPROVED AS TO FORM:

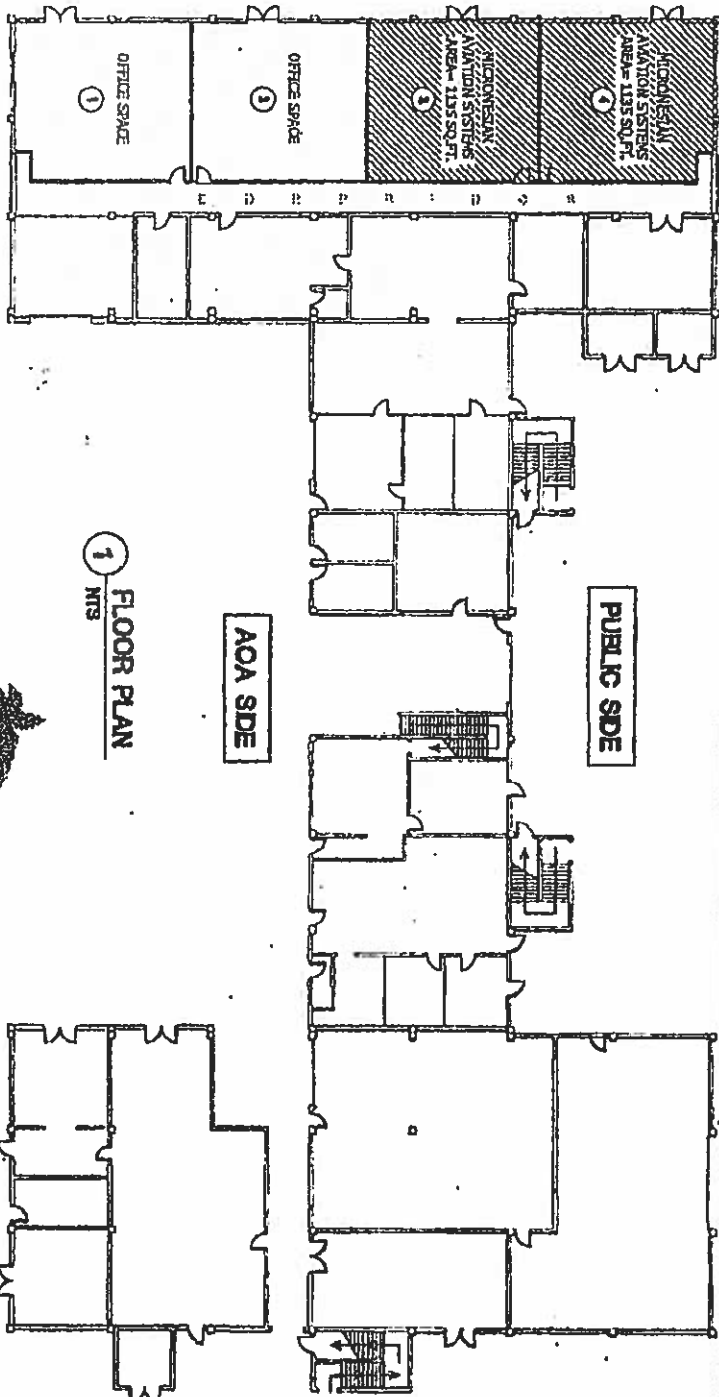
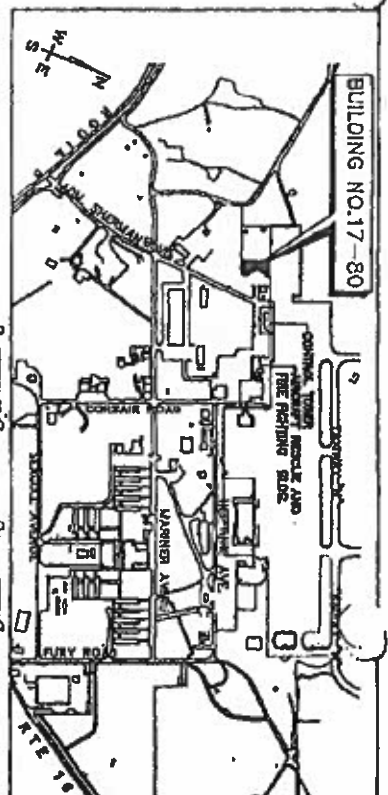
Torres Law Group

By: 

PHILLIP TORRES
GIAA Legal Counsel

Date: 10/18/18

EXHIBIT A



Antonio B. Won Pat
GUAM INTERNATIONAL AIRPORT AUTHORITY
 MICRONISIAN AVIATION SYSTEMS
 TOTAL AREA = 2,220 SQ. FT.
 A-1

EXHIBIT B

**RULES & REGULATIONS
(ARTICLE 1, 1.06 OF THE LEASE)**

Locks and Keys

§1. No additional locks shall be placed upon any doors of the Premises, and Tenant agrees not to have any duplicate keys made without the consent of the Landlord. If more than two (2) for any doorlock are desired, the additional number shall be paid for by Tenant. Upon termination of this Lease, Tenant shall surrender all keys.

Wiring

§2. When wiring of any kind is introduced it must be connected as directed by GIAA, and no boring or cutting for wires will be allowed except with the consent of Landlord. The location of telephones, call boxes, and other office equipment affixed to the Premises shall be prescribed by Landlord.

Plumbing

§3. The toilet rooms, toilets, urinals, washbowls, and other apparatus available to Tenant shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind shall be thrown into them, and the expense of any brokerage, stoppage, or damage resulting from the violation of this rule shall be paid by the Tenant (or its authorized representative or invitees) that has caused it.

Halls and Stairways

§4. The common halls, passages, exits, and entrances in the Premises shall not be obstructed by any of the Tenants in the building or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, and entrances are not for use of the general public, and Landlord shall retain the right to control and prevent access to them by all persons whose presence in the judgment of Landlord will be prejudicial to the safety, character, reputation, and interest of the building and its Tenants. However, nothing in these Rules and Regulations shall be construed to prevent access by persons with whom Tenant usually deals in the ordinary course of its business, unless those persons are engaged in illegal activities.

Obstructing Light

§5. Tenant shall not allow anything to be placed against or near the glass in the partitions or in the doors between the Premises and in the halls or corridors. The doors between the Premises and the corridors of the building shall at all times, except when in actual use for ingress and egress, be kept closed.

Moving Furnitures

§6. No furniture, freight, or equipment of any kind shall be brought into or removed from the building without the consent of Landlord or Landlord's agent; and all moving of the same, into or out of the building, by Tenants, shall be done at such times and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size, and position of all safes and other heavy property brought into the building, and also the times and manner of moving the same in and out of the building. Landlord will not be responsible for loss of or damage to any such safe or property from any cause, but all damage done to the building by moving or maintaining any such safe or property shall be repaired at the expense of Tenant.

Janitor Services

§7. Tenant shall employ persons as janitors for the purpose of cleaning the Premises, unless otherwise agreed. Landlord shall be in no way responsible for any loss of or damage to property from the Premises, however occurring.

Violations by Other Tenants

§8. Landlord shall not be responsible to Tenant or to any other person for the nonobservance or violation of these Rules and Regulations by any other tenant or other person. Tenant shall be deemed to have read these Rules and to have agreed to abide by them as a condition to its occupancy of the space leased.

Defacing Premises

§9. Tenant shall not mark, drive nails, screw, or drill into the partitions, woodwork, or plaster, or in any way deface the Premises.

Deliver Keys

§10. Tenant, on termination of its tenancy, shall deliver to Landlord the keys of offices, rooms, and toilet rooms that were furnished to Tenant or that Tenant has had made. In case of loss of any keys furnished by Landlord, Tenant shall pay Landlord for them.

Floor Covering

§11. Tenant shall not lay linoleum, tile, carpet, or other floor covering so that it is affixed to the floor of the Premises, without Landlord's approval.

Building Closed

§12. Landlord reserves the right to close and keep locked all entrance and exit doors of the building on Saturdays, Sundays, and legal holidays, and on other days, between the hours of 7:00 p.m. and 6:00 a.m. of the following day, and during such other hours as Landlord deems advisable for the adequate protection of the building and the property of its tenants.

No Littering

§13. Tenant and its authorized representatives or invitees shall not throw cigar and cigarette butts or other substances or litter of any kind in or about the building, except in receptacles placed in or for that purpose.

Removal of Persons

§14. Landlord reserves the right to exclude or expel from the building any person who, in the judgment of Landlord, is intoxicated, or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the building.

Closing Precautions

§15. Tenant shall see that the windows, transoms, and doors of the Premises are closed and securely locked before leaving the building and must observe strict care not to leave windows open when it rains and Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building, and that all electricity, gas, or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness, Tenant shall make good all injuries sustained by other Tenant or occupants of the building or Landlord.

No Loitering

§16. Tenant and its authorized representatives and invitees shall not loiter in the parking or other common areas that Tenant has the right to use. They shall in no way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances, and exits; they shall use them only as ingress to and egress from their work areas.

No Nuisances

§17. Tenant and its authorized representatives and invitees shall not make or permit any noise in the building that is annoying, unpleasant, or distasteful, interfere in any way with other tenants or those having business with them, or bring into or keep within the building or common areas any animal, bird, or bicycle or other vehicle, except such vehicles as they are permitted to park in the parking area, in accordance with the Rules and Regulations.

Attachment

§18. This exhibit is attached to the Lease pursuant to §1.06 thereof.

Initials:
GIAA:
LESSEE:

EXHIBIT C

EXHIBIT C

MICRONESIAN AVIATION SYSTEMS, INC.

RENT PAYMENT SCHEDULE

AREA	LEASE PERIOD	SQ. FT.	RATE (1)	MONTHLY PAYMENT
Nose Dock Hangar Bldg. 17-80 (Rm. 1 and 2)	08/17/18 – 08/16/20	2,270	\$1.20	\$2,724.00

(1) Rate is per square foot per month.

Exhibit B

A.B. WONPAT GUAM INTERNATIONAL AIRPORT AUTHORITY
MICRONESIAN AVIATION SYSTEMS, INC. - 6037
INTEREST CHARGES AS OF JULY 19, 2023

INVOICE			DATE		9/30/20	7/19/2023
PERIOD	NUMBER	AMOUNT	DUE	PAID	DAYS IN ARREARS	INTEREST DUE
LANDING & PARKING FEES						
11/30/19	70320	0.44	01/04/20		1022	0.22
01/31/20	70938	3,877.17	03/10/20		1022	1,954.09
02/29/20	71138	1,998.55	04/07/20		1022	1,007.27
03/31/20	71388	1,100.03	05/02/20		1022	554.42
05/31/20	71843	542.50	07/03/20		1022	273.42
06/30/20	72079	262.50	08/01/20		1022	132.30
07/31/20	72346	271.25	09/16/20		1022	136.71
08/31/20	72578	329.41	10/05/20		1017	165.21
09/30/20	72629	262.50	10/28/20		994	128.68
10/31/20	72994	271.25	12/04/20		957	128.02
11/30/20	73171	262.50	12/31/20		930	120.39
12/31/20	73371	271.25	01/29/21		901	120.52
01/31/21	73588	271.25	03/04/21		867	115.98
02/28/21	73783	245.00	04/01/21		839	101.37
03/31/21	73979	271.25	05/04/21		806	107.82
04/30/21	74148	262.50	05/29/21		781	101.10
05/31/21	74354	271.25	06/30/21		749	100.19
06/30/21	74628	262.50	08/14/21		704	91.13
07/31/21	74832	271.25	09/04/21		683	91.36
08/31/21	75080	271.25	10/12/21		645	86.28
09/30/21	75336	262.50	11/09/21		617	79.87
10/31/21	75572	271.25	12/08/21		588	78.66
11/30/21	75788	262.50	01/16/22		549	71.07
12/31/21	76040	271.25	02/10/22		524	70.09
01/31/22	76242	271.25	03/10/22		496	66.35
02/28/22	76472	245.00	04/02/22		473	57.15
03/31/22	76680	271.25	05/04/22		441	58.99
04/30/22	76939	262.50	06/07/22		407	52.69
05/31/22	77130	271.25	06/29/22		385	51.50
06/30/22	77397	262.50	07/30/22		354	45.83
07/31/22	77608	271.25	09/09/22		313	41.87
08/31/22	77882	271.25	10/07/22		285	38.12
09/30/22	78166	262.50	11/05/22		256	33.14
10/31/22	78468	271.25	12/08/22		223	29.83
11/30/22	78688	262.50	01/07/23		193	24.98
12/31/22	78956	271.25	02/09/23		160	21.40
01/31/23	79299	271.25	03/22/23		119	15.92
02/28/23	79371	245.00	04/08/23		102	12.32
03/31/23	79661	271.25	05/02/23		78	10.43
04/30/23	79902	262.50	05/27/23		53	6.86
05/31/23	80149	271.25	07/06/23		13	1.74
06/30/23	80366	262.50	07/29/23			-
Total		17,420.80				6,385.30

POWER RECOVERY						
05/31/20	71899	874.32	07/07/20		1022	440.66
07/31/20	72308	1,519.48	09/04/20		1022	765.81
09/30/20	72724	1,129.47	11/05/20		986	549.20
11/30/20	73225	446.30	01/02/21		928	204.25
11/30/20	73230	637.89	01/07/21		923	290.35
01/31/21	73613	721.46	03/04/21		867	308.47
02/28/21	73810	603.38	04/01/21		839	249.65

02/28/21	73932	508.32	04/14/21		826	207.06
04/30/21	74210	637.20	05/29/21		781	245.42
04/30/21	74240	640.70	06/11/21		768	242.66
05/31/21	74548	718.73	07/15/21		734	260.16
06/30/21	74663	618.01	08/14/21		704	214.56
09/30/21	75511	1,292.11	11/20/21		606	386.15
10/31/21	75605	618.57	12/08/21		588	179.37
10/31/21	75606	618.17	12/08/21		588	179.25
02/28/22	76456	2,808.07	04/02/22		473	655.01
03/31/22	76732	758.57	05/04/22		441	164.97
06/30/22	77546	2,121.61	08/20/22		333	348.41
07/31/22	77661	817.85	09/10/22		312	125.84
08/31/22	77933	748.28	10/08/22		284	104.80
09/30/22	78123	946.04	11/04/22		257	119.90
10/31/22	78448	930.26	12/08/22		223	102.30
12/31/22	78917	789.17	02/09/23		160	62.27
01/31/23	79349	819.07	03/30/23		111	44.84
02/28/23	79619	806.71	04/29/23		81	32.22
03/31/23	79622	859.64	04/29/23		81	34.34
04/30/23	79967	1,023.55	06/02/23		47	23.72
Total		25,012.91				6,541.63

RENT						
07/01/20	71983	2,724.00	07/01/20		1022	1,372.90
08/01/20	72227	2,724.00	08/01/20		1022	1,372.90
09/01/20	72431	2,724.00	09/01/20		1022	1,372.90
10/01/20	72813	2,724.00	10/01/20		1021	1,371.55
11/01/20	72910	2,724.00	11/01/20		990	1,329.91
12/01/20	73099	2,724.00	12/01/20		960	1,289.61
01/01/21	73296	2,724.00	01/01/21		929	1,247.97
02/01/21	73511	2,724.00	02/01/21		898	1,206.32
03/01/21	73702	2,724.00	03/01/21		870	1,168.71
04/01/21	73896	2,724.00	04/01/21		839	1,127.06
05/01/21	74091	2,724.00	05/01/21		809	1,086.76
06/01/21	74299	2,724.00	06/01/21		778	1,045.12
07/01/21	74509	2,724.00	07/01/21		748	1,004.82
08/01/21	74723	2,724.00	08/01/21		717	963.18
09/01/21	74960	2,724.00	09/01/21		686	921.63
10/01/21	75246	2,724.00	10/01/21		656	881.23
11/01/21	75474	2,724.00	11/01/21		625	839.59
12/01/21	75709	2,724.00	12/01/21		595	799.29
01/01/22	75886	2,724.00	01/01/22		564	757.65
02/01/22	76117	2,724.00	02/01/22		533	716.00
03/01/22	76336	2,724.00	03/01/22		505	678.39
04/01/22	76555	2,724.00	04/01/22		474	636.74
05/01/22	76789	2,724.00	05/01/22		444	596.44
06/01/22	77014	2,724.00	06/01/22		413	554.80
07/01/22	77254	2,724.00	07/01/22		383	514.50
08/01/22	77496	2,724.00	08/01/22		352	472.86
09/01/22	77770	2,724.00	09/01/22		321	431.21
10/01/22	78046	2,724.00	10/01/22		291	390.91
11/01/22	78297	2,724.00	11/01/22		260	349.27
12/01/22	78548	2,724.00	12/01/22		230	308.97
01/01/23	78793	2,724.00	01/01/23		199	267.33
02/01/23	79026	2,724.00	02/01/23		168	225.68
03/01/23	79238	2,724.00	03/01/23		140	188.07
04/01/23	79508	2,724.00	04/01/23		109	146.42
05/01/23	79769	2,724.00	05/01/23		79	106.12
06/01/23	80013	2,724.00	06/01/23		48	64.48
07/01/23	80251	2,724.00	07/01/23		18	24.18
Total		100,788.00				27,831.37

BADGES					
09/30/20	72667	15.00	10/29/20	993	7.35
02/28/23	79444	30.00	04/08/23	102	1.51
Total		45.00			8.85

INTEREST CHARGES

PERIOD	INVOICE NO.	INVOICE AMOUNT
01/31/20	71000	\$696.37
06/30/20	72159	\$1,540.27
		\$2,236.64

TYPE	Outstanding	Interest
Landing & Parking Fee	17,420.60	6,385.30
Power Recovery	25,012.91	6,541.63
Rent	100,788.00	27,831.37
Badges	45.00	8.85
Interest Charges	2,236.64	
Total	145,503.15	40,767.15

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 2
Date 07/18/23
Account 6037
Statement No

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 73979	05/04/21	00042000 (Sales Order	271.25	.00	.00	.00	271.25
RI 74148	05/29/21	00042072 (Sales Order	262.50	.00	.00	.00	262.50
RI 74210	05/29/21	00042135 (Sales Order	637.20	.00	.00	.00	637.20
RD 74299	06/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74240	06/11/21	00042165 (Sales Order	640.70	.00	.00	.00	640.70
RI 74354	06/30/21	00042189 (Sales Order	271.25	.00	.00	.00	271.25
RD 74509	07/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74548	07/15/21	00042308 (Sales Order	718.73	.00	.00	.00	718.73
RD 74723	08/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74628	08/14/21	00042386 (Sales Order	262.50	.00	.00	.00	262.50
RI 74663	08/14/21	00042368 (Sales Order	618.01	.00	.00	.00	618.01
RD 74960	09/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74832	09/04/21	00042495 (Sales Order	271.25	.00	.00	.00	271.25
RD 75246	10/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75080	10/12/21	00042655 (Sales Order	271.25	.00	.00	.00	271.25
RD 75474	11/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75336	11/09/21	00042829 (Sales Order	262.50	.00	.00	.00	262.50
RI 75511	11/20/21	00042925 (Sales Order	1,292.11	.00	.00	.00	1,292.11
RI 75572	12/08/21	00042981 (Sales Order	271.25	.00	.00	.00	271.25
RI 75605	12/08/21	00043014 (Sales Order	618.57	.00	.00	.00	618.57
RI 75606	12/08/21	00043016 (Sales Order	618.17	.00	.00	.00	618.17
RI 75709	12/28/21	00043058 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RD 75886	01/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75788	01/16/22	00043113 (Sales Order	262.50	.00	.00	.00	262.50
RD 76117	02/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76040	02/10/22	00043275 (Sales Order	271.25	.00	.00	.00	271.25
RD 76336	03/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76242	03/10/22	00043371 (Sales Order	271.25	.00	.00	.00	271.25
RD 76555	04/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76456	04/02/22	00043561 (Sales Order	2,808.07	.00	.00	.00	2,808.07
RI 76472	04/02/22	00043498 (Sales Order	245.00	.00	.00	.00	245.00
RD 76789	05/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76680	05/04/22	00043630 (Sales Order	271.25	.00	.00	.00	271.25
RI 76732	05/04/22	00043701 (Sales Order	758.57	.00	.00	.00	758.57
RD 77014	06/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76939	06/07/22	00043801 (Sales Order	262.50	.00	.00	.00	262.50

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

*** PROOF *** Page - 3
Date - 07/18/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 77130	06/29/22	00043912 (Sales Order	271.25	.00		.00	271.25
RI 77546	06/30/22	00044146 (Sales Order	848.66	.00		.00	848.66
RD 77254	07/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 77397	07/30/22	00044082 (Sales Order	262.50	.00		.00	262.50
RD 77496	08/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 77546	08/20/22	00044146 (Sales Order	2,970.27	.00		.00	2,970.27
RD 77770	09/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 77608	09/09/22	00044202 (Sales Order	271.25	.00		.00	271.25
RI 77661	09/10/22	00044255 (Sales Order	817.85	.00		.00	817.85
RD 78046	10/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 77882	10/07/22	00044434 (Sales Order	271.25	.00		.00	271.25
RI 77933	10/08/22	00044391 (Sales Order	748.28	.00		.00	748.28
RD 78297	11/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 78123	11/04/22	00044612 (Sales Order	946.04	.00		.00	946.04
RI 78166	11/05/22	00044587 (Sales Order	262.50	.00		.00	262.50
RD 78548	12/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 78448	12/08/22	00044780 (Sales Order	930.26	.00		.00	930.26
RI 78468	12/08/22	00044802 (Sales Order	271.25	.00		.00	271.25
RD 78793	01/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 78688	01/07/23	00044925 (Sales Order	262.50	.00		.00	262.50
RD 79026	02/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 78917	02/09/23	00045110 (Sales Order	789.17	.00		.00	789.17
RI 78956	02/09/23	00045034 (Sales Order	271.25	.00		.00	271.25
RD 79238	03/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 79299	03/22/23	00045288 (Sales Order	271.25	.00		.00	271.25
RI 79349	03/30/23	00045343 (Sales Order	819.07	.00		.00	819.07
RD 79508	04/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 79371	04/08/23	00045360 (Sales Order	245.00	.00		.00	245.00
RI 79444	04/08/23	00045434 (Sales Order	30.00	.00		.00	30.00
RI 79619	04/29/23	00045618 (Sales Order	806.71	.00		.00	806.71
RI 79622	04/29/23	00045621 (Sales Order	859.64	.00		.00	859.64
RD 79769	05/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 79661	05/02/23	00045513 (Sales Order	271.25	.00		.00	271.25
RI 79902	05/27/23	00045685 (Sales Order	262.50	.00		.00	262.50
RD 80013	06/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00		.00	2,724.00
RI 79967	06/02/23	00045808 (Sales Order	1,023.55	.00		.00	1,023.55

STATEMENT OF ACCOUNT

Micronesian Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page - 4
Date - 07/18/23
Account - 6037
Statement No -

	Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RD	80251	07/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI	80149	07/06/23	00045905 (Sales Order	271.25	.00	.00	.00	271.25
RI	80366	07/29/23	00046006 (Sales Order	262.50	.00	.00	.00	262.50
TOTAL CURRENT BALANCE DUE								145,503.15

1) Interest charges are being assessed at a rate of 18 percent per annum on all unpaid invoices from due date until paid in full.
If payment has already been made, please contact our office (Accounts Receivable) to verify receipt of payment at (671) 646-0303 or fax at (671) 649-8112

Payment may be remitted to the following:

2) Wire Transfer Instructions:
GIAA Revenue Fund Account No.: 2501-002547
c/o Bank of Guam
111 Chalan Santo Papa
Agana, Guam 96910
ABA No.: 1214-0511-5

**This statement includes all payments received by our office as of this printing. Any payments made after this statement was printed will be reflected on your next statement.

S U M M A R Y P A G E

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
			149,872.86	.00	4,369.71	.00	145,503.15

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 1
Date 07/18/23
Account 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 70320	01/04/20	00039856 (Sales Order	2,748.84	.00	2,748.40-	.00	.44
RI 70938	03/10/20	00040264 (Sales Order	3,877.17	.00	.00	.00	3,877.17
RI 71000	03/17/20	00040328 (Sales Order	974.04	.00	277.67-	.00	696.37
RI 71138	04/07/20	00040368 (Sales Order	1,998.55	.00	.00	.00	1,998.55
RI 71388	05/02/20	00040617 (Sales Order	1,100.03	.00	.00	.00	1,100.03
RD 71983	07/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 71843	07/03/20	00040784 (Sales Order	542.50	.00	.00	.00	542.50
RI 71899	07/07/20	00040838 (Sales Order	874.32	.00	.00	.00	874.32
RD 72227	08/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72079	08/01/20	00040931 (Sales Order	262.50	.00	.00	.00	262.50
RI 72159	08/19/20	00041006 (Sales Order	2,883.91	.00	1,343.64-	.00	1,540.27
RD 72431	09/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72308	09/04/20	00041059 (Sales Order	1,519.46	.00	.00	.00	1,519.46
RI 72346	09/16/20	00041097 (Sales Order	271.25	.00	.00	.00	271.25
RD 72813	10/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72576	10/05/20	00041232 (Sales Order	329.41	.00	.00	.00	329.41
RI 72629	10/28/20	00041282 (Sales Order	262.50	.00	.00	.00	262.50
RI 72667	10/29/20	00041320 (Sales Order	15.00	.00	.00	.00	15.00
RD 72910	11/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72724	11/05/20	00041377 (Sales Order	1,129.47	.00	.00	.00	1,129.47
RD 73099	12/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72994	12/04/20	00041488 (Sales Order	271.25	.00	.00	.00	271.25
RI 73171	12/31/20	00041563 (Sales Order	262.50	.00	.00	.00	262.50
RD 73296	01/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73225	01/02/21	00041615 (Sales Order	446.30	.00	.00	.00	446.30
RI 73230	01/07/21	00041620 (Sales Order	637.89	.00	.00	.00	637.89
RI 73371	01/29/21	00041676 (Sales Order	271.25	.00	.00	.00	271.25
RD 73511	02/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RD 73702	03/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73588	03/04/21	00041804 (Sales Order	271.25	.00	.00	.00	271.25
RI 73613	03/04/21	00041829 (Sales Order	721.46	.00	.00	.00	721.46
RD 73896	04/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73783	04/01/21	00041901 (Sales Order	245.00	.00	.00	.00	245.00
RI 73810	04/01/21	00041929 (Sales Order	603.38	.00	.00	.00	603.38
RI 73932	04/14/21	00041962 (Sales Order	508.32	.00	.00	.00	508.32
RD 74091	05/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00

A.B. WONPAT GUAM INTERNATIONAL AIRPORT AUTHORITY
MICRONESIAN AVIATION SYSTEMS, INC. - 6037
INTEREST CHARGES AS OF JULY 19, 2023

INVOICE				9/30/20	7/19/2023
PERIOD	NUMBER	AMOUNT	DATE	PAID	INTEREST
			DUE	ARREARS	DUE
LANDING & PARKING FEES					
11/30/19	70320	0.44	01/04/20		0.22
01/31/20	70938	3,877.17	03/10/20		1,954.09
02/29/20	71138	1,998.55	04/07/20		1,007.27
03/31/20	71388	1,100.03	05/02/20		554.42
05/31/20	71843	542.50	07/03/20		273.42
06/30/20	72079	262.50	08/01/20		132.30
07/31/20	72346	271.25	09/16/20		136.71
08/31/20	72576	329.41	10/05/20		165.21
09/30/20	72629	262.50	10/28/20		128.68
10/31/20	72994	271.25	12/04/20		128.02
11/30/20	73171	262.50	12/31/20		120.39
12/31/20	73371	271.25	01/29/21		120.52
01/31/21	73588	271.25	03/04/21		115.98
02/28/21	73783	245.00	04/01/21		101.37
03/31/21	73979	271.25	05/04/21		107.82
04/30/21	74148	262.50	05/28/21		101.10
05/31/21	74354	271.25	06/30/21		100.19
06/30/21	74628	262.50	08/14/21		91.13
07/31/21	74832	271.25	09/04/21		91.36
08/31/21	75080	271.25	10/12/21		86.28
09/30/21	75336	262.50	11/09/21		79.87
10/31/21	75572	271.25	12/08/21		78.66
11/30/21	75788	262.50	01/16/22		71.07
12/31/21	76040	271.25	02/10/22		70.09
01/31/22	76242	271.25	03/10/22		66.35
02/28/22	76472	245.00	04/02/22		57.15
03/31/22	76680	271.25	05/04/22		58.99
04/30/22	76939	262.50	06/07/22		52.69
05/31/22	77130	271.25	06/29/22		51.50
06/30/22	77397	262.50	07/30/22		45.83
07/31/22	77608	271.25	09/09/22		41.87
08/31/22	77862	271.25	10/07/22		38.12
09/30/22	78166	262.50	11/05/22		33.14
10/31/22	78468	271.25	12/08/22		29.83
11/30/22	78688	262.50	01/07/23		24.98
12/31/22	78956	271.25	02/09/23		21.40
01/31/23	79299	271.25	03/22/23		15.92
02/28/23	79371	245.00	04/08/23		12.32
03/31/23	79661	271.25	05/02/23		10.43
04/30/23	79902	262.50	05/27/23		6.86
05/31/23	80149	271.25	07/06/23		1.74
06/30/23	80366	262.50	07/29/23		-
Total		17,420.60			6,385.30

POWER RECOVERY					
05/31/20	71899	874.32	07/07/20		440.66
07/31/20	72308	1,519.46	09/04/20		765.81
09/30/20	72724	1,129.47	11/05/20		549.20
11/30/20	73225	446.30	01/02/21		204.25
11/30/20	73230	637.89	01/07/21		280.35
01/31/21	73613	721.46	03/04/21		308.47
02/28/21	73810	603.38	04/01/21		249.65

02/28/21	73932	508.32	04/14/21		826	207.06
04/30/21	74210	637.20	05/29/21		781	245.42
04/30/21	74240	640.70	06/11/21		768	242.66
05/31/21	74548	718.73	07/15/21		734	260.16
06/30/21	74663	618.01	08/14/21		704	214.56
09/30/21	75511	1,292.11	11/20/21		606	386.15
10/31/21	75605	618.57	12/08/21		588	179.37
10/31/21	75606	618.17	12/08/21		588	179.25
02/28/22	76456	2,808.07	04/02/22		473	655.01
03/31/22	76732	758.57	05/04/22		441	164.97
06/30/22	77546	2,121.61	08/20/22		333	348.41
07/31/22	77661	817.85	09/10/22		312	125.84
08/31/22	77933	748.28	10/08/22		284	104.80
09/30/22	78123	946.04	11/04/22		257	119.90
10/31/22	78448	930.26	12/08/22		223	102.30
12/31/22	78917	789.17	02/09/23		160	62.27
01/31/23	79349	819.07	03/30/23		111	44.84
02/28/23	79619	806.71	04/29/23		81	32.22
03/31/23	79622	859.64	04/29/23		81	34.34
04/30/23	79967	1,023.55	06/02/23		47	23.72
Total		25,012.91				6,541.63

RENT					
07/01/20	71983	2,724.00	07/01/20	1022	1,372.90
08/01/20	72227	2,724.00	08/01/20	1022	1,372.90
09/01/20	72431	2,724.00	09/01/20	1022	1,372.90
10/01/20	72813	2,724.00	10/01/20	1021	1,371.55
11/01/20	72910	2,724.00	11/01/20	990	1,329.91
12/01/20	73099	2,724.00	12/01/20	960	1,289.61
01/01/21	73296	2,724.00	01/01/21	929	1,247.97
02/01/21	73511	2,724.00	02/01/21	898	1,206.32
03/01/21	73702	2,724.00	03/01/21	870	1,168.71
04/01/21	73896	2,724.00	04/01/21	839	1,127.06
05/01/21	74091	2,724.00	05/01/21	809	1,086.76
06/01/21	74299	2,724.00	06/01/21	778	1,045.12
07/01/21	74509	2,724.00	07/01/21	748	1,004.82
08/01/21	74723	2,724.00	08/01/21	717	963.18
09/01/21	74960	2,724.00	09/01/21	686	921.63
10/01/21	75246	2,724.00	10/01/21	656	881.23
11/01/21	75474	2,724.00	11/01/21	625	839.59
12/01/21	75709	2,724.00	12/01/21	595	799.29
01/01/22	75886	2,724.00	01/01/22	564	757.65
02/01/22	76117	2,724.00	02/01/22	533	716.00
03/01/22	76336	2,724.00	03/01/22	505	678.39
04/01/22	76555	2,724.00	04/01/22	474	636.74
05/01/22	76789	2,724.00	05/01/22	444	596.44
06/01/22	77014	2,724.00	06/01/22	413	554.80
07/01/22	77254	2,724.00	07/01/22	383	514.50
08/01/22	77496	2,724.00	08/01/22	352	472.86
09/01/22	77770	2,724.00	09/01/22	321	431.21
10/01/22	78046	2,724.00	10/01/22	291	390.91
11/01/22	78297	2,724.00	11/01/22	260	349.27
12/01/22	78548	2,724.00	12/01/22	230	308.97
01/01/23	78793	2,724.00	01/01/23	199	267.33
02/01/23	79026	2,724.00	02/01/23	168	225.88
03/01/23	79238	2,724.00	03/01/23	140	188.07
04/01/23	79508	2,724.00	04/01/23	109	146.42
05/01/23	79769	2,724.00	05/01/23	79	106.12
06/01/23	80013	2,724.00	06/01/23	48	64.48
07/01/23	80251	2,724.00	07/01/23	18	24.18
Total		100,788.00			27,831.37

BADGES						
09/30/20	72667	15.00	10/29/20		993	7.35
02/28/23	79444	30.00	04/08/23		102	1.51
Total		45.00				8.85

INTEREST CHARGES

PERIOD	INVOICE NO.	INVOICE AMOUNT
01/31/20	71000	\$696.37
06/30/20	72159	\$1,540.27
		\$2,236.64

TYPE	Outstanding	Interest
Landing & Parking Fee	17,420.60	6,385.30
Power Recovery	25,012.91	6,541.63
Rent	100,788.00	27,831.37
Badges	45.00	8.85
Interest Charges	2,236.64	
Total	145,503.15	40,767.15

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 2
Date 07/18/23
Account 6037
Statement No

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 73979	05/04/21	00042000 (Sales Order	271.25	.00	.00	.00	271.25
RI 74148	05/29/21	00042072 (Sales Order	262.50	.00	.00	.00	262.50
RI 74210	05/29/21	00042135 (Sales Order	637.20	.00	.00	.00	637.20
RD 74299	06/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74240	06/11/21	00042165 (Sales Order	640.70	.00	.00	.00	640.70
RI 74354	06/30/21	00042189 (Sales Order	271.25	.00	.00	.00	271.25
RD 74509	07/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74548	07/15/21	00042308 (Sales Order	718.73	.00	.00	.00	718.73
RD 74723	08/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74628	08/14/21	00042386 (Sales Order	262.50	.00	.00	.00	262.50
RI 74663	08/14/21	00042368 (Sales Order	618.01	.00	.00	.00	618.01
RD 74960	09/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74832	09/04/21	00042495 (Sales Order	271.25	.00	.00	.00	271.25
RD 75246	10/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75080	10/12/21	00042655 (Sales Order	271.25	.00	.00	.00	271.25
RD 75474	11/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75336	11/09/21	00042829 (Sales Order	262.50	.00	.00	.00	262.50
RI 75511	11/20/21	00042925 (Sales Order	1,292.11	.00	.00	.00	1,292.11
RI 75572	12/08/21	00042981 (Sales Order	271.25	.00	.00	.00	271.25
RI 75605	12/08/21	00043014 (Sales Order	618.57	.00	.00	.00	618.57
RI 75606	12/08/21	00043016 (Sales Order	618.17	.00	.00	.00	618.17
RI 75709	12/28/21	00043058 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RD 75886	01/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75788	01/16/22	00043113 (Sales Order	262.50	.00	.00	.00	262.50
RD 76117	02/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76040	02/10/22	00043275 (Sales Order	271.25	.00	.00	.00	271.25
RD 76336	03/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76242	03/10/22	00043371 (Sales Order	271.25	.00	.00	.00	271.25
RD 76555	04/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76456	04/02/22	00043561 (Sales Order	2,808.07	.00	.00	.00	2,808.07
RI 76472	04/02/22	00043498 (Sales Order	245.00	.00	.00	.00	245.00
RD 76789	05/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76680	05/04/22	00043630 (Sales Order	271.25	.00	.00	.00	271.25
RI 76732	05/04/22	00043701 (Sales Order	758.57	.00	.00	.00	758.57
RD 77014	06/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76939	06/07/22	00043801 (Sales Order	262.50	.00	.00	.00	262.50

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page - 3
Date - 07/18/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 77130	06/29/22	00043912 (Sales Order	271.25	.00	.00	.00	271.25
RI 77546	06/30/22	00044146 (Sales Order	848.66	.00	.00	.00	848.66
RD 77254	07/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77397	07/30/22	00044082 (Sales Order	262.50	.00	.00	.00	262.50
RD 77496	08/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77546	08/20/22	00044146 (Sales Order	2,970.27	.00	.00	.00	2,970.27
RD 77770	09/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77608	09/09/22	00044202 (Sales Order	271.25	.00	.00	.00	271.25
RI 77661	09/10/22	00044255 (Sales Order	817.85	.00	.00	.00	817.85
RD 78046	10/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77882	10/07/22	00044434 (Sales Order	271.25	.00	.00	.00	271.25
RI 77933	10/08/22	00044391 (Sales Order	748.28	.00	.00	.00	748.28
RD 78297	11/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78123	11/04/22	00044612 (Sales Order	946.04	.00	.00	.00	946.04
RI 78166	11/05/22	00044587 (Sales Order	262.50	.00	.00	.00	262.50
RD 78548	12/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78448	12/08/22	00044780 (Sales Order	930.26	.00	.00	.00	930.26
RI 78468	12/08/22	00044802 (Sales Order	271.25	.00	.00	.00	271.25
RD 78793	01/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78688	01/07/23	00044925 (Sales Order	262.50	.00	.00	.00	262.50
RD 79026	02/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78917	02/09/23	00045110 (Sales Order	789.17	.00	.00	.00	789.17
RI 78956	02/09/23	00045034 (Sales Order	271.25	.00	.00	.00	271.25
RD 79238	03/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 79299	03/22/23	00045288 (Sales Order	271.25	.00	.00	.00	271.25
RI 79349	03/30/23	00045343 (Sales Order	819.07	.00	.00	.00	819.07
RD 79508	04/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 79371	04/08/23	00045360 (Sales Order	245.00	.00	.00	.00	245.00
RI 79444	04/08/23	00045434 (Sales Order	30.00	.00	.00	.00	30.00
RI 79619	04/29/23	00045618 (Sales Order	806.71	.00	.00	.00	806.71
RI 79622	04/29/23	00045621 (Sales Order	859.64	.00	.00	.00	859.64
RD 79769	05/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 79661	05/02/23	00045513 (Sales Order	271.25	.00	.00	.00	271.25
RI 79902	05/27/23	00045685 (Sales Order	262.50	.00	.00	.00	262.50
RD 80013	06/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 79967	06/02/23	00045808 (Sales Order	1,023.55	.00	.00	.00	1,023.55

STATEMENT OF ACCOUNT

Micronesian Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page - 4
Date - 07/18/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RD 80251	07/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 80149	07/06/23	00045905 (Sales Order	271.25	.00	.00	.00	271.25
RI 80366	07/29/23	00046006 (Sales Order	262.50	.00	.00	.00	262.50
TOTAL CURRENT BALANCE DUE							145,503.15

1) Interest charges are being assessed at a rate of 18 percent per annum on all unpaid invoices from due date until paid in full.
If payment has already been made, please contact our office (Accounts Receivable) to verify receipt of payment at (671) 646-0303 or fax at (671) 649-8112

Payment may be remitted to the following:

2) Wire Transfer Instructions:
GIAA Revenue Fund Account No.: 2501-002547
c/o Bank of Guam
111 Chalan Santo Papa
Agana, Guam 96910
ABA No.: 1214-0511-5

**This statement includes all payments received by our office as of this printing. Any payments made after this statement was printed will be reflected on your next statement.

S U M M A R Y P A G E

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
			149,872.86	.00	4,369.71	.00	145,503.15

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 1
Date 07/18/23
Account 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 70320	01/04/20	00039856 (Sales Order	2,748.84	.00	2,748.40-	.00	.44
RI 70938	03/10/20	00040264 (Sales Order	3,877.17	.00	.00	.00	3,877.17
RI 71000	03/17/20	00040328 (Sales Order	974.04	.00	277.67-	.00	696.37
RI 71138	04/07/20	00040368 (Sales Order	1,998.55	.00	.00	.00	1,998.55
RI 71388	05/02/20	00040617 (Sales Order	1,100.03	.00	.00	.00	1,100.03
RD 71983	07/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 71843	07/03/20	00040784 (Sales Order	542.50	.00	.00	.00	542.50
RI 71899	07/07/20	00040838 (Sales Order	874.32	.00	.00	.00	874.32
RD 72227	08/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72079	08/01/20	00040931 (Sales Order	262.50	.00	.00	.00	262.50
RI 72159	08/19/20	00041006 (Sales Order	2,883.91	.00	1,343.64-	.00	1,540.27
RD 72431	09/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72308	09/04/20	00041059 (Sales Order	1,519.46	.00	.00	.00	1,519.46
RI 72346	09/16/20	00041097 (Sales Order	271.25	.00	.00	.00	271.25
RD 72813	10/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72576	10/05/20	00041232 (Sales Order	329.41	.00	.00	.00	329.41
RI 72629	10/28/20	00041282 (Sales Order	262.50	.00	.00	.00	262.50
RI 72667	10/29/20	00041320 (Sales Order	15.00	.00	.00	.00	15.00
RD 72910	11/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72724	11/05/20	00041377 (Sales Order	1,129.47	.00	.00	.00	1,129.47
RD 73099	12/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72994	12/04/20	00041488 (Sales Order	271.25	.00	.00	.00	271.25
RI 73171	12/31/20	00041563 (Sales Order	262.50	.00	.00	.00	262.50
RD 73296	01/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73225	01/02/21	00041615 (Sales Order	446.30	.00	.00	.00	446.30
RI 73230	01/07/21	00041620 (Sales Order	637.89	.00	.00	.00	637.89
RI 73371	01/29/21	00041676 (Sales Order	271.25	.00	.00	.00	271.25
RD 73511	02/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RD 73702	03/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73588	03/04/21	00041804 (Sales Order	271.25	.00	.00	.00	271.25
RI 73613	03/04/21	00041829 (Sales Order	721.46	.00	.00	.00	721.46
RD 73896	04/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73783	04/01/21	00041901 (Sales Order	245.00	.00	.00	.00	245.00
RI 73810	04/01/21	00041929 (Sales Order	603.38	.00	.00	.00	603.38
RI 73932	04/14/21	00041962 (Sales Order	508.32	.00	.00	.00	508.32
RD 74091	05/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00

Exhibit C



Tamuning, GU 96931 Fax: (671) 840-8823
www.guamairport.com

WE'RE ON I
24/7

EMAIL: official@guamairport.net

December 15, 2022

TRANSMITTED: VIA HAND-DELIVERY; CERTIFIED MAIL;

EMAIL: mm@ifcguam.com; mm2@guam.net; mm17@guam.net

Mr. Minoru Miyaji
President
Micronesia Aviation Systems
P.O. Box 10438
Tamuning, Guam 96931

A.B. WON PAT INTERNATIONAL
AIRPORT GUAM



RECEIPT

ACKNOWLEDGED

BY:

SIGNATURE

MINORU MIYAJI
PRINT NAME

MAS, INC.
COMPANY/DEPARTMENT

DATE: 12/21/22 TIME: 12:46

LO: 12/21/2022

RE: Space Lease Agreement

Dear Mr. Miyaji:

This is written concerning the above-referenced Space Lease Agreement ("Lease") between the Antonio B. Won Pat International Airport Authority, Guam ("GIAA") and Micronesia Aviation Systems, Inc. ("MAS") for the lease of a portion of Building No. 17-80 encompassing a total of 2,270 square feet of space ("the Premises").

As you know, the term for the Agreement was from August 17, 2018 to August 16, 2020 and the Lease has expired. MAS has been occupying the Premises as a holdover tenant since August 2020. To date, MAS is in arrears for rent, fees and charges in the amount of \$119,989.51. A statement of account of the rent, fees and other charges is attached hereto.

NOTICE IS HEREBY GIVEN, pursuant to Section 17.01.01 of the Lease, that you are required to pay the full sum of \$119,989.51 within ten (10) calendar days of your receipt of this letter. If you fail to pay the full amount of \$119,989.51 within such time, GIAA will have no other recourse but to declare a default under the Lease and elect to pursue its remedies as provided under the Lease or by law. Please note that partial payment does not comply with this demand letter.



Your immediate attention to this matter is warranted.

Si Yu'us Ma'ase,


JOHN W. QUINATA
Executive Manager

Enclosure

cc: PMO/Acctg.

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 1
Date 12/14/22
Account 6037
Statement No.

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 70320	01/04/20	00039856 (Sales Order	2,748.84	.00			
RI 70938	03/10/20	00040264 (Sales Order	3,877.17	.00	2,748.40	.00	.44
RI 71000	03/17/20	00040328 (Sales Order	974.04	.00	.00	.00	3,877.17
RI 71138	04/07/20	00040368 (Sales Order	1,998.55	.00	277.60	.00	696.37
RI 71388	05/02/20	00040617 (Sales Order	1,100.03	.00	.00	.00	1,998.55
RI 71983	07/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	1,100.03
RI 71843	07/03/20	00040784 (Sales Order	542.50	.00	.00	.00	2,724.00
RI 71899	07/07/20	00040838 (Sales Order	874.32	.00	.00	.00	542.50
RI 72227	08/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	874.32
RI 72079	08/01/20	00040931 (Sales Order	262.50	.00	.00	.00	2,724.00
RI 72159	08/19/20	00041006 (Sales Order	2,883.91	.00	.00	.00	262.50
RI 72431	09/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	1,343.64	.00	1,540.27
RI 72308	09/04/20	00041059 (Sales Order	1,519.46	.00	.00	.00	2,724.00
RI 72346	09/16/20	00041097 (Sales Order	271.25	.00	.00	.00	1,519.46
RI 72813	10/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	271.25
RI 72576	10/05/20	00041232 (Sales Order	329.41	.00	.00	.00	2,724.00
RI 72629	10/28/20	00041282 (Sales Order	262.50	.00	.00	.00	329.41
RI 72667	10/29/20	00041320 (Sales Order	15.00	.00	.00	.00	262.50
RI 72911	11/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	15.00
RI 72724	11/05/20	00041377 (Sales Order	1,129.47	.00	.00	.00	2,724.00
RI 73099	12/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	1,129.47
RI 72994	12/04/20	00041488 (Sales Order	271.25	.00	.00	.00	2,724.00
RI 73171	12/31/20	00041563 (Sales Order	262.50	.00	.00	.00	271.25
RI 73296	01/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	262.50
RI 73225	01/02/21	00041615 (Sales Order	446.30	.00	.00	.00	2,724.00
RI 73230	01/07/21	00041620 (Sales Order	637.89	.00	.00	.00	446.30
RI 73371	01/29/21	00041676 (Sales Order	271.25	.00	.00	.00	637.89
RI 73511	02/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	271.25
RI 73702	03/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73588	03/04/21	00041804 (Sales Order	271.25	.00	.00	.00	2,724.00
RI 73613	03/04/21	00041829 (Sales Order	721.46	.00	.00	.00	271.25
RI 73896	04/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	721.46
RI 73783	04/01/21	00041901 (Sales Order	245.00	.00	.00	.00	2,724.00
RI 73816	04/01/21	00041929 (Sales Order	603.38	.00	.00	.00	245.00
RI 73932	04/14/21	00041962 (Sales Order	508.32	.00	.00	.00	603.38
RI 74091	05/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	508.32
				.00	.00	.00	2,724.00

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 2
Date 12/14/22
Account 6037
Statement No

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 73979	05/04/21	00042000 (Sales Order	271.25	.00			
RI 74148	05/29/21	00042072 (Sales Order	262.50	.00	.00	.00	271.25
RI 74210	05/29/21	00042135 (Sales Order	637.20	.00	.00	.00	262.50
RD 74299	06/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	637.20
RI 74240	06/11/21	00042165 (Sales Order	640.70	.00	.00	.00	2,724.00
RI 74354	06/30/21	00042189 (Sales Order	271.25	.00	.00	.00	640.70
RD 74509	07/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	271.25
RI 74548	07/15/21	00042308 (Sales Order	718.73	.00	.00	.00	2,724.00
RD 74723	08/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	718.73
RI 74628	08/14/21	00042386 (Sales Order	262.50	.00	.00	.00	2,724.00
RI 74663	08/14/21	00042368 (Sales Order	618.01	.00	.00	.00	262.50
RI 74960	09/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	618.01
RI 74832	09/04/21	00042495 (Sales Order	271.25	.00	.00	.00	2,724.00
RI 75246	10/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	271.25
RI 75080	10/12/21	00042655 (Sales Order	271.25	.00	.00	.00	2,724.00
RD 75474	11/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	271.25
RI 75336	11/09/21	00042829 (Sales Order	262.50	.00	.00	.00	2,724.00
RI 75511	11/20/21	00042925 (Sales Order	1,292.11	.00	.00	.00	262.50
RI 75572	12/08/21	00042981 (Sales Order	271.25	.00	.00	.00	1,292.11
RI 75605	12/08/21	00043014 (Sales Order	618.57	.00	.00	.00	271.25
RI 75606	12/08/21	00043016 (Sales Order	618.17	.00	.00	.00	618.57
RI 75709	12/28/21	00043058 (Sales Order	2,724.00	.00	.00	.00	618.17
RD 75886	01/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75788	01/16/22	00043113 (Sales Order	262.50	.00	.00	.00	2,724.00
RD 76117	02/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	262.50
RI 76040	02/10/22	00043275 (Sales Order	271.25	.00	.00	.00	2,724.00
RD 76336	03/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	271.25
RI 76242	03/10/22	00043371 (Sales Order	271.25	.00	.00	.00	2,724.00
RD 76555	04/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	271.25
RI 76456	04/02/22	00043561 (Sales Order	2,808.07	.00	.00	.00	2,724.00
RI 76472	04/02/22	00043498 (Sales Order	245.00	.00	.00	.00	2,808.07
RD 76789	05/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	245.00
RI 76680	05/04/22	00043630 (Sales Order	271.25	.00	.00	.00	2,724.00
RI 76732	05/04/22	00043701 (Sales Order	758.57	.00	.00	.00	271.25
RD 77014	06/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	758.57
RI 76939	06/07/22	00043801 (Sales Order	262.50	.00	.00	.00	2,724.00
				.00	.00	.00	262.50

STATEMENT OF ACCOUNT

Micronesian Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 3
Date 12/14/22
Account 6037
Statement No.

Invoice Number	Invoice Due Date	Remarks	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 77135	06/29/22	00043912 (Sales Order					
RI 77546	06/30/22	00044146 (Sales Order	271.25	.00			271.25
RD 77254	07/01/22	Bldg Tiyan Hangar - 0	848.66	.00	.00	.00	848.66
RI 77397	07/30/22	00044082 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RD 77496	08/01/22	Bldg Tiyan Hangar - 0	262.50	.00	.00	.00	262.50
RI 77546	08/20/22	00044146 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RD 77770	09/01/22	Bldg Tiyan Hangar - 0	2,970.27	.00	.00	.00	2,970.27
RI 77608	09/09/22	00044202 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RI 77661	09/10/22	00044255 (Sales Order	271.25	.00	.00	.00	271.25
RD 78046	10/01/22	Bldg Tiyan Hangar - 0	817.85	.00	.00	.00	817.85
RI 77882	10/07/22	00044434 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RI 77933	10/08/22	00044391 (Sales Order	271.25	.00	.00	.00	271.25
RD 78297	11/01/22	Bldg Tiyan Hangar - 0	748.28	.00	.00	.00	748.28
RI 78123	11/04/22	00044612 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RI 78166	11/05/22	00044587 (Sales Order	946.04	.00	.00	.00	946.04
RD 78548	12/01/22	Bldg Tiyan Hangar - 0	262.50	.00	.00	.00	262.50
RI 78448	12/08/22	00044780 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RI 78468	12/08/22	00044802 (Sales Order	930.26	.00	.00	.00	930.26
			271.25	.00	.00	.00	271.25
TOTAL CURRENT BALANCE DUE							119,989.51

- 1) Interest charges are being assessed at a rate of 18 percent per annum on all unpaid invoices from due date until paid in full. If payment has already been made, please contact our office (Accounts Receivable) to verify receipt of payment at (671) 646-0303 or fax at (671) 649-8112.
- Payment may be remitted to the following:
- 2) Wire Transfer Instructions:
GIAA Revenue Fund Account No.: 2501-002547
c/o Bank of Guam
111 Chalan Santo Papa
Agana, Guam 96910
ABA No.: 1214-0511-5
- **This statement includes all payments received by our office as of this printing. Any payments made after this statement was printed will be reflected on your next statement.

From: - "GIAA Official" <official@guamairport.net>
To: "mm@lfcguam.com" <mm@lfcguam.com>, mm2@guam.net, mm17@guam.net
Date: 12/20/2022 11:16 AM
Subject: Space Lease Agreement between GIAA and MAS dated 12-15-2022

Electronic Transmittal

Date:	12-20-2022
To:	Mr. Minoru Miyaji - President of Mas
From:	Executive Manager, John M. Quinata
Subject:	Space Lease Agreement between GIAA and MAS dated 12-15-2022

Attachment (s):	Electronic Copy

X	For your information and use		For your review and action
	Per your request		For signature and return to our office
	Per our conversation		Please provide us with copy
	For your approval		For Billing Purposes

This email is being sent on behalf of the Executive Manager, John M. Quinata. Should you have any questions or require additional information, please email via official@guamairport.net or contact our office at (671)646-0300.

Transmitted by:	WW
-----------------	----

Attachments:

<u>File: Space Lease Agreement between GIAA and MAS dated 12-15-2022.pdf</u>	Size: 225k	Content Type: application/pdf
--	----------------------	---



MICRONESIAN AVIATION SYSTEMS, INC.

P.O. BOX 10438, Tamuning, Guam 96931
TEL: (671)473-9595 FAX: (671)473-9596
Email: mm@ifcguam.com
Web: <http://www.ifcguam.com>

To: Mr. JOHN M QUINATA
Executive Manager
GIAA

From: MICRONESIAN AVIATION SYSTEMS, INC.
President MINORU MIYAJI

Re: Request Extension schedule for Balance Amount payment

Dear Sir

Thank you very much for always kind support our company.

We are very happy to stay at Guam International Airport for 34 years.

We are very apogize for deray payment of GIAA Invoice.

This charged amount had been happend after this time's Corona damage.

As you already know from March 16, 2020 our company had to stop all of company operation for 2years and 3months by Corona.

Guam Govoner Office had requested for us about full stop our company operation.

As the result off course our company had to keep stop all of company operation.

Corona damage had given our company very big damage.

But off course we do understand that we have to keep payment all of GIAA's bill on schedule.

But under Corona damage condition it had been done very difficut for making the money.

The reason why Corona damage is not only our company, Guam, Japan, and every foreign countries area had been received big damaged.

But now we could do re start company operation after at July 2022.

But our company still haven't start all of the operation.

There are two reasons for that.

- 1) Our company's operate type of aircraft had been used Cessna 172. This type of aircraft is safety distance for Corona is "ZERO" and also very nallow cabin space. condition.
If in case of positeive Corona cutomer come to fly with us, It will become very dainger.
If our company staff become positive, we have to closed the company operation soon.
Off course myself had already shotted 4 time's vactine, but still very concerne about this things.
- 2) Before closed operation(before 03/15/2022) was our customer's 95 % is come from Main China, HongKong, Taiwan and Japanese customer.
Present there are come from South Korea turrst, but not so much tourist number.
Only these customer's number is not so enough number for our company operation.
If our company soon begin the operation only Korea customer, It's very hard and dificult keep operation.
As the result our company will be closed the company operation compleetly in the not too distant future.
Present Corona condition our company sales operation is not so easy to grow up.

But we think nex year around March or April It will become to good condition for re start operation I think.

After we re start operation we will soon begin looking for the new investor hard.

It's not so easy to find the investor without actual start operation.

And also If we can't find the new investor we will sell our company's 2 aircraft(N80328 and N733SN) and we will pay all of balance until 12/31/2023.

These aircraft value is commercial base it's about \$70,000.00 per aircraft and that two aircraft value is about \$140,000.00.

Just recently, one of GUam company had purchased two Chinese-owned planes for \$140,000.00.

Now other than the above we have several good information about Japanese customer.

After our company re start operation, they told us that they would like to get the Pilot License at our company. About 4~5 japanese customer had been contacted for us.

The Pilot training student will pay us about around \$30,000.00 for training fee each person.

These prepaid funds will also may be able to use for this time repayment.

This time's Corona damage are given unprecedented big and long time damages for us.

And also It was an extremely very difficult situation together with the Government of Guam suspending all operations.

We kindly ask for your understanding of these circumstances and your special consideration.

If possible I would appreciate it if you could give me a chance for for Extension Payment Schedule about GIAA Invoice payment for us.

We would appreciate your approval to extend the deadline for payment of GIAA invoice balances through December 31, 2023.

Our company will not more another extension about this time's request schedule.

Sincerely,



MINORU MIYAJI

President Micronesian Aviation Systems, Inc.



P.O. Box 8770 Tel (671) 646-0300
Tamuning, GU 96931 Fax (671) 646-8823
www.guamairport.com

WE'RE ON IT
24/7

EMAIL: official@guamairport.net

March 23, 2023

TRANSMITTAL: HAND-DELIVERY; CERTIFIED MAIL; and

E-MAIL: mm@ifcguam.com; mm2@guam.net; mm17@guam.net

Mr. Minoru Miyaji
President
Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning, Guam 96931

RE: Notice of Default

Dear Mr. Miyaji:

Hafa Adai! Pursuant to Article 17, Section 17.01.01, Micronesia Aviation Systems, Inc. (MAS) is in default of its Space Lease Agreement with the A.B. Won Pat International Airport, Authority, Guam (GIAA). Per my December 15, 2022 letter, our records indicate non-payment of approximately **ONE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS AND SIXTY-EIGHT CENTS (\$129,755.68)** towards your office space monthly rental and other fees and charges associated with your space lease. Additionally, our records indicate no insurance coverage for your operations at the airport.

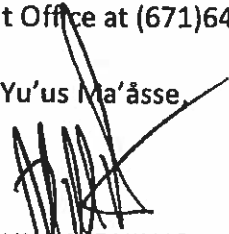
MAS must remit, in its entirety, payments of monthly rent and other fees and charges, including late fees at the rate of 18% interest, not later than ten (10) days from the date of this letter, pursuant to Section 17.01.01 of the Lease. If MAS is unable to settle the past due rent stated above with ten (10) days, GIAA will assume possession of the office space thereafter. Therefore, please make the necessary arrangements with our Accounting Office to ensure full payment is made as requested. Enclosed for your information and reference is a copy of your Statement of Account.

Additionally, pursuant to Section 17.01.04 of the Lease, MAS must provide proof of valid and applicable insurance coverage required under the Lease Agreement in Article 12. Please deliver proof of required insurance coverage to our Property Management Office.



Your immediate action is needed. Should you have any questions, and/or require any additional information, please contact our Property Management Office at (671)646-0300.

Si Yu'us Ma'asse.


JOHN M. QUINATA
Executive Manager

Enclosure

cc: Records/PMO/Acctg.

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 1
Date - 03/15/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 70320	01/04/20	00039856 (Sales Order	2,748.84	.00	2,748.40-	.00	.44
RI 70938	03/10/20	00040264 (Sales Order	3,877.17	.00	.00	.00	3,877.17
RI 71000	03/17/20	00040328 (Sales Order	974.04	.00	277.67-	.00	696.37
RI 71138	04/07/20	00040368 (Sales Order	1,998.55	.00	.00	.00	1,998.55
RI 71388	05/02/20	00040617 (Sales Order	1,100.03	.00	.00	.00	1,100.03
RD 71983	07/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 71843	07/03/20	00040784 (Sales Order	542.50	.00	.00	.00	542.50
RI 71899	07/07/20	00040838 (Sales Order	874.32	.00	.00	.00	874.32
RD 72227	08/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72079	08/01/20	00040931 (Sales Order	262.50	.00	.00	.00	262.50
RI 72159	08/19/20	00041006 (Sales Order	2,883.91	.00	1,343.64-	.00	1,540.27
RD 72431	09/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72308	09/04/20	00041059 (Sales Order	1,519.46	.00	.00	.00	1,519.46
RI 72346	09/16/20	00041097 (Sales Order	271.25	.00	.00	.00	271.25
RD 72813	10/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72576	10/05/20	00041232 (Sales Order	329.41	.00	.00	.00	329.41
RI 72629	10/28/20	00041282 (Sales Order	262.50	.00	.00	.00	262.50
RI 72667	10/29/20	00041320 (Sales Order	15.00	.00	.00	.00	15.00
RD 72910	11/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72724	11/05/20	00041377 (Sales Order	1,129.47	.00	.00	.00	1,129.47
RD 73099	12/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72994	12/04/20	00041488 (Sales Order	271.25	.00	.00	.00	271.25
RI 73171	12/31/20	00041563 (Sales Order	262.50	.00	.00	.00	262.50
RD 73296	01/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73225	01/02/21	00041615 (Sales Order	446.30	.00	.00	.00	446.30
RI 73230	01/07/21	00041620 (Sales Order	637.89	.00	.00	.00	637.89
RI 73371	01/29/21	00041676 (Sales Order	271.25	.00	.00	.00	271.25
RD 73511	02/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RD 73702	03/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73588	03/04/21	00041804 (Sales Order	271.25	.00	.00	.00	271.25
RI 73613	03/04/21	00041829 (Sales Order	721.46	.00	.00	.00	721.46
RD 73896	04/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73783	04/01/21	00041901 (Sales Order	245.00	.00	.00	.00	245.00
RI 73810	04/01/21	00041929 (Sales Order	603.38	.00	.00	.00	603.38
RI 73932	04/14/21	00041962 (Sales Order	508.32	.00	.00	.00	508.32
RD 74091	05/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page - 2
Date - 03/15/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 73979	05/04/21	00042000 (Sales Order	271.25	.00	.00	.00	271.25
RI 74148	05/29/21	00042072 (Sales Order	262.50	.00	.00	.00	262.50
RI 74210	05/29/21	00042135 (Sales Order	637.20	.00	.00	.00	637.20
RD 74299	06/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74240	06/11/21	00042165 (Sales Order	640.70	.00	.00	.00	640.70
RI 74354	06/30/21	00042189 (Sales Order	271.25	.00	.00	.00	271.25
RD 74509	07/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74548	07/15/21	00042308 (Sales Order	718.73	.00	.00	.00	718.73
RD 74723	08/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74628	08/14/21	00042386 (Sales Order	262.50	.00	.00	.00	262.50
RI 74663	08/14/21	00042368 (Sales Order	618.01	.00	.00	.00	618.01
RD 74960	09/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74832	09/04/21	00042495 (Sales Order	271.25	.00	.00	.00	271.25
RD 75246	10/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75080	10/12/21	00042655 (Sales Order	271.25	.00	.00	.00	271.25
RD 75474	11/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75336	11/09/21	00042829 (Sales Order	262.50	.00	.00	.00	262.50
RI 75511	11/20/21	00042925 (Sales Order	1,292.11	.00	.00	.00	1,292.11
RI 75572	12/08/21	00042981 (Sales Order	271.25	.00	.00	.00	271.25
RI 75605	12/08/21	00043014 (Sales Order	618.57	.00	.00	.00	618.57
RI 75606	12/08/21	00043016 (Sales Order	618.17	.00	.00	.00	618.17
RI 75709	12/28/21	00043058 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RD 75886	01/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75788	01/16/22	00043113 (Sales Order	262.50	.00	.00	.00	262.50
RD 76117	02/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76040	02/10/22	00043275 (Sales Order	271.25	.00	.00	.00	271.25
RD 76336	03/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76242	03/10/22	00043371 (Sales Order	271.25	.00	.00	.00	271.25
RD 76555	04/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76456	04/02/22	00043561 (Sales Order	2,808.07	.00	.00	.00	2,808.07
RI 76472	04/02/22	00043498 (Sales Order	245.00	.00	.00	.00	245.00
RD 76789	05/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76680	05/04/22	00043630 (Sales Order	271.25	.00	.00	.00	271.25
RI 76732	05/04/22	00043701 (Sales Order	758.57	.00	.00	.00	758.57
RD 77014	06/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76939	06/07/22	00043801 (Sales Order	262.50	.00	.00	.00	262.50

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 3
Date - 03/15/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 77130	06/29/22	00043912 (Sales Order	271.25	.00	.00	.00	271.25
RI 77546	06/30/22	00044146 (Sales Order	848.66	.00	.00	.00	848.66
RD 77254	07/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77397	07/30/22	00044082 (Sales Order	262.50	.00	.00	.00	262.50
RD 77496	08/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77546	08/20/22	00044146 (Sales Order	2,970.27	.00	.00	.00	2,970.27
RD 77770	09/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77508	09/09/22	00044202 (Sales Order	271.25	.00	.00	.00	271.25
RI 77651	09/10/22	00044255 (Sales Order	817.85	.00	.00	.00	817.85
RD 78046	10/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77882	10/07/22	00044434 (Sales Order	271.25	.00	.00	.00	271.25
RI 77933	10/08/22	00044391 (Sales Order	748.28	.00	.00	.00	748.28
RD 78297	11/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78123	11/04/22	00044612 (Sales Order	946.04	.00	.00	.00	946.04
RI 78166	11/05/22	00044587 (Sales Order	262.50	.00	.00	.00	262.50
RD 78548	12/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78448	12/08/22	00044780 (Sales Order	930.26	.00	.00	.00	930.26
RI 78468	12/08/22	00044802 (Sales Order	271.25	.00	.00	.00	271.25
RD 78793	01/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78688	01/07/23	00044925 (Sales Order	262.50	.00	.00	.00	262.50
RD 79026	02/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78917	02/09/23	00045110 (Sales Order	789.17	.00	.00	.00	789.17
RI 78956	02/09/23	00045034 (Sales Order	271.25	.00	.00	.00	271.25
RD 79238	03/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 79299	03/22/23	00045288 (Sales Order	271.25	.00	.00	.00	271.25

TOTAL CURRENT BALANCE DUE

129,755.68

- 1) Interest charges are being assessed at a rate of 18 percent per annum on all unpaid invoices from due date until paid in full.
If payment has already been made, please contact our office (Accounts Receivable) to verify receipt of payment at (671) 646-0303 or fax at (671) 649-8112
Payment may be remitted to the following:
2) Wire Transfer Instructions:
GIAA Revenue Fund Account No.: 2501-002547

STATEMENT OF ACCOUNT

Micronesian Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page - 4
Date - 03/15/23
Account - 6037
Statement No -

c/o Bank of Guam
111 Chalan Santo Papa
Agana, Guam 96910
ABA No.: 1214-0511-5

**This statement includes all payments received by our office as of this printing. Any payments made after this statement was printed will be reflected on your next statement.

SUMMARY PAGE

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
			134,125.39	.00	4,369.71-	.00	129,755.68

SENDER: COMPLETE THIS SECTION

- ☒ Complete Items 1, 2, and 3.
☒ Print your name and address on the reverse so that we can return the card to you.
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Minoru Miyaji
 President
 Micronesian Aviation Systems
 P.O. Box 10438
 Tamuning, Guam 96931



9590 9402 5505 9249 8952 58

2. Article Number (Transfer from service label)

7020 3160 0000 0498 0532

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

MINORU MIYAJI

C. Date of Delivery

4/7/23

D. Is delivery address different from Item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

Exhibit D



P.O. Box 8770 Tel (671) 646-0300
Tamuning, GU 96931 Fax (671) 646-8823
www.guamairport.com

WE'RE ON IT
24/7

May 8, 2023

NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES

VIA POSTING

Micronesia Aviation Systems, Inc.
Building No. 17-80, Room 1 & 2
Nosedock Hangar
Admiral Sherman Blvd.
Tiyan, Guam

VIA CERTIFIED MAIL **RETURN RECEIPT REQUESTED**

Mr. Minoru Miyaji
President
Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning, Guam 96931

VIA HAND DELIVERY

Mr. Minoru Miyaji
President
Micronesia Aviation Systems, Inc.
Building No. 17-80, Room 1 & 2
Nosedock Hangar
Admiral Sherman Blvd.
Tiyan, Guam

VIA EMAIL

Mr. Minoru Miyaji
President
Micronesia Aviation Systems, Inc.
mm@ifcguam.com;
mm2@guam.net;
mm17@guam.net

Reference is made to the Space Lease Agreement (the "Lease") between Micronesia Aviation Systems, Inc. ("MAS") as Tenant and the A.B. Won Pat International Airport Authority, Guam ("GIAA") as Landlord, by which MAS holds possession of the premises described in said Lease as: Portion of Building Nos. 17-80 encompassing a total of 2,270 square feet of space as depicted in Exhibit A to the Lease.

NOTICE IS HEREBY GIVEN that pursuant to 21 G.C.A. § 21103(b) and the Lease, you are in default as stated in previous correspondence dated December 15, 2022 and March 23, 2023, you have failed to make payments toward rent and other fees under the Lease, and your account (Exhibit B) at GIAA records indicate arrears in the amount now due and payable of One Hundred Thirty Eight Thousand Two Hundred Thirty Five USD and Thirty Five Cents (\$138,235.35) as of May 4, 2023, *not including interest and subsequent charges*.

NOTICE IS FURTHER GIVEN that pursuant to 21 G.C.A. § 21103(c) and the Lease, you are in default pursuant to the Lease, as GIAA records indicate no insurance coverage for your



operations at the airport, and despite being given notice of such default on or about March 23, 2023, you have failed to provide evidence of required insurance coverage to GIAA.

Within five business (5) days of the date of this Notice, you are required to make payment in full or quit possession of the premises and surrender the same to GIAA the landlord and owner of the property. Should GIAA elect to declare a forfeiture of the lease pursuant to 21 G.C.A. § 21103 as stated above, such election does not limit GIAA's ability to collect past due rent and other amounts owed under the lease.

Should you fail to make payment of outstanding rent and other amounts and fail to quit and surrender possession of the premises, GIAA will institute legal proceedings against you to recover possession, to declare the lease forfeited, to recover damages including attorney's fees, and for any and all other relief available under Guam law.

This notice and the demands made herein pertain solely to defaults under the Lease for which landlord can elect to give notice to quit pursuant to 21 G.C.A. § 21103 *et seq.* This Notice does not constitute a waiver of any right or remedy with respect to these breaches or any other obligation or provision of the Lease or breach thereof whatsoever regardless of whether or not notice of default with respect thereto has been given to you, and all other rights and remedies as to any and all such breaches, whether pursuant to the Lease, Guam law or in Equity, are expressly reserved.

Your immediate action is required. Should you have any questions, and/or require any additional information, please contact GIAA's legal counsel, Atty. William Brennan, at 671-477-9730/33.

Si Yu'os Ma'ase


JOHN M. QUINATA
Executive Manager

Enclosures

cc: PMO/Acctg./Records

The figure contains three main architectural drawings of Building No. 17-80:

- Site Plan (Top):** Shows the building's location relative to the runway, taxiway, and parking areas. A north arrow is present. Labels include "BUILDING NO. 17-80", "CONTROL TOWER", "PASSENGER AND FREIGHTER BLDG.", "AIRPORT", "RUNWAY", "TAXIWAY", and "PARKING".
- Floor Plan (Middle):** A detailed layout of the building's interior. It is divided into two main sections: "PUBLIC SIDE" and "AOA SIDE". The "PUBLIC SIDE" contains several rooms, including "OFFICE SPACE" (labeled 1), "MICRONESIAN AVIATION SYSTEMS AREA - 1155 SQ. FT." (labeled 2), and "MICRONESIAN AVIATION SYSTEMS AREA - 1155 SQ. FT." (labeled 3). The "AOA SIDE" contains a large open area and a staircase. A north arrow is also present.
- Section View (Bottom):** A cross-section of the building, showing the internal structure and the "PUBLIC SIDE" and "AOA SIDE" labels.

GUAM INTERNATIONAL AIRPORT AUTHORITY Antonio B. Won Pat	
MICRONESIAN AVIATION SYSTEMS TOTAL AREA = 2,270 SQ. FT.	A-1

STATEMENT OF ACCOUNT

EXHIBIT B

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page - 1
Date - 05/04/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 70320	01/04/20	00039856 (Sales Order	2,748.84	.00	2,748.40-	.00	.44
RI 70938	03/10/20	00040264 (Sales Order	3,877.17	.00	.00	.00	3,877.17
RI 71000	03/17/20	00040328 (Sales Order	974.04	.00	277.67-	.00	696.37
RI 71138	04/07/20	00040368 (Sales Order	1,998.55	.00	.00	.00	1,998.55
RI 71388	05/02/20	00040617 (Sales Order	1,100.03	.00	.00	.00	1,100.03
RD 71983	07/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 71843	07/03/20	00040784 (Sales Order	542.50	.00	.00	.00	542.50
RJ 71899	07/07/20	00040838 (Sales Order	874.32	.00	.00	.00	874.32
RD 72227	08/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72079	08/01/20	00040931 (Sales Order	262.50	.00	.00	.00	262.50
RI 72159	08/19/20	00041006 (Sales Order	2,883.91	.00	1,343.64-	.00	1,540.27
RD 72431	09/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72308	09/04/20	00041059 (Sales Order	1,519.46	.00	.00	.00	1,519.46
RJ 72346	09/16/20	00041097 (Sales Order	271.25	.00	.00	.00	271.25
RD 72813	10/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72576	10/05/20	00041232 (Sales Order	329.41	.00	.00	.00	329.41
RI 72629	10/28/20	00041282 (Sales Order	262.50	.00	.00	.00	262.50
RI 72667	10/29/20	00041320 (Sales Order	15.00	.00	.00	.00	15.00
RD 72910	11/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72724	11/05/20	00041377 (Sales Order	1,129.47	.00	.00	.00	1,129.47
RD 73099	12/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 72994	12/04/20	00041488 (Sales Order	271.25	.00	.00	.00	271.25
RI 73171	12/31/20	00041563 (Sales Order	262.50	.00	.00	.00	262.50
RD 73296	01/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73225	01/02/21	00041615 (Sales Order	446.30	.00	.00	.00	446.30
RJ 73230	01/07/21	00041620 (Sales Order	637.89	.00	.00	.00	637.89
RI 73371	01/29/21	00041676 (Sales Order	271.25	.00	.00	.00	271.25
RD 73511	02/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RD 73702	03/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73588	03/04/21	00041804 (Sales Order	271.25	.00	.00	.00	271.25
RI 73613	03/04/21	00041829 (Sales Order	721.46	.00	.00	.00	721.46
RD 73896	04/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 73783	04/01/21	00041901 (Sales Order	245.00	.00	.00	.00	245.00
RI 73810	04/01/21	00041929 (Sales Order	603.38	.00	.00	.00	603.38
RI 73932	04/14/21	00041962 (Sales Order	508.32	.00	.00	.00	508.32
RD 74091	05/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page - 2
Date - 05/04/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 73979	05/04/21	00042000 (Sales Order	271.25	.00	.00	.00	271.25
RI 74148	05/29/21	00042072 (Sales Order	262.50	.00	.00	.00	262.50
RI 74210	05/29/21	00042135 (Sales Order	637.20	.00	.00	.00	637.20
RD 74299	06/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74240	06/11/21	00042165 (Sales Order	640.70	.00	.00	.00	640.70
RI 74354	06/30/21	00042189 (Sales Order	271.25	.00	.00	.00	271.25
RD 74509	07/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74548	07/15/21	00042308 (Sales Order	718.73	.00	.00	.00	718.73
RD 74723	08/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74628	08/14/21	00042386 (Sales Order	262.50	.00	.00	.00	262.50
RI 74663	08/14/21	00042368 (Sales Order	618.01	.00	.00	.00	618.01
RD 74960	09/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 74832	09/04/21	00042495 (Sales Order	271.25	.00	.00	.00	271.25
RD 75246	10/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75080	10/12/21	00042655 (Sales Order	271.25	.00	.00	.00	271.25
RD 75474	11/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75336	11/09/21	00042829 (Sales Order	262.50	.00	.00	.00	262.50
RI 75511	11/20/21	00042925 (Sales Order	1,292.11	.00	.00	.00	1,292.11
RI 75572	12/08/21	00042981 (Sales Order	271.25	.00	.00	.00	271.25
RI 75605	12/08/21	00043014 (Sales Order	618.57	.00	.00	.00	618.57
RI 75606	12/08/21	00043016 (Sales Order	618.17	.00	.00	.00	618.17
RI 75709	12/28/21	00043058 (Sales Order	2,724.00	.00	.00	.00	2,724.00
RD 75886	01/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 75788	01/16/22	00043113 (Sales Order	262.50	.00	.00	.00	262.50
RD 76117	02/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76040	02/10/22	00043275 (Sales Order	271.25	.00	.00	.00	271.25
RD 76336	03/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76242	03/10/22	00043371 (Sales Order	271.25	.00	.00	.00	271.25
RD 76555	04/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76456	04/02/22	00043561 (Sales Order	2,808.07	.00	.00	.00	2,808.07
RI 76472	04/02/22	00043498 (Sales Order	245.00	.00	.00	.00	245.00
RD 76789	05/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76680	05/04/22	00043630 (Sales Order	271.25	.00	.00	.00	271.25
RI 76732	05/04/22	00043701 (Sales Order	758.57	.00	.00	.00	758.57
RD 77014	06/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 76939	06/07/22	00043801 (Sales Order	262.50	.00	.00	.00	262.50

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 3
Date - 05/04/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
RI 77130	06/29/22	00043912 (Sales Order	271.25	.00	.00	.00	271.25
RI 77546	06/30/22	00044146 (Sales Order	848.66	.00	.00	.00	848.66
RD 77254	07/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77397	07/30/22	00044082 (Sales Order	262.50	.00	.00	.00	262.50
RD 77496	08/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77546	08/20/22	00044146 (Sales Order	2,970.27	.00	.00	.00	2,970.27
RD 77770	09/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77608	09/09/22	00044202 (Sales Order	271.25	.00	.00	.00	271.25
RI 77661	09/10/22	00044255 (Sales Order	817.85	.00	.00	.00	817.85
RD 78046	10/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 77882	10/07/22	00044434 (Sales Order	271.25	.00	.00	.00	271.25
RI 77933	10/08/22	00044391 (Sales Order	748.28	.00	.00	.00	748.28
RD 78297	11/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78123	11/04/22	00044612 (Sales Order	946.04	.00	.00	.00	946.04
RI 78166	11/05/22	00044587 (Sales Order	262.50	.00	.00	.00	262.50
RD 78548	12/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78448	12/08/22	00044780 (Sales Order	930.26	.00	.00	.00	930.26
RI 78468	12/08/22	00044802 (Sales Order	271.25	.00	.00	.00	271.25
RD 78793	01/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78688	01/07/23	00044925 (Sales Order	262.50	.00	.00	.00	262.50
RD 79026	02/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 78917	02/09/23	00045110 (Sales Order	789.17	.00	.00	.00	789.17
RI 78956	02/09/23	00045034 (Sales Order	271.25	.00	.00	.00	271.25
RD 79238	03/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 79299	03/22/23	00045288 (Sales Order	271.25	.00	.00	.00	271.25
RI 79349	03/30/23	00045343 (Sales Order	819.07	.00	.00	.00	819.07
RD 79508	04/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 79371	04/08/23	00045360 (Sales Order	245.00	.00	.00	.00	245.00
RI 79444	04/08/23	00045434 (Sales Order	30.00	.00	.00	.00	30.00
RI 79619	04/29/23	00045618 (Sales Order	806.71	.00	.00	.00	806.71
RI 79622	04/29/23	00045621 (Sales Order	859.64	.00	.00	.00	859.64
RD 79769	05/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
RI 79661	05/02/23	00045513 (Sales Order	271.25	.00	.00	.00	271.25

STATEMENT OF ACCOUNT

ems. Inc.

** PROOF ** Page - 4
 Date - 05/04/23
 Account - 6037
 Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
TOTAL CURRENT BALANCE DUE							138,235.35

1) Interest charges are being assessed at a rate of 18 percent per annum on all unpaid invoices from due date until paid in full.
 If payment has already been made, please contact our office (Accounts Receivable) to verify receipt of payment at (671) 646-0303 or fax at (671) 649-8112

Payment may be remitted to the following:

2) Wire Transfer Instructions:
 GIAA Revenue Fund Account No.: 2501-002547
 c/o Bank of Guam
 111 Chalan Santo Papa
 Agaña, Guam 96910
 ABA No.: 1214-0511-5

**This statement includes all payments received by our office as of this printing. Any payments made after this statement was printed will be reflected on your next statement.

Exhibit E

JOAQUIN C. ARRIOLA, JR., ESQ.
ARRIOLA LAW FIRM
259 MARTYR STREET, SUITE 201
HAGATNA, GUAM 96910
TEL: (671) 477-9730/33
FAX: (671) 477-9734
jarriola@arriolafirm.com

Counsel for
Guam International Airport Authority

IN THE SUPERIOR COURT OF GUAM
TERRITORY OF GUAM

ARRIOLA LAW FIRM, HAGATNA, GUAM 96910

A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY,

Plaintiff,

v.

MICRONESIAN AVIATION SYSTEMS,
INC.

CIVIL CASE NO.: _____

DECLARATION OF POSTING

COMES NOW Eizabeth M. Blas, and Oscar E. Aflague, who declares:

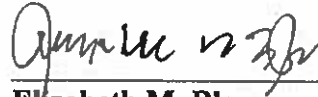
1. The undersigned is a citizen of the United States, over the age of 18 years, residing in Guam, and is not a party to the above-entitled action;
2. That on May 8th, 2023, the undersigned caused a copy of the **NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES** to be posted at

Micronesia Aviation Systems, Inc.
Building No. 17-80, Room #2
Nosedock Hangar
Admiral Sherman Blvd.
Tiyan, Guam 96913

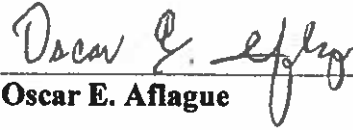
At the premises more specifically described as: a portion of Building Nos. 17-80 encompassing a total of 2,270 square feet of space at a conspicuous place(s) upon said property. Pictures of said place(s) of posting are attached hereto.

I declare under penalty of perjury under the laws of Guam (6 G.C.A. § 4308), that the foregoing is true and correct.

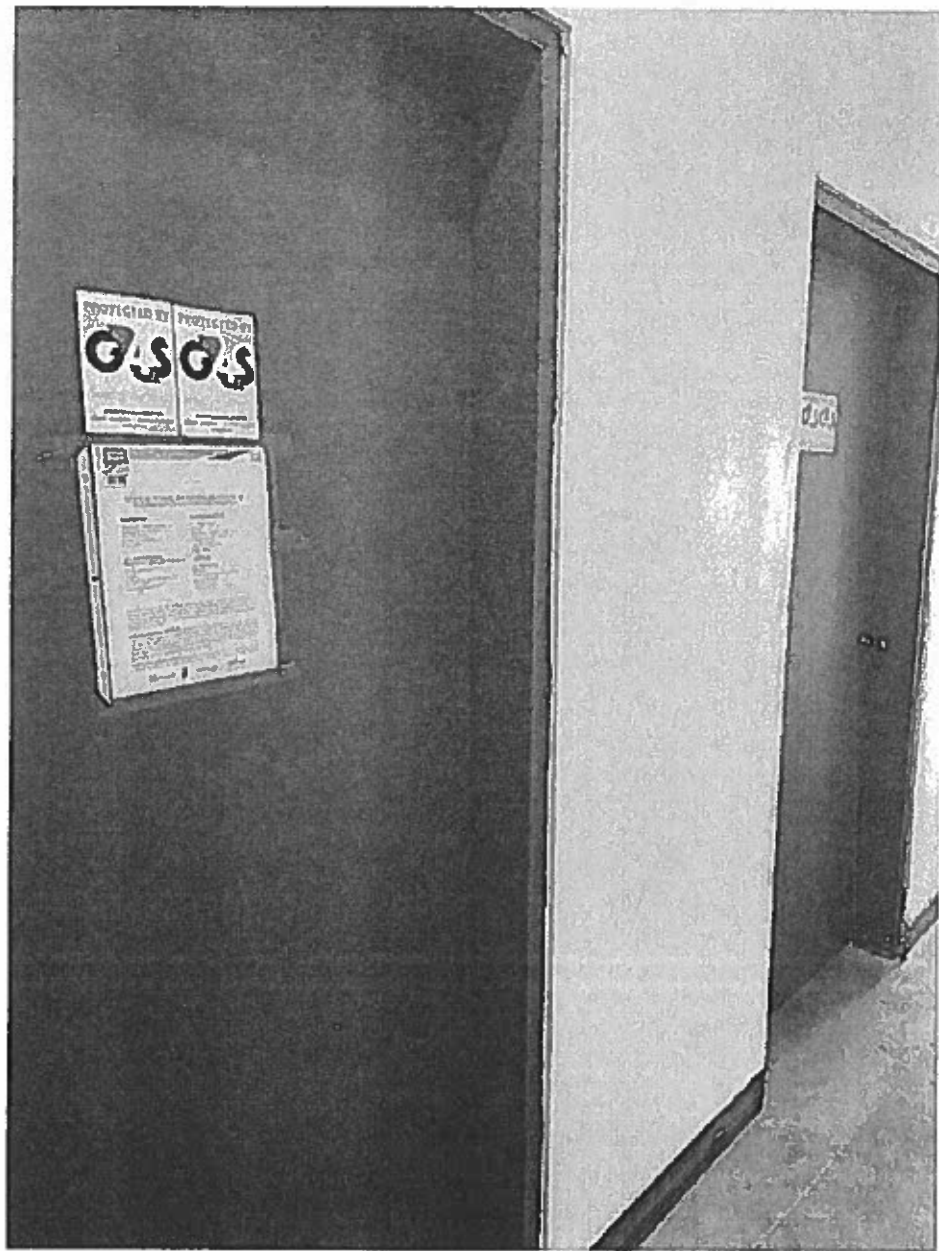
Dated this 8th day of May, 2023 at Hagatna, Guam.



Elizabeth M. Blas



Oscar E. Aflague

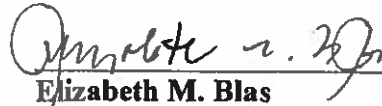


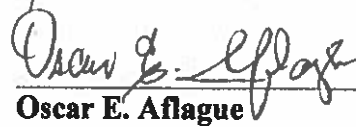
ARRIOLA LAW FIRM, HAGATÑA, GUAM 96910

Tiyan, Guam 96913

I declare under penalty of perjury under the laws of Guam (6 G.C.A. § 4308), that the foregoing is true and correct.

Dated this 8th day of May, 2023 at Hagatna, Guam.


Elizabeth M. Blas


Oscar E. Aflague



BY: 5/8/2023
SIGNATURE (COM)
MAS, INC.
PRINT NAME
MINORU MIYAJI
COMPANY/DEPARTMENT
DATE: 5/8/23 TIME: 15:27

May 8, 2023

WE'RE ON IT
24/7

NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES

VIA POSTING

Micronesia Aviation Systems, Inc.
Building No. 17-80, Room 1 & 2
Nosedock Hangar
Admiral Sherman Blvd.
Tiyen, Guam

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Minoru Miyaji
President
Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning, Guam 96931

VIA HAND DELIVERY

Mr. Minoru Miyaji
President
Micronesia Aviation Systems, Inc.
Building No. 17-80, Room 1 & 2
Nosedock Hangar
Admiral Sherman Blvd.
Tiyen, Guam

VIA EMAIL

Mr. Minoru Miyaji
President
Micronesia Aviation Systems, Inc.
mm17@guam.net
mm2@guam.net
mm17@guam.net

Reference is made to the Space Lease Agreement (the "Lease") between Micronesia Aviation Systems, Inc. ("MAS") as Tenant and the A.B. Won Pat International Airport Authority, Guam ("GIAA") as Landlord, by which MAS holds possession of the premises described in said Lease as: Portion of Building Nos. 17-80 encompassing a total of 2,270 square feet of space as depicted in Exhibit A to the Lease.

NOTICE IS HEREBY GIVEN that pursuant to 21 G.C.A. § 21103(b) and the Lease, you are in default as stated in previous correspondence dated December 15, 2022 and March 23, 2023, you have failed to make payments toward rent and other fees under the Lease, and your account (Exhibit B) at GIAA records indicate arrears in the amount now due and payable of One Hundred Thirty Eight Thousand Two Hundred Thirty Five USD and Thirty Five Cents (\$138,235.35) as of May 4, 2023, *not including interest and subsequent charges.*

NOTICE IS FURTHER GIVEN that pursuant to 21 G.C.A. § 21103(c) and the Lease, you are in default pursuant to the Lease, as GIAA records indicate no insurance coverage for your



AMERICAN ASSOCIATION
OF AIRPORT EXECUTIVES



NASAO
National Association of State Airport Officials



THE INTERNATIONAL AIR CARRIERS ASSOCIATION

NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES
Page 2

operations at the airport, and despite being given notice of such default on or about March 23, 2023, you have failed to provide evidence of required insurance coverage to GIAA.

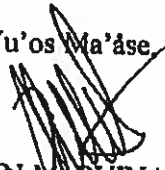
Within five business (5) days of the date of this Notice, you are required to make payment in full or quit possession of the premises and surrender the same to GIAA the landlord and owner of the property. Should GIAA elect to declare a forfeiture of the lease pursuant to 21 G.C.A. § 21103 as stated above, such election does not limit GIAA's ability to collect past due rent and other amounts owed under the lease.

Should you fail to make payment of outstanding rent and other amounts and fail to quit and surrender possession of the premises, GIAA will institute legal proceedings against you to recover possession, to declare the lease forfeited, to recover damages including attorney's fees, and for any and all other relief available under Guam law.

This notice and the demands made herein pertain solely to defaults under the Lease for which landlord can elect to give notice to quit pursuant to 21 G.C.A. § 21103 *et seq.* This Notice does not constitute a waiver of any right or remedy with respect to these breaches or any other obligation or provision of the Lease or breach thereof whatsoever regardless of whether or not notice of default with respect thereto has been given to you, and all other rights and remedies as to any and all such breaches, whether pursuant to the Lease, Guam law or in Equity, are expressly reserved.

Your immediate action is required. Should you have any questions, and/or require any additional information, please contact GIAA's legal counsel, Atty. William Brennan, at 671-477-9730/33.

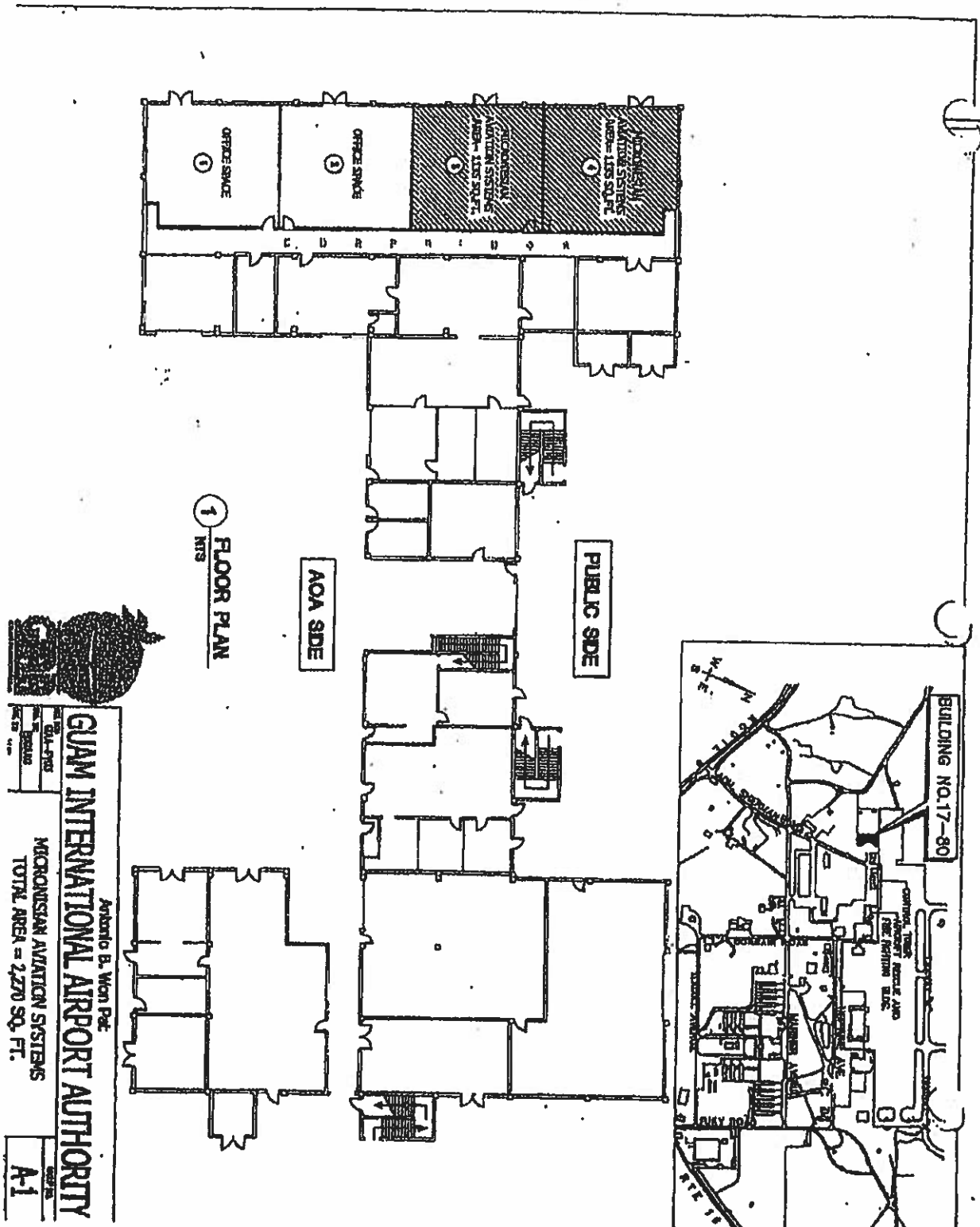
Si Yu'os Ma'ase


JOHN M. QUINATA
Executive Manager

Enclosures

cc: PMO/Acctg./Records

EXHIBIT A



GUAM INTERNATIONAL AIRPORT AUTHORITY
 Antonio B. Won Pat
 MICRONESIAN AVIATION SYSTEMS
 TOTAL AREA = 2,270 SQ. FT.

STATEMENT OF ACCOUNT

EXHIBIT B

Micronesian Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page - 1
Date - 05/04/23
Account - 6037
Statement No -

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
70320	01/04/20	00039856 (Sales Order	2,748.84	.00	2,748.40-	.00	.44
70938	03/10/20	00040264 (Sales Order	3,877.17	.00	.00	.00	3,877.17
71000	03/17/20	00040328 (Sales Order	974.04	.00	277.67-	.00	696.37
71138	04/07/20	00040368 (Sales Order	1,998.55	.00	.00	.00	1,998.55
71388	05/02/20	00040617 (Sales Order	1,100.03	.00	.00	.00	1,100.03
71983	07/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
71843	07/03/20	00040784 (Sales Order	542.50	.00	.00	.00	542.50
71899	07/07/20	00040838 (Sales Order	874.32	.00	.00	.00	874.32
72227	08/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
72079	08/01/20	00040931 (Sales Order	262.50	.00	.00	.00	262.50
72159	08/19/20	00041006 (Sales Order	2,883.91	.00	1,343.64-	.00	1,540.27
72431	09/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
72308	09/04/20	00041059 (Sales Order	1,519.46	.00	.00	.00	1,519.46
72346	09/16/20	00041097 (Sales Order	271.25	.00	.00	.00	271.25
72813	10/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
72576	10/05/20	00041232 (Sales Order	329.41	.00	.00	.00	329.41
72629	10/28/20	00041282 (Sales Order	262.50	.00	.00	.00	262.50
72667	10/29/20	00041320 (Sales Order	15.00	.00	.00	.00	15.00
72910	11/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
72724	11/05/20	00041377 (Sales Order	1,129.47	.00	.00	.00	1,129.47
73099	12/01/20	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
72994	12/04/20	00041488 (Sales Order	271.25	.00	.00	.00	271.25
73171	12/31/20	00041563 (Sales Order	262.50	.00	.00	.00	262.50
73296	01/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
73225	01/02/21	00041615 (Sales Order	446.30	.00	.00	.00	446.30
73230	01/07/21	00041620 (Sales Order	637.89	.00	.00	.00	637.89
73371	01/29/21	00041676 (Sales Order	271.25	.00	.00	.00	271.25
73511	02/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
73702	03/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
73588	03/04/21	00041804 (Sales Order	271.25	.00	.00	.00	271.25
73613	03/04/21	00041829 (Sales Order	721.46	.00	.00	.00	721.46
73896	04/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
73783	04/01/21	00041901 (Sales Order	245.00	.00	.00	.00	245.00
73810	04/01/21	00041929 (Sales Order	603.38	.00	.00	.00	603.38
73932	04/14/21	00041962 (Sales Order	508.32	.00	.00	.00	508.32
74091	05/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 2
Date 05/04/23
Account 6037
Statement No

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
II 73979	05/04/21	00042000 (Sales Order	271.25	.00	.00	.00	271.25
II 74148	05/29/21	00042072 (Sales Order	262.50	.00	.00	.00	262.50
II 74210	05/29/21	00042135 (Sales Order	537.20	.00	.00	.00	537.20
II 74299	06/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 74240	06/11/21	00042165 (Sales Order	540.70	.00	.00	.00	540.70
II 74354	06/30/21	00042189 (Sales Order	271.25	.00	.00	.00	271.25
II 74509	07/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 74548	07/15/21	00042308 (Sales Order	718.73	.00	.00	.00	718.73
II 74723	08/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 74628	08/14/21	00042386 (Sales Order	262.50	.00	.00	.00	262.50
II 74663	08/14/21	00042368 (Sales Order	618.01	.00	.00	.00	618.01
II 74960	09/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 74832	09/04/21	00042495 (Sales Order	271.25	.00	.00	.00	271.25
II 75246	10/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 75080	10/12/21	00042655 (Sales Order	271.25	.00	.00	.00	271.25
II 75474	11/01/21	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 75336	11/09/21	00042829 (Sales Order	262.50	.00	.00	.00	262.50
II 75511	11/20/21	00042925 (Sales Order	1,292.11	.00	.00	.00	1,292.11
II 75572	12/08/21	00042981 (Sales Order	271.25	.00	.00	.00	271.25
II 75605	12/08/21	00043014 (Sales Order	618.57	.00	.00	.00	618.57
II 75606	12/08/21	00043016 (Sales Order	618.17	.00	.00	.00	618.17
II 75709	12/28/21	00043058 (Sales Order	2,724.00	.00	.00	.00	2,724.00
II 75886	01/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 75788	01/16/22	00043113 (Sales Order	262.50	.00	.00	.00	262.50
II 76117	02/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 76040	02/10/22	00043275 (Sales Order	271.25	.00	.00	.00	271.25
II 76336	03/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 76242	03/10/22	00043371 (Sales Order	271.25	.00	.00	.00	271.25
II 76555	04/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 76456	04/02/22	00043561 (Sales Order	2,808.07	.00	.00	.00	2,808.07
II 76472	04/02/22	00043498 (Sales Order	245.00	.00	.00	.00	245.00
II 76789	05/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 76680	05/04/22	00043630 (Sales Order	271.25	.00	.00	.00	271.25
II 76732	05/04/22	00043701 (Sales Order	758.57	.00	.00	.00	758.57
II 77014	06/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
II 76939	06/07/22	00043801 (Sales Order	262.50	.00	.00	.00	262.50

STATEMENT OF ACCOUNT

Micronesia Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page 3
Date 05/04/23
Account 6037
Statement No

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
77130	06/29/22	00043912 (Sales Order	271.25	.00	.00	.00	271.25
77546	06/30/22	00044146 (Sales Order	848.66	.00	.00	.00	848.66
77254	07/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
77397	07/30/22	00044082 (Sales Order	262.50	.00	.00	.00	262.50
77496	08/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
77546	08/20/22	00044146 (Sales Order	2,970.27	.00	.00	.00	2,970.27
77770	09/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
77608	09/09/22	00044202 (Sales Order	271.25	.00	.00	.00	271.25
77661	09/10/22	00044255 (Sales Order	817.85	.00	.00	.00	817.85
78046	10/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
77882	10/07/22	00044434 (Sales Order	271.25	.00	.00	.00	271.25
77933	10/08/22	00044391 (Sales Order	748.28	.00	.00	.00	748.28
78297	11/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
78123	11/04/22	00044612 (Sales Order	946.04	.00	.00	.00	946.04
78166	11/05/22	00044587 (Sales Order	262.50	.00	.00	.00	262.50
78548	12/01/22	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
78448	12/08/22	00044780 (Sales Order	930.26	.00	.00	.00	930.26
78468	12/08/22	00044802 (Sales Order	271.25	.00	.00	.00	271.25
78793	01/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
78688	01/07/23	00044925 (Sales Order	262.50	.00	.00	.00	262.50
79026	02/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
78917	02/09/23	00045110 (Sales Order	789.17	.00	.00	.00	789.17
78956	02/09/23	00045034 (Sales Order	271.25	.00	.00	.00	271.25
79238	03/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
79299	03/22/23	00045288 (Sales Order	271.25	.00	.00	.00	271.25
79349	03/30/23	00045343 (Sales Order	819.07	.00	.00	.00	819.07
79508	04/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
79371	04/08/23	00045360 (Sales Order	245.00	.00	.00	.00	245.00
79444	04/08/23	00045434 (Sales Order	30.00	.00	.00	.00	30.00
79619	04/29/23	00045618 (Sales Order	806.71	.00	.00	.00	806.71
79622	04/29/23	00045621 (Sales Order	859.64	.00	.00	.00	859.64
79769	05/01/23	Bldg Tiyan Hangar - 0	2,724.00	.00	.00	.00	2,724.00
79661	05/02/23	00045513 (Sales Order	271.25	.00	.00	.00	271.25

STATEMENT OF ACCOUNT

Micronesian Aviation Systems, Inc.
P.O. Box 10438
Tamuning GU 96931

** PROOF ** Page . 4
Date . 05/04/23
Account . 6037
Statement No .

Invoice Number	Invoice Due Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
-------------------	---------------------	--------	----------------	-------------------	----------------------	-------------	----------------------------

TOTAL CURRENT BALANCE DUE

138,235.35

1) Interest charges are being assessed at a rate of 18 percent per annum on all unpaid invoices from due date until paid in full.
If payment has already been made, please contact our office (Accounts Receivable) to verify receipt of payment at (671) 646-0303 or fax at (671) 649-8112

Payment may be remitted to the following:

2) Wire Transfer Instructions:
GIAA Revenue Fund Account No.: 2501-002547
c/o Bank of Guam
111 Chalan Santo Papa
Agana, Guam 96910
ABA No.: 1214-0511-5

**This statement includes all payments received by our office as of this printing. Any payments made after this statement was printed will be reflected on your next statement.

**Counsel for
Guam International Airport Authority**

ARRIOLA LAW FIRM, HAGATÑA, GUAM 96910

**MICRONESIAN AVIATION SYSTEMS,
INC.**

DECLARATION OF SERVICE VIA MAIL

and then by sealing and depositing said envelope with postage prepaid thereon, **Certified Mail (Return Receipt Requested)**, for mailing at the Tamuning, Guam United States post office.

I declare under penalty of perjury under the laws of Guam (6 G.C.A. § 4308), that the foregoing is true and correct.

Dated this 8th day of May, 2023 at Hagatna, Guam.


Ha'ane C. Ada

6450 9640 0000 091E 0202

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$
Total Postage and Fees
\$



Sent To
Mr. Minoru Miyaji
Street and Apt. No., or PO Box No.
P.O. Box 10438
City, State, ZIP+4®
Tamuning, Guam 96931

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

**Counsel for
Guam International Airport Authority**

ARRIOLA LAW FIRM, HAGÁTÑA, GUAM 96910

**MICRONESIAN AVIATION SYSTEMS,
INC.**

**DECLARATION OF SERVICE VIA
EMAIL**

A copy of the email transmission to the foregoing addresses is attached hereto.

I declare under penalty of perjury under the laws of Guam (6 G.C.A. § 4308), that the foregoing is true and correct.

Dated this 8th day of May, 2023 at Hagatna, Guam.


Elizabeth M. Blas

From: "Elizabeth Blas" <lizb@guamairport.net>
To: "mm@ifcguam.com" <mm@ifcguam.com>, <mm2@guam.net>, mm17@guam.net
Cc: "Joseph G. Javellana" <joej@guamairport.net>, "Vanessa Pangindian" <vanessap@guamairport.net>, "Ron Dela Rosa" <ron@guamairport.net>
Date: 05/08/2023 04:08 PM
Subject: Fwd: Re: Fwd: NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES

Dear Mr. Miyaji,

Hafa Adai Sir. Please see attached letter dated today. Thank you.

Elizabeth M. Blas

GIAA Property Management Office

From: "Joseph G. Javellana" <joej@guamairport.net>
To: <lizb@guamairport.net>, <ron@guamairport.net>, <vanessap@guamairport.net>
Date: Mon, 08 May 2023 13:50:37 +1000
Subject: Fwd: Re: Fwd: NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES

Thank you,

Joseph G. Javellana
Property Management Office
A.B. Won Pat Int'l Airport Authority, Guam

From: "GIAA Official" <official@guamairport.net>
To: "GIAA Official" <official@guamairport.net>
Cc: "Joseph G. Javellana" <joej@guamairport.net>
Date: Mon, 08 May 2023 13:38:22 +1000
Subject: Re: Fwd: NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES

Cover letter with the date.

From: "GIAA Official" <official@guamairport.net>
To: "Joseph G. Javellana" <joej@guamairport.net>
Date: Mon, 08 May 2023 13:32:49 +1000
Subject: Fwd: NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES

Electronic Transmittal

Date: May	08 May 2023
To:	Joseph Javellana
From:	Admin Support
Subject:	NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES

Attachment (s):	NOTICE OF DEMAND FOR PAST DUE AMOUNTS OR TO QUIT POSSESSION AND SURRENDER PREMISES

<input type="checkbox"/>	For your information and use	<input checked="" type="checkbox"/>	For your review and action
<input type="checkbox"/>	Per your request	<input type="checkbox"/>	For signature and return to our office
<input type="checkbox"/>	Per our conversation	<input type="checkbox"/>	Please provide us with copy
<input type="checkbox"/>	For your approval	<input type="checkbox"/>	For Billing Purposes

This email is being sent on behalf of the Executive Manager, John M. Quinata. Should you have any questions or require additional information, please email via official@guamairport.net or contact our office at (671)646-0300.

Transmitted by:	Wana
-----------------	------

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



P.O. Box 8770, Tamuning Guam, 96931
355 Chalan Pasaheru, Tamuning, Guam 96913
TEL (671) 646-0300
www.guamairport.com

CONFIDENTIALITY NOTICE:

This message (including any attachments) contains information that is confidential and proprietary to GIAA and/or A.B. Won Pat International Airport Authority, Guam, and that is for the sole use of the intended recipients. If you are not an intended recipient, you may not read, print, retain, use, copy, distribute, forward or disclose to anyone this message or any information contained in this message (including any attachments). If you have received this message in error, please advise the sender of this error by reply e-mail, and please destroy all copies of this message (including any attachments)."

A.B. WON PAT INTERNATIONAL
AIRPORT GUAM



P.O. Box 8770, Tamuning Guam, 96931
355 Chalan Pasaheru, Tamuning, Guam 96913
TEL (671) 646-0300
www.guamairport.com

CONFIDENTIALITY NOTICE:

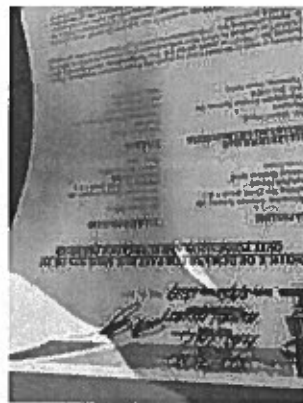
*This message (including any attachments) contains information that is confidential and proprietary to GIAA and/or A.B. Won Pat International Airport Authority, Guam, and that is for the sole use of the intended recipients. If you are not an intended recipient, you may not read, print, retain, use, copy, distribute, forward or disclose to anyone this message or any information contained in this message (including any attachments). If you have received this message in error, please advise the sender of this error by reply e-mail, and please destroy all copies of this message (including any attachments). ***

Attachments:

File: [dated cover letter.pdf](#)

Size: 364k

Content Type: application/pdf







BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Monday, August 28, 2023

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:

The Guam Daily Post – August 21, 2023
Notice to Media – August 21, 2023

Second Notice:

The Guam Daily Post – August 24, 2023
Notice to Media – August 24, 2023

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. July 28, 2023 Regular Meeting
4. Correspondence – None
5. Old Business - None
6. New Business
 - A. Approval of GIAA Operating Budget FY2024
 - B. Approval of Award for Grounds Maintenance Services – Non Secured Areas - IFB No. GIAA-005-FY23
 - C. Ratification of FAA Grant Agreement No. 3-66-0001-117-2023 – Construct Aircraft Rescue and Fire Fighting Building
 - D. Approval of Legal Services Invoice No. 81174
7. Report of Executive Manager
 - A. Airport Updates
 - B. Announcements
8. Report of Comptroller
9. Executive Session
 - A. CV0441-23 A.B. Won Pat International Airport Authority, Guam v. Micronesia Aviation Systems, Inc.
 - B. DFS Guam L.P. related litigation to which GIAA is or may be a party.
10. Public Comments
11. Adjournment

BOARD OF DIRECTORS REGULAR MEETING
3:00 p.m., Monday, August 28, 2023
GIAA Terminal Conference Rooms 1 & 2

SIGN-IN SHEET

PRINT NAME	COMPANY/AGENCY	CONTACT NO./EMAIL
1. Raymond Quinlan	GIAA OPS	
2. GERAL BUSTOS	GIAA/ADM	x4485
3. MARLENE PINALA	" "	" "
4. Polenda Faaslee	GIAA Mktg	x4645
5. DEBBIE NGATA	GIAA ACCTG	
6. Royal Montano	ANET	475-5157/63
7. JUAN PABLO	GIAA	4450
8. AUSTIN GRANT	GIAA	4633
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		



REGULAR MONTHLY BOARD MEETING

Monday, August 28, 2023 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. July 28, 2023 Regular Meeting
4. Correspondence - None
5. Old Business - None
6. New Business
 - A. Approval of GIAA Operating Budget FY2024
 - B. Approval of Award for Grounds Maintenance Services - Non Secured Areas - IFB No. GIAA-005-FY23
 - C. Ratification of FAA Grant Agreement No. 3-66-0001-117-2023 - Construct Aircraft Rescue and Fire Fighting Building
 - D. Approval of Legal Services Invoice No. 81174
7. Report of Executive Manager
 - A. Airport Updates
 - B. Announcements
8. Report of Comptroller
9. Executive Session
 - A. CV0441-23 A.B. Won Pat International Airport Authority, Guam v. Micronesia Aviation Systems, Inc.
 - B. DFS Guam L.P. related litigation to which GIAA is or may be a party.
10. Public Comments
11. Adjournment

Parking is available in the Public Parking Lot. Call the Board Office at (671) 642-4717/18 for special accommodations, auxiliary aids, or services. This ad is paid for by GIAA.



The Guam Board of Examiners of Dentistry Regular Virtual Board Meeting

Wednesday, August 23, 2023
at 3:00 PM Guam, Port Moresby

Join Zoom Meeting:
[https://us06web.zoom.us/j/88119097148?](https://us06web.zoom.us/j/88119097148?pwd=TTcxSTloY3VwcTNIU2ZjZDNKck41UT09)
pwd=TTcxSTloY3VwcTNIU2ZjZDNKck41UT09
Meeting ID: 881 1909 7148
Passcode: 504196

Meeting Agenda:

- I. Call to Order:
- II. Roll Call
- III. Proof of Publication
- IV. Approval of Agenda
- V. Approval of Minutes
- VI. Treasurer's Report
- VII. HPLO Administrator's Report
- VIII. Old Business
 - (a) Initial Application for Review and Approval
 - (b) Complaints:
 1. GBED-CO-2023-001-Date received: April 4, 2023
- IX. New Business:
 - (a) Clinical Exam Results
 - (b) Initial Application for Review and Approval
 - (c) Renewal Applications for review and approval
- X. Announcements
- XI. Adjournment

To view the names of the applicants being considered, go to:

<http://guamdentistry.org>

To View live Streaming visit

<http://facebook.com/HPLOGuam>

This advertisement was paid for by DPHSS/Health Professional Licensing Office-Local Funds

For more information, please contact the Board office at 735-7404/10 thru 12. Persons needing telecommunication device for the Hearing/Speech Impaired (TDD) may contact 475-8339.

JOB OPENING



NDHS is hiring for the following teacher positions:

- *Biology
- *World Literature

Complete the application found on our website: www.ndhsguam.com

Email your application, resume, official transcripts, and court and police clearances to info@ndhsguam.com



Job Openings

Accounting Clerk
(Min. 2yrs exp with Acctg process)

Wait Staff/Cashier

Cook/Cook Helper

Starter Staff

Guest Service Staff

Ground Maintenance

Chemical Spray Technician

(CORE License Required)

Mechanic

Exp. w/Heavy Equipment & Small Engine Repair

FULLTIME and PARTTIME POSITIONS

Applications can be picked up at our golf locations at Talofoto or Pagat, Mangilao
Mon-Fri, 9am-3pm or send resume to hr@onwardgolfguam.com

HELP WANTED

Cashiers and Floor Attendants
Able to work any shift
Call: 671-646-1117
Mon-Fri

FOR RENT

Agana Heights

1 Bedroom Studio

Ocean View, Security, Mail Delivery

671-472-2239 / 671-788-6693

HOUSE FOR RENT

DEDEDO

3 BEDROOM, 2 BATHROOM
SECTION 8 OK

671-727-8204, 671-747-1953, 671-632-3250

VEHICLE FOR SEALED BID "AS IS"

1. 2020 NISSAN
SENTRA LY203477

2. 2022 TOYOTA
COROLLA CROSS NV001392

UNITED PACIFIC

646-8163

E-MAIL : Imanila@upcaguamandsaipan.com
The Seller reserves the right to reject any or all bids.

ISLAND-WIDE HOME DELIVERY

The Guam Daily Post is servicing residents around the island from Malesso to Yigo. Get the most local content delivered to your doorstep daily.

CONTACT US:
FRANKIE@POSTGUAM.COM
OR CALL 649-1924



APPLY NOW!!

15 - CARPENTER with min.1 yr. exp.

\$15.58 PER HOUR*

Constructs, erects, installs and repairs structures and fixtures of wood, wallboard and plywood, including framework. Uses carpenter's hand tools and power tools conforming to local building codes. Reads blueprints, sketches, or building plans to determine type of work required and materials needed. Prepares layout, using ruler, framing square, and calipers. Erects framework for structure and lay subfloor board.

10 - CEMENT MASON with min 1 yr. exp

\$15.66 PER HOUR*

Position construction forms or molds. Fill roadways, driveways, sidewalks, bridges, buildings, and parking lots with concrete. Pour and spread concrete into forms. Prepare surface with hammer and chisel. Rub cement in with sponge-rubber float or burlap. Level it using special blades, making sure all lumps and bubbles are smoothed over. Smooth high spots and fill depressions. Make concrete beams, columns, and panels. Wash away excess concrete. Finish corners by hand. Apply latex and epoxy to floors. Use machines that vibrate concrete to fill air pockets. Use groovers and hand trowels to spread concrete. Prepare the base. Cut pavers. Install masonry materials according to specifications. Pour sand in as filler. Use chemical additives to speed up drying process if necessary. Mixing and applying coats of plaster, cement and render to structures using trowels, and leveling and smoothing coats to uniform thickness.

***Special Wage Rate:** Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply.

Successful applicant must be able to obtain military base access. Off-island hires must complete a health screening prior to working on Guam.

Benefits: Round trip airfare for off-island hire; Meals and lodging at \$80.00/week; Local transportation to/from jobsite from the employer's designated housing facility.

The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.

Apply in person at the American Job Center

414 W. Soledad Avenue, Suite 300 GCIC Building Hagatna, Guam

Or apply online at www.hireguam.com; Enter Keyword: 2023-085

CLASSIFIED ADVERTISING

Only **\$14.00**
a Day/Column Inch



Personal Ads

Yard Sale
Pets
Automotive
Events, Etc.



Hiring?

Reach potential employees
through a classified ad.
Employment ads
Customizable sizes



Real Estate

Sell, Rent, Buy
Property through Real Estate ads
Ads can include photos,
company logos to meet you
needs and help you
get the sale!

FOR ADVERTISING CALL US TODAY

671.649.1924 or
krista@postguam.com
Monday - Friday
8:00 am - 5:00 pm

THE GUAM
DAILY POST

USSI HIRING**ELECTRICIAN**

For troubleshooting, repairs, and maintenance of pumps, motors, gensets. Experienced, full time; company benefits

Call Dianne
671-648-0030 or 888-0038

WILLIAM L. GAVRAS, ESQ.

LAW OFFICES OF WILLIAM L. GAVRAS
A Professional Corporation
101 Salisbury Street,
Dededo, Guam 96929
Telephone: 632-4357
Email: williamgavras@yahoo.com

Attorney for Petitioner
HILARIO M. CORTADO, As to
the Estates of PATRICIO M. CORTADO
and EVANGELINA M. CORTADO

**IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATES OF
PATRICIO M. CORTADO and
EVANGELINA M. CORTADO,
Deceased.**

PROBATE CASE NO. PR0039-23

NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN by the undersigned, HILARIO M. CORTADO, Administrator of the Estates of PATRICIO M. CORTADO and EVANGELINA M. CORTADO, Deceased, to the creditors of, and all persons having claims against the said Estates or against said decedents, that within two (2) months after the first publication of this Notice, all claims must be filed with the necessary vouchers in the office of the Clerk of the Superior Court of Guam, or must be established with the necessary vouchers to the Law Offices of William L. Gavras, 101 Salisbury Street, Dededo, Guam 96929 the same being the place for the transaction of the said Estates.

Date: August 11, 2023

By: **/s/HILARIO M. CORTADO**
Administrator

**REGULAR
MONTHLY
BOARD MEETING**

Monday, August 28, 2023 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. July 28, 2023 Regular Meeting
4. Correspondence - None
5. Old Business - None
6. New Business
 - A. Approval of GIAA Operating Budget FY2024
 - B. Approval of Award for Grounds Maintenance Services - Non Secured Areas - IFB No. GIAA-005-FY23
 - C. Ratification of FAA Grant Agreement No. 3-66-0001-117-2023 - Construct Aircraft Rescue and Fire Fighting Building
 - D. Approval of Legal Services Invoice No. 81174
7. Report of Executive Manager
 - A. Airport Updates
 - B. Announcements
8. Report of Comptroller
9. Executive Session
 - A. CV0441-23 A.B. Won Pat International Airport Authority, Guam v. Micronesian Aviation Systems, Inc.
 - B. DFS Guam L.P. related litigation to which GIAA is or may be a party.
10. Public Comments
11. Adjournment

Parking is available in the Public Parking Lot.
Call the Board Office at (671) 642-4717/18 for special accommodations, auxiliary aids, or services.
This ad is paid for by GIAA.



GUAM
CCU
Joseph T. Duenas
CCU Chairman

GUAM POWER AUTHORITY
ATURIDĀT ILEKTRESEDĀT GUĀHAN
P.O. BOX 2977 • HAGĀTNA, GUAM U.S.A. 96932-2977
Telephone Nos. 671-648-3054/55 or Facsimile 671-648-3165



John M. Benavente, P.E.
General Manager

SOLE SOURCE

**Public Law 36-70
5GCA § 5214**

PO NO.:	VENDOR:	DESCRIPTION:	TERM:	AMOUNT:
31896	American Public Power Association	Annual Membership Renewal	06/01/2023 thru 05/31/2024	\$69,486.51

**This notice is paid for by the GUAM POWER AUTHORITY REVENUE FUNDS
Public Law 26-12**

Sole Source award is posted on the Authority's web site at
http://go.opengovguam.com/bids/awarded_sole_source/gpa.

AVAILABLE JOBS FOR ELIGIBLE U.S. WORKERS**17 - CARPENTERS WITH ONE YEAR EXP.**

***\$15.58 PER HR.**

Construct, erect, install, and repair structures and fixtures of wood, plywood and wallboard using carpenters hand tools and power tools conforming to local building codes. Studies blue prints, sketches, or building plans for information pertaining to the type of material required such as lumber or fiber board, and dimension of structure to be fabricated. Selects specific type of lumber materials. Prepares layouts using ruler, framing square, or clippers. Marks cut or assembly line on materials using pencil or chalk marking gauge. Shapes materials to prescribed measurement using saws, chisels and planes.

6 - REINFORCING METAL WORKER WITH ONE YEAR EXP.

***\$16.73 PER HR.**

Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Determines sizes, shapes and location of reinforcing rods from blueprints, sketches, or oral instructions to prepare layout and determine materials required. Prepare rebar or mesh for installation using metal shears, hacksaw, and torches. Cut rods to required lengths and place rods in forms by spacing and fastening them together using wire and pliers. Bends or welds rebar together and installs cables using pliers to tie wire around rods to fasten them together. May use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.

***Special wage rate:** Work to be performed on DPRI-funded projects and projects covered by Davis Bacon, Service Contracts Act, and/or Executive Order 14206 will be paid no less than the indicated wage rate but may be paid more where special rates apply.

Benefits: Roundtrip airfare for off-island hire; Food & Lodging @ \$80 per week; Local transportation from employer's designated lodging facility to/from jobsite; Employer/Employee-paid medical insurance provided.

Successful applicant must be able to obtain military base access. Off-island hires must complete a pre-arrival and post-arrival health screening.

The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.

**The complete job duties may be viewed in person at American Job Center
414 W. Soledad Avenue, Suite 300 GCIC Building, Hagatna, Guam
Or apply online at www.hireguam.com; Enter Keyword: 2023-089**



**DELIVERY
DRIVERS
WANTED!**

Multiple routes available!

**Great supplemental
income!**

**Make extra cash in a few
hours a day!**

Perfect for night owls!

Interested? Send us an email!
krista@postguam.com
or
marc@postguam.com

THE GUAM
DAILY POST

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

**Friday, July 28, 2023, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The July 28, 2023 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 3:08 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba
Gurvinder Sobti
Donald I. Weakley
Lucy M. Alcorn*
Rosie R. Tainatongo
Jesse G. Garcia

Offices or positions:

Chairman
Vice Chairman
Board Secretary

Directors Absent:

Doyon A. Morato (Excused)

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Juan S.A. Reyes, A.C.E.
Raymond Mantanona
Danielle Camacho
Ken McDonald
Joseph Javellana
Vanessa Pangindian
Elfrie Koshiba
Andrea Blas

Executive Manager
Deputy Executive Manager
Airport Services Manager
Air Terminal Manager
ARFF, Chief
General Accounting Supervisor
Properties & Facilities Superintendent
GIAA Property Management Office
GIAA Property Management Office
GIAA Marketing
Management Analyst

William Brennan
Eduardo A. Calvo
Janalynn C. Damian
Genevieve Rapadas
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
Calvo Fisher & Jacob, LLP, GIAA Legal Counsel
Calvo Fisher & Jacob, LLP, GIAA Legal Counsel
Calvo Fisher & Jacob, LLP, 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 Vice Chairman Sobti, the following resolution was unanimously passed:

Resolution No. 23-42

The Board hereby approves the agenda of the July 28, 2023 regular meeting, subject to corrections.

3. APPROVAL OF MINUTES

- A.** July 6, 2023 - Regular Meeting
- B.** July 18, 2023 - Special Meeting

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

Resolution No. 23-43

The Board hereby approves the minutes of the July 6, 2023 regular meeting and the July 18, 2023 special 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

- A.** Presentation of 2023 Airport Master Plan Update

The next item on the agenda was the 2023 Airport Master Plan Update. Deputy Executive Manager Hernandez introduced Mr. Elliott Lindgren of AECOM to present a brief update of GIAA's Master Plan update – related work to the Board. Mr. Lindgren announced that AECOM has met with GIAA Stakeholders to hold a series of workshops broken up into: Key Stakeholders (Airlines, TSA, CBP), Operational Stakeholders (Car rental companies) and Internal Stakeholders (GIAA). Mr. Lindgren provided a PowerPoint presentation for the Board's information that covered the following: Airport Development Plan, Facilities Implantation Plan, Environmental Overview, Sustainability and Next Steps.

*Director Alcorn arrived at 3:17 p.m. during this discussion, quorum was already constituted.

Chairman Bamba thanked AECOM for their presentation, and asked if there were any lessons learnt as a result of the recent Typhoon Mawar. AECOM representative, Mr. Lindgren replied, nothing that would've changed the Master Plan but areas that could be improved, such as energy sources.

B. Approval of Extension for Car Rental Concessions

Deputy Executive Manager Hernandez presented the extension of the recommendation to extend the Non-Exclusive Car Rental Concession Agreement between Atkins Kroll, Inc., Triple J Rentals (Guam) Inc., Emerald Pacific Group Corp, and Nissan Rent A Car, Guam and A.B. Won Pat International Airport Authority, Guam (GIAA) pursuant to the authorization provided in Public Law 37-23. Deputy Executive Manager Hernandez provided background stating that GIAA issued Invitation for Bid (IFB) No. GIAA-002-FY06 soliciting bids for the operation of non-exclusive car rental concessions at the Airport. The concession agreements were awarded to the six (6) highest bidders that were determined to be responsive and responsible bidders and have met the criteria established in the IFB, which consist of Avis (formerly Premiere Alliance, Inc., currently Atkins Kroll, Inc.), Hertz, Dollar (Triple J Rentals (Guam), Inc.), Emerald Pacific Group Corp. (National Car Rental), and Nissan Rent A Car, Guam. The concession agreement was for an initial term of five (5) years, effective July 1, 2006 with one (1) option to renew for an additional five (5) years which expired on June 30, 2016. Car Rental Concessionaires have continued to operate at the Airport under a hold over provision since that time.

Pursuant to Public Law 37-23, GIAA is authorized to negotiate extensions of its concession agreements including the Non-Exclusive Car Rental Concession Agreement with Atkins Kroll, Inc. (Avis, Budget Car Rental), Triple J Rentals (Guam), Inc. (Hertz & Dollar Rent A Car), Emerald Pacific Group Corp. (National Car Rental), and Nissan Rent A Car, Guam in light of the impact and uncertainty caused by the Covid-19 Pandemic and coupled with the more recent Typhoon Mawar to GIAA operations and flight activity. As a result, the parties desire to extend the Agreements as authorized by Public Law 37-23 to reflect the following negotiated terms of the Agreement:

- **Term:** September 1, 2023 through August 31, 2024 with two (2) one (1) year options to extend not to exceed a total contract period of three (3) years.

- **Rent:**

- Minimum Annual Guarantee (MAG) fee or 10% gross sales:

Triple J Rentals (Guam), Inc. dba Hertz Rent a Car	\$23,857.86 per month
Emerald Pacific Group Corp. dba National Car Rental	\$24,333.72 per month
Atkins Kroll Inc. dba Avis Car Rental	\$14,654.22 per month
Nissan Rent A Car, Guam	\$11,382.88 per month

- Ready/Return Parking Fee: \$20.00 per month for each parking stall
- Customer Facility Charge (CFC): \$.50 for each contract day.

- Counter Rental fee: \$800.00 per month / per concessionaire
- **Terms & Conditions:** All other terms and conditions of the Agreement remain unchanged.

With this extension, concessionaires will do a refresh of their respective concession's spaces, to include: lighting, counter upgrades, new signage, painting, equipment, rugs, stall signs, etc., with the intent to increase revenues and customer satisfaction.

Pursuant to Public Law 37-23, GIAA Board approval is required for extension of concession agreements. Management recommends that the Board approve the extension of the Non-Exclusive Car Rental Concession Agreements between Atkins Kroll, Inc. (Avis Car Rental), Triple J Rentals (Guam), Inc. (Hertz & Dollar Rent A Car), Emerald Pacific Group Corp. (National Car Rental), and Nissan Rent A Car, Guam for a one (1) year period commencing on September 1, 2023 through August 31, 2024 with two (2) one (1) year options to extend not to exceed a total contract period of three (3) years.

Brief discussion followed relative to revenue over the past five (5) years, and how the importance of refreshing their counters and improving customer experience after COVID-19 and recent Typhoon Mawar.

After further discussion, on motion duly made by Secretary Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously approved:

Resolution No. 23-45

WHEREAS, the Antonio B. Won Pat International Airport Authority, Guam's (the "Authority") Board of Directors (the "Board") previously approved the award of the car rental concession agreements as follows:

Car Rental Concessionaire	Date of Existing Concession Agreement
1. Atkins Kroll, Inc. dba Avis Car Rental	July 1, 2006
2. Triple J Rentals (Guam), Inc. dba Hertz Rent A Car	July 1, 2006
3. Emerald Pacific Group Corp. dba National Car Rental	July 1, 2006
4. Nissan Rent A Car, Guam	July 1, 2006

WHEREAS, the COVID-19 pandemic significantly and negatively impacted the world-wide travel industry. Arrivals at the Antonio B. Won Pat International Airport, Guam dropped by over ninety percent since the onset of the pandemic and have still not recovered to pre pandemic levels.

WHEREAS, Typhoon Mawar, a Category 4 typhoon passed over Guam on May 23, 2023 causing catastrophic damage to the Airport and the visitor industry has suffered another significant setback to its recovery.

WHEREAS, in light of the importance of the revenues generated from the concession agreements, the Authority requested that the Legislature authorize it to negotiate extensions of its concession agreements.

WHEREAS, Public Law 37-23, passed by *I Mina'trentai Siette Na Liheslaturan Guåhan* on July 3, 2023, recognized the damage and uncertainty caused by the COVID-19 pandemic, Typhoon Mawar, and other circumstances.

WHEREAS, *I Mina'trentai Siette Na Liheslaturan Guåhan* further found that the Authority's concession agreements are in the best interest of the Authority and the Territory and an extension of such concession agreements is in the best interests of the Authority and the Territory.

WHEREAS, in her signing statement for P.L. 37-23, *I Maga'hågan Guåhan* recognized that "[a]s our tourism industry recovers from the impacts of both Typhoon Mawar and the COVID-19 pandemic, it is critical that we work to ensure our only public airport's financial security. Due to current circumstances, it is impracticable for GIAA to negotiate long-term concession contracts. An extension of existing contracts represents a reasonable short-term measure that will give the airport more bargaining power and enable it to enter into more favorable long-term concession agreements, ensuring its financial stability during this necessary recovery period, for the benefit of all the people of Guam."

WHEREAS, Public Law 37-23 authorizes the Authority to negotiate terms and conditions of the extension(s).

WHEREAS, based on the enactment of Public Law 37-23, and the express authority granted by *I Mina'trentai Siette Na Liheslaturan Guåhan* to negotiate the terms and conditions of the extension of concession agreements, the Airport now desires to negotiate terms and conditions beneficial to the Airport and commercially reasonable to the current concessionaires referenced hereinabove.

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

Section 1. The Board of Directors authorizes the Executive Manager to extend the car rental concession agreements referenced herein on the terms the Executive Manager determines are most advantageous to the Airport given the circumstances caused by the COVID-19 pandemic, typhoon Mawar's passage over Guam and the market conditions currently facing the Airport.

Section 2. Management is authorized to do all things necessary and proper to implement this resolution.

Section 3. This resolution shall take effect from and after its adoption.

C. Approval of Extension of Public Parking Concession

Deputy Executive Manager Hernandez presented the extension of the recommendation to extend the Non-Exclusive Car Rental Concession Agreement between Pac Air, Ltd. (PacAir) and A. B. Won Pat International Airport Authority, Guam (GIAA). Deputy Executive Manager Hernandez provided background, stating that GIAA issued a Request for Proposal No. GIAA-003-FY11 for the operation and management of the public and commercial parking facilities. PacAir was selected as the highest ranked and most qualified proposer, and entered into an Agreement for a term of five (5) years, commencing November 1, 2011 through October 31, 2016 with an option to extend for five (5) years that expired on October 31, 2021. PacAir has continued to operate under the holdover provision.

Pursuant to Public Law 37-23, GIAA is authorized to negotiate extensions of its concession agreements including the Public and Commercial Parking Concession Agreement with PacAir in light of the impact and uncertainty caused by Covid-19 Pandemic and coupled with the more recent Typhoon Mawar to GIAA operations and flight activity. As a result, the parties desire to extend the Agreement as authorized by Public Law 37-23 to reflect the following negotiated key terms of the Agreement:

- **Term:** November 1, 2023 through October 31, 2025 with 1 (one) year option to extend at GIAA's sole discretion and agreement by PacAir.
- **Rent:** Minimum Annual Guarantee (MAG) of \$120,000.00 per annum or 17% of gross sales, whichever is greater.
- **Security Deposit:** \$10,000.00
- **Terms and Conditions:** All other terms and conditions of the Agreement remain unchanged.
- **Minimum Capital Investment:** An estimated \$200,000.00 to improve the current parking system which shall be amortized over a period of not more than three (3) years, commencing the earlier of (a) implementation date of system upgrade or (b) May 1, 2024 on a straight-line basis with no salvage value. For the next RFP, any unamortized amount remaining shall be paid by the successful parking lot concessionaire.

Pursuant to Public Law 37-23, GIAA Board approval is required for the extension of concession agreements. Management recommends that the Board approve the Agreement for the extension of the Public & Commercial Parking Concession Agreement between GIAA and PacAir, Ltd. for a period of two (2) years commencing November 1, 2023 through October 31, 2025, with a one (1) year option to extend not to exceed three (3) years at GIAA's option and concurrence by PacAir.

After further discussion, on motion duly made by Vice Chairman Sobti, seconded by Director Garcia, the following resolution was unanimously approved:

Resolution No. 23-46

WHEREAS, the Antonio B. Won Pat International Airport Authority, Guam's (the "Authority") Board of Directors (the "Board") previously approved the award of the Public and Commercial Parking Concession Agreement with PacAir, Ltd.

WHEREAS, the COVID-19 pandemic significantly and negatively impacted the world-wide travel industry. Arrivals at the Antonio B. Won Pat International Airport, Guam dropped by over ninety percent since the onset of the pandemic and have still not recovered to pre pandemic levels.

WHEREAS, Typhoon Mawar, a Category 4 typhoon passed over Guam on May 23, 2023 causing catastrophic damage to the Airport and the visitor industry has suffered another significant setback to its recovery.

WHEREAS, in light of the importance of the revenues generated from the concession agreements, the Authority requested that the Legislature authorize it to negotiate extensions of its concession agreements.

WHEREAS, Public Law 37-23, passed by *I Mina'trentai Siette Na Liheslaturan Guåhan* on July 3, 2023, recognized the damage and uncertainty caused by the COVID-19 pandemic, Typhoon Mawar, and other circumstances.

WHEREAS, *I Mina'trentai Siette Na Liheslaturan Guåhan* further found that the Authority's concession agreements are in the best interest of the Authority and the Territory and an extension of such concession agreements is in the best interests of the Authority and the Territory.

WHEREAS, in her signing statement for P.L. 37-23, *I Maga'hågan Guåhan* recognized that "[a]s our tourism industry recovers from the impacts of both Typhoon Mawar and the COVID-19 pandemic, it is critical that we work to ensure our only public airport's financial security. Due to current circumstances, it is impracticable for GIAA to negotiate long-term concession contracts. An extension of existing contracts represents a reasonable short-term measure that will give the airport more bargaining power and enable it to enter into more favorable long-term concession agreements, ensuring its financial stability during this necessary recovery period, for the benefit of all the people of Guam."

WHEREAS, Public Law 37-23 authorizes the Authority to negotiate terms and conditions of the extension(s).

WHEREAS, based on the enactment of Public Law 37-23, and the express authority granted by *I Mina'trentai Siette Na Liheslaturan Guåhan* to negotiate the terms and conditions

of the extension of concession agreements, the Airport now desires to negotiate terms and conditions beneficial to the Airport and commercially reasonable to the current concessionaires referenced hereinabove.

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

Section 1. The Board of Directors authorizes the Executive Manager to extend the Public and Commercial Parking Concession Agreements referenced herein on the terms the Executive Manager determines are most advantageous to the Airport given the circumstances caused by the COVID-19 pandemic, typhoon Mawar's passage over Guam, the pending concession-related litigation, and the market conditions currently facing the Airport.

Section 2. Management is authorized to do all things necessary and proper to implement this resolution.

Section 3. This resolution shall take effect from and after its adoption.

D. Approval of Extension of Food and Beverage Concessions

Deputy Executive Manager Hernandez presented the extension of the recommendation to extend the Food & Beverage (F&B) Concession Agreements between Denny's of Guam, Inc. (Domino's Pizza, Golden Bowl and Big Nama's Bar); Micronesia Munchies, Inc. (Micronesia Munchies); JMC, Inc. (Clippers Lounge and Ramen Ya/Oasis); KGD, LLC (Airport Tentekomai); Pacific Fast Food Associates (Burger King) and Sunleader Guam Co., Ltd (Sissies Café) and A.B. Won Pat International Airport Authority, Guam (GIAA). Deputy Executive Manager Hernandez provided background, stating that GIAA issued competitive solicitations for Food & Beverage Concessions at the Airport on November 29, 2004. The Concession Agreements were awarded to the responsive and responsible F&B operators who met the criteria as follows:

- Denny's of Guam, Inc. dba Domino's Pizza
- Denny's of Guam, Inc. dba Golden Bowl
- Denny's of Guam, Inc. dba Big Nama's Bar
- Micronesia Munchies, Inc. dba Micronesia Munchies
- JMC, Inc. dba Clippers Lounge
- JMC, Inc. dba Ramen Ya/Oasis
- KGD, LLC dba Airport Tentekomai
- Pacific Fast Food Associates dba Burger King
- Sunleader Guam Co., Ltd dba Sissies Café

The concessionaires entered into Food and Beverage Concession Agreements for an initial 7-year period from December 7, 2005 to December 6, 2012 with one (1) year incremental extensions not to exceed a total contract period of ten (10) years. Sunleader Guam Co., Ltd was awarded a subsequent contract for a period of five (5) years, which expires on December 17, 2024, and F&B

concessionaires continue to operate at the Airport on a holdover provision, except Sunleader in its final contract year expiring as noted.

Pursuant to Public Law 37-23, GIAA is authorized to negotiate extensions of its F&B concession agreements in light of the impact and uncertainty caused by the COVID-19 Pandemic and coupled with more recent Typhoon Mawar to GIAA operations and flight activity. As a result, the parties desire to extend the Agreements as authorized by Public Law 37-23 to reflect the following negotiated key terms of the Agreement:

- **Term:** September 1, 2023 through August 31, 2024 with two (2) one (1) year options not to exceed a total agreement period of three (3) years. Sunleader's will be extended and commence December 17, 2024 through August 31, 2025 with one (1) one(1) year option thereafter.
- **Rent/Other Fees:**

Food & Non-Alcoholic Beverages:	15% Annual Gross Revenue (AGR)
Alcoholic Beverages:	20% of AGR
Merchandise <i>and</i> Advertising:	22.5% of AGR
- **Terms and Conditions:** All other terms and conditions of the Agreement remain unchanged.

With this extension, concessionaires will do a refresh of their respective concessions, to include: store front areas, lighting, counter upgrades, new signage, painting, equipment, etc., and adjust and/or expand product offerings that will increase revenues and customer satisfaction.

Pursuant to Public Law 37-23, GIAA Board approval is required for the extension of concession agreements. Management recommends that the GIAA Board of Directors approve the Concession Agreements to extend all Food & Beverage Concession Agreements between Denny's of Guam, Inc. (Domino's Pizza, Golden Bowl and Big Nama's Bar); Micronesian Munchies, Inc. (Micronesian Munchies); JMC, Inc. (Clippers Lounge and Ramen Ya/Oasis); KGD, LLC (Airport Tentekomai); Pacific Fast Food Associates (Burger King); with Sunleader Guam Co., Ltd (Sissies Café) for a one (1) year period commencing on September 1, 2023 to August 31, 2024, with two (2) one (1) year options to extend, not to exceed a total of three (3) years, with Sunleader Guam Co., Ltd. (Sissies Café) extension to run from December 17, 2024 to August 31, 2025, with a one (1) year option thereafter.

Discussion followed relative to new vendors and if they would have to accept the same terms. Deputy Executive Manager informed yes, they would follow the same procurement rules and regulations.

After further discussion, on motion duly made by Vice Chairman Sobti, seconded by Director Garcia, the following resolution was unanimously approved:

Resolution No. 23-47

WHEREAS, the Antonio B. Won Pat International Airport Authority, Guam's (the "Authority") Board of Directors (the "Board") previously approved the award of the food and beverage concession agreements as follows:

F&B Concessionaire	Date of Existing Concession Agreement
1. Denny's Guam, Inc. dba Dominos's Pizza	December 7, 2005
2. Denny's Guam, Inc. dba Golden Bowl	December 7, 2005
3. Denny's Guam, Inc. dba Big Nama Bar	December 7, 2005
4. Micronesian Munchies, Inc. dba Micronesian Munchies	December 7, 2005
5. JMC Guam, Inc. dba Clipper's	December 7, 2005
6. JMC Guam, Inc. dba Ramen Ya	December 7, 2005
7. KGD, LLC dba Airport Tentakomai	December 7, 2005
8. Pacific Fastfood Associates dba Burger King	December 7, 2005
9. Sunleader Guam Co. Ltd. dba Sissies Café	December 18, 2019

WHEREAS, the COVID-19 pandemic significantly and negatively impacted the world-wide travel industry. Arrivals at the Antonio B. Won Pat International Airport, Guam dropped by over ninety percent since the onset of the pandemic and have still not recovered to pre pandemic levels.

WHEREAS, Typhoon Mawar, a Category 4 typhoon passed over Guam on May 23, 2023 causing catastrophic damage to the Airport and the visitor industry has suffered another significant setback to its recovery.

WHEREAS, in light of the importance of the revenues generated from the concession agreements, the Authority requested that the Legislature authorize it to negotiate extensions of its concession agreements.

WHEREAS, Public Law 37-23, passed by *I Mina'trentai Siette Na Liheslaturan Guåhan* on July 3, 2023, recognized the damage and uncertainty caused by the COVID-19 pandemic, Typhoon Mawar, and other circumstances.

WHEREAS, *I Mina'trentai Siette Na Liheslaturan Guåhan* further found that the Authority's concession agreements are in the best interest of the Authority and the Territory and an extension of such concession agreements is in the best interests of the Authority and the Territory.

WHEREAS, in her signing statement for P.L. 37-23, *I Maga'hågan Guåhan* recognized that "[a]s our tourism industry recovers from the impacts of both Typhoon Mawar and the COVID-19 pandemic, it is critical that we work to ensure our only public airport's financial security. Due to current circumstances, it is impracticable for GIAA to negotiate long-term concession contracts.

An extension of existing contracts represents a reasonable short-term measure that will give the airport more bargaining power and enable it to enter into more favorable long-term concession agreements, ensuring its financial stability during this necessary recovery period, for the benefit of all the people of Guam.”

WHEREAS, Public Law 37-23 authorizes the Authority to negotiate terms and conditions of the extension(s).

WHEREAS, based on the enactment of Public Law 37-23, and the express authority granted by *I Mina'trentai Siette Na Liheslaturan Guåhan* to negotiate the terms and conditions of the extension of concession agreements, the Airport now desires to negotiate terms and conditions beneficial to the Airport and commercially reasonable to the current concessionaires referenced hereinabove.

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

Section 1. The Board of Directors authorizes the Executive Manager to extend the food and beverage concession agreements referenced herein on the terms the Executive Manager determines are most advantageous to the Airport given the circumstances caused by the COVID-19 pandemic, typhoon Mawar's passage over Guam and the market conditions currently facing the Airport.

Section 2. Management is authorized to do all things necessary and proper to implement this resolution.

Section 3. This resolution shall take effect from and after its adoption.

E. Supplemental Funding for HVAC Upgrades

The next item on the agenda was the Supplemental Funding for HVAC Upgrades. Mr. Frank Santos presented the item for the Board's consideration. Management is requesting supplemental funding for upgrades to the HVAC system. The additional amount requested is above management's authorized funding level of \$100k in the total amount of \$112,952.87. Mr. Santos provided background stating that the Board of Directors, in their regular meeting on April 27, 2023, approved \$788,440 for cooling tower (HVAC) upgrades inclusive of chiller rentals. The replacements for four (4) cooling towers have been completed as of July 24, 2023 and the use of both the 200-ton and 100-ton rental chillers was terminated after a two (2) month duration. All areas of the terminal are now cool and comfortable. The system is still in a testing phase.

Mr. Santos advised the Board that the supplemental funding is for additional work required to improve the air circulation and temperatures in the west concourse through the installation of an air supply duct from the 3rd floor International Arrivals Corridor to the concourse level, adjacent to Gate 6. Upgrades were also made to the water distribution system, spray/jet nozzles

and the inlet louver stainless steel frames for the cooling towers. Funding to be sourced from revenue and reserve accounts for the referenced funding.

Managements recommendation is that the Board approve the supplemental funding request in the amount of \$112,952.87 for the HVAC upgrades.

Discussion followed relative the Boards request at the April 27 Board meeting, that Management negotiate a lease to own option, with Mr. Santos informing the Board that this would cost the Airport approximately \$250K to \$450k a year, and ultimately recommended that the Airport not purchase chillers.

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

Resolution No. 23-44

The Board hereby approves the supplemental funding for upgrades to the HVAC system with Johnson Controls, Inc., in the amount of \$112,952.87, as presented.

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 Manger Quinata. The report included brief updates on Airline activity, CIPs, Airport updates, Regulatory updates and other announcements.

Executive Manager Quinata announced that DOA's OPEB report was released, however GIAA is awaiting finalization.

8. REPORT OF THE COMPTROLLER

Ms. Danielle Camacho, General Accounting Supervisor reported on the revenues and expenses of the Authority for the for the month ending **June 30, 2023**. Revenues are below budgeted revenues by **26.4%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget. Year-to-date Total Concession Revenues are **44.2%** below budget while Passenger Facility Charges are below the budget estimate by **31.3%**. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **6.9%**. Year-to-date Total Operating Revenues actual of **\$37.1M** is **27.0%** below the budget estimate of \$50.8M. Year-to-date Total Operating Expenses are below budget by **14.6%**. Components of this line item include a **15.7%** decrease in Personnel Service, a **8.8%** decrease in Contractual Services, a **53.5%** decrease in Materials & Supplies and a **77.6%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$4.4M** represents a **64.7%** decrease over the year-to-date budgeted amount of **\$12.8M**. Ms. Camacho reported that the year-to-date Debt Service Coverage is at **13.8** versus the requirement of **1.25**.

Chairman Bamba inquired on GIAA's expenses with regard to utilities, and asked that a comparison be provided at the next Board meeting.

9. EXECUTIVE SESSION

Upon written recommendation of Counsel, on motion duly made by Vice C, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 4:36 p.m.

Due to a conflict of interest, Chairman Bamba and Director Garcia did not participate in the Executive Session.

A. DFS Guam L.P. related litigation to which GIAA is or may be a party.

The Board convened into Executive Session at 4:39 p.m. to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party. Attending Executive Session were Directors Sobti, Weakley, Alcorn, Tainatongo, Executive Manager Quinata, and Legal Counsels, Eduardo Calvo, Janalynn Damian, and Genevieve Rapadas. Also present was the court reporter who will prepare a transcript of the Executive Session. Executive Session ended at 5:02 p.m.

All Board members present in the conference room. Motion to return to regular session duly made by Director Weakley, seconded by Vice Chairman Sobti; motion unanimously passed. Regular Session began at 5:07 p.m.

10. PUBLIC COMMENTS

There were no Public Comments.

11. ADJOURNMENT

Motion to adjourn duly made by Director Alcorn, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 5:08 p.m.

Dated this _____, day of _____, 2023.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted By:

Amanda O'Brien
Corresponding Secretary



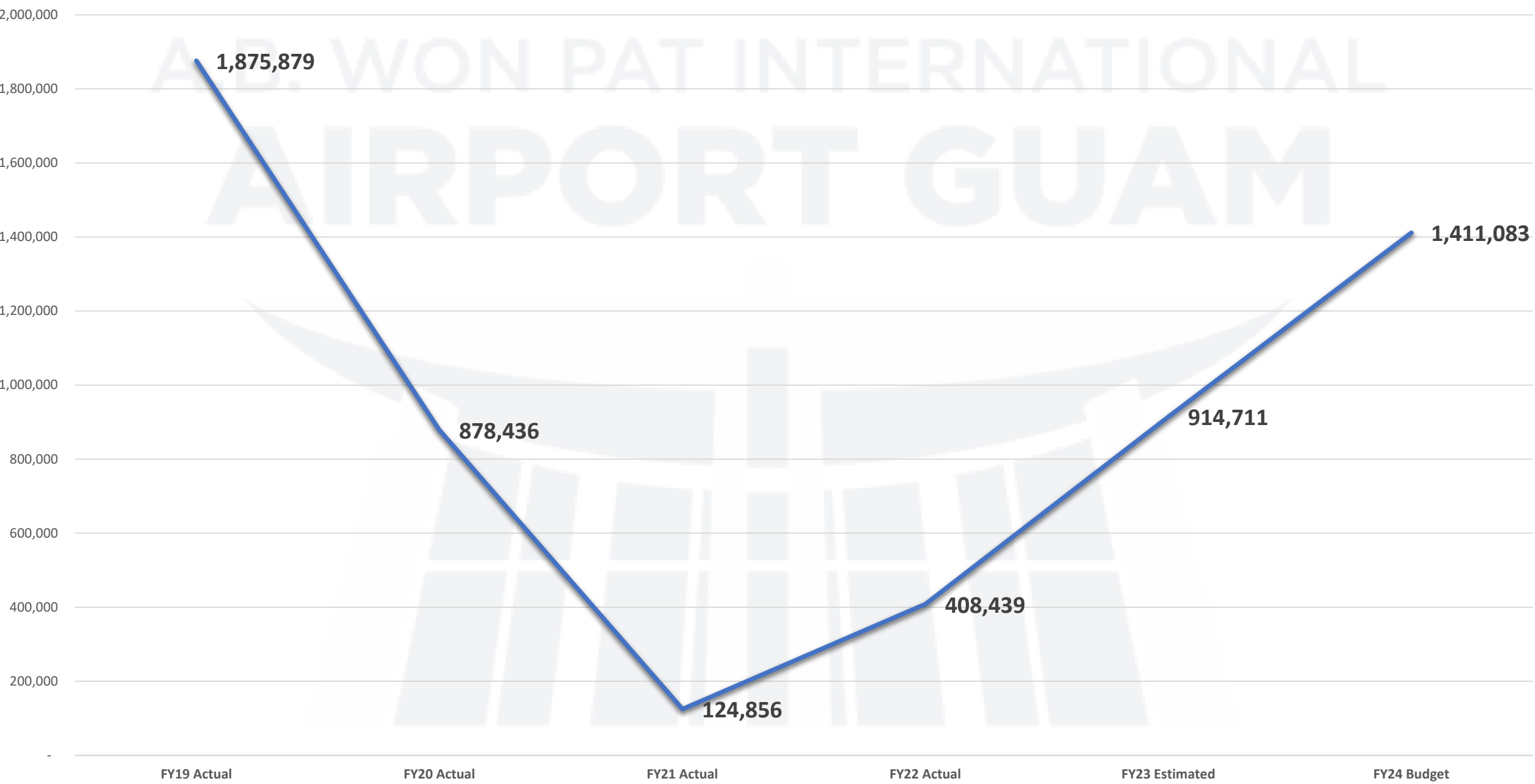
Fiscal Year 2024 Operating Budget

Assumptions and Highlights

- ≧Enplanements Discussion
- ≧Debt Service and Debt Service Coverage
- ≧Retirement Contribution Increase
- ≧Operations and Maintenance Budget
- ≧Capital Projects
- ≧Airport Revenues and Federal Reimbursements

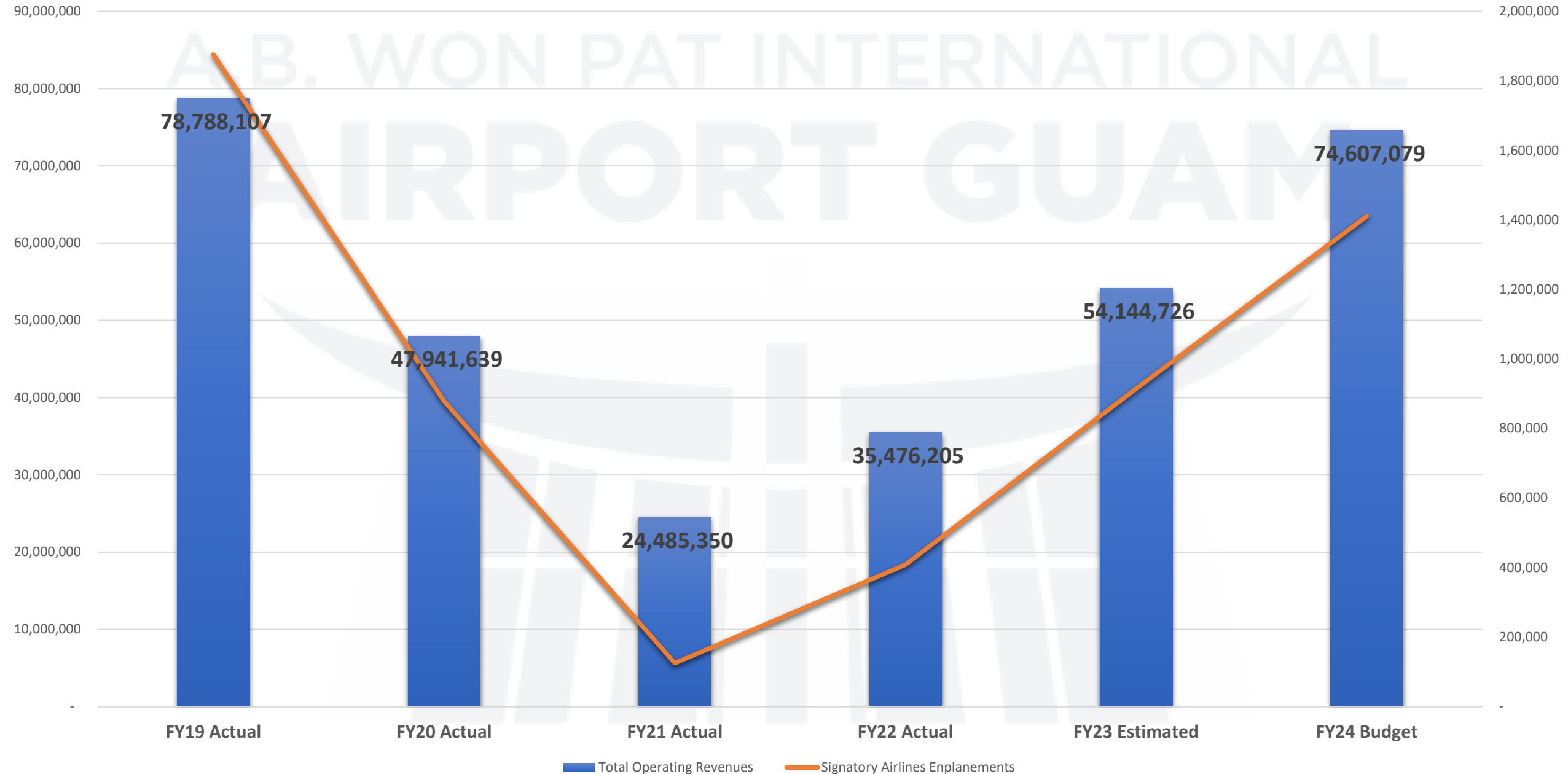
Signatory Airline Enplanements

FYs 2019 - 2022 Actuals, FY 2023 Estimated, FY 2024 Budget



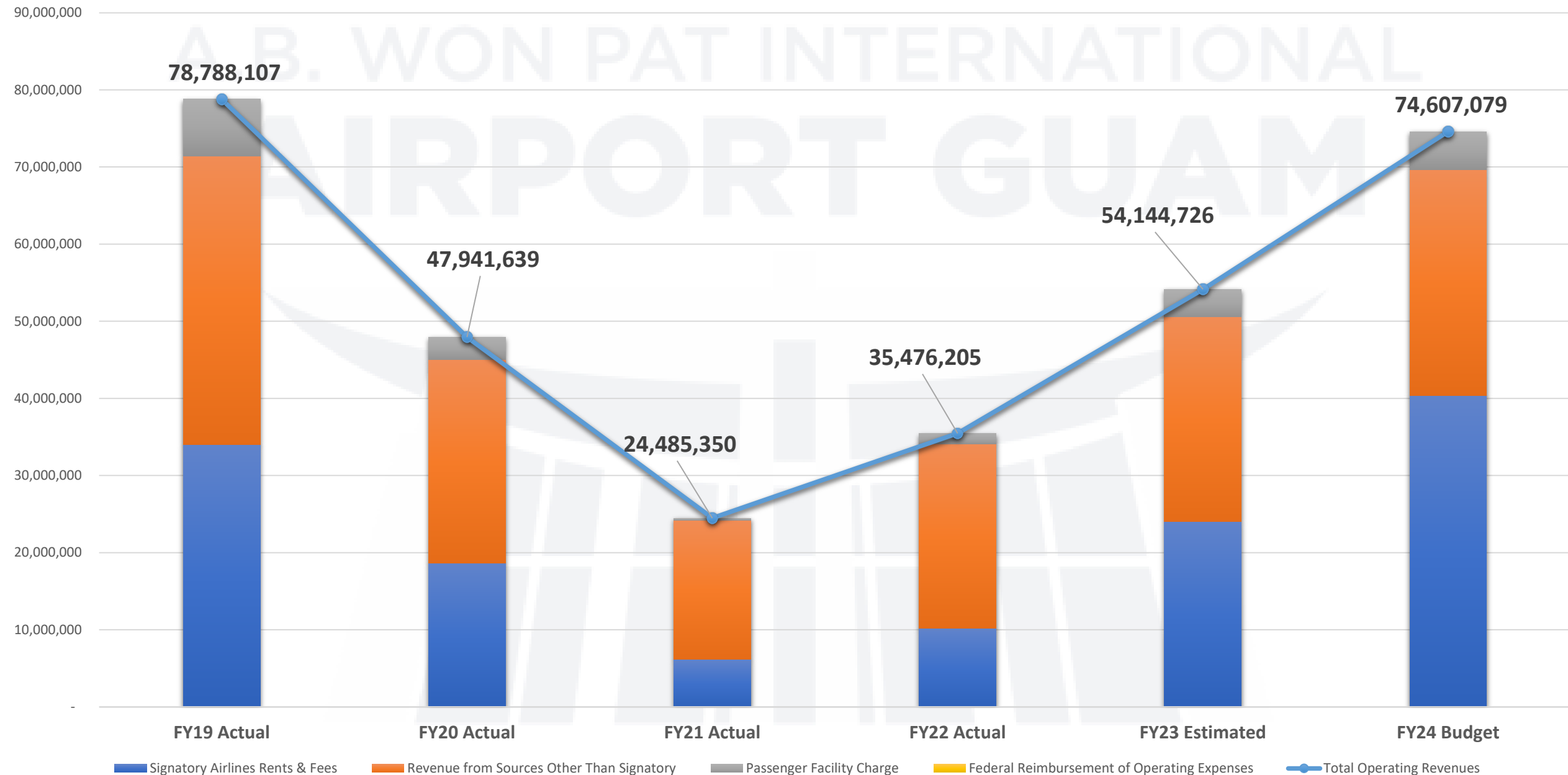
Total Revenues Comparison (No Federal Reimbursements) & Signatory Airline Enplanements

FYs 19-22 Actual, FY23 Estimated, FY24 Projected



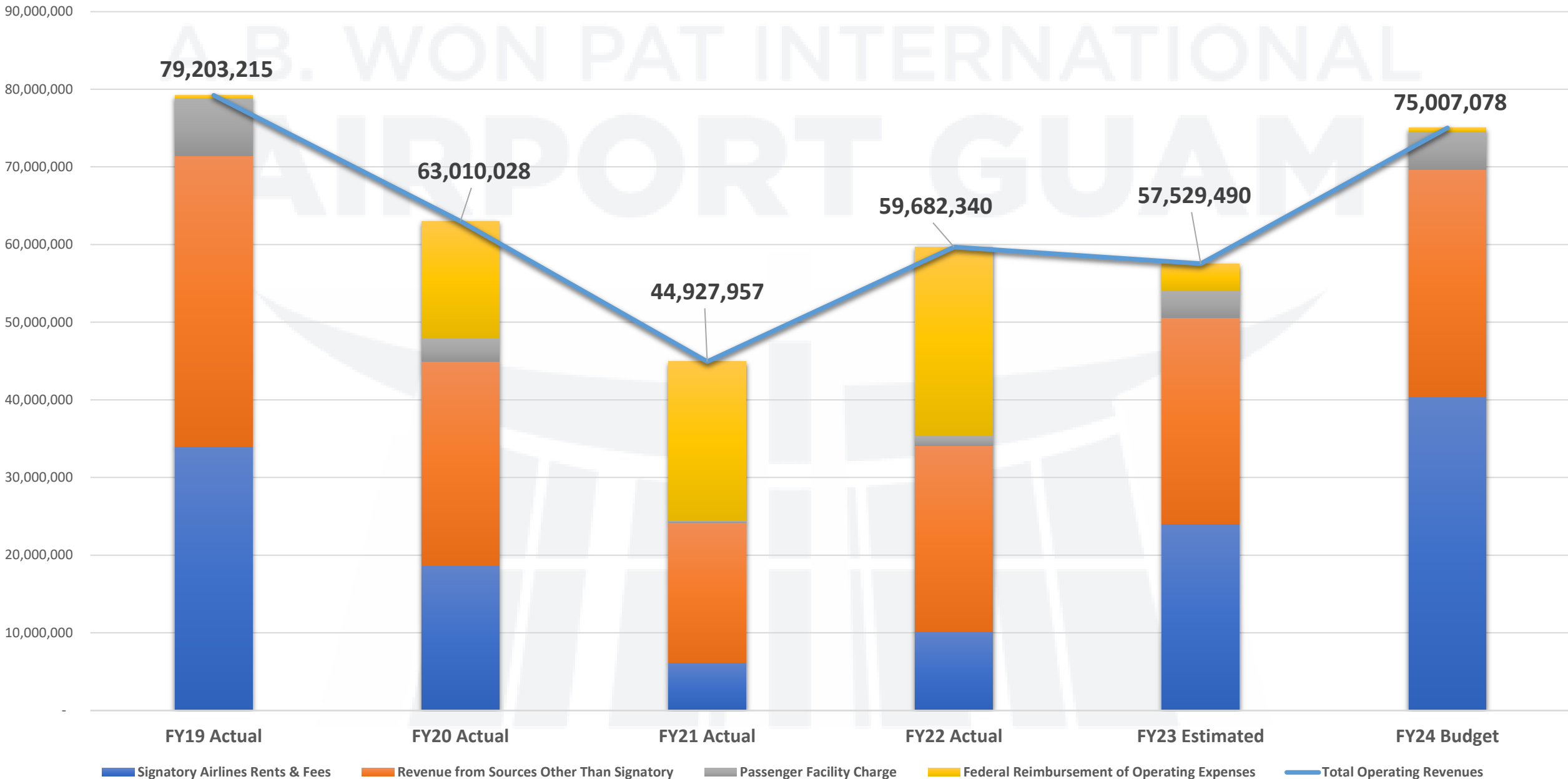
Total Revenues Comparison (No Federal Reimbursements)

FYs 19-22 Actual, FY23 Estimated, FY24 Projected

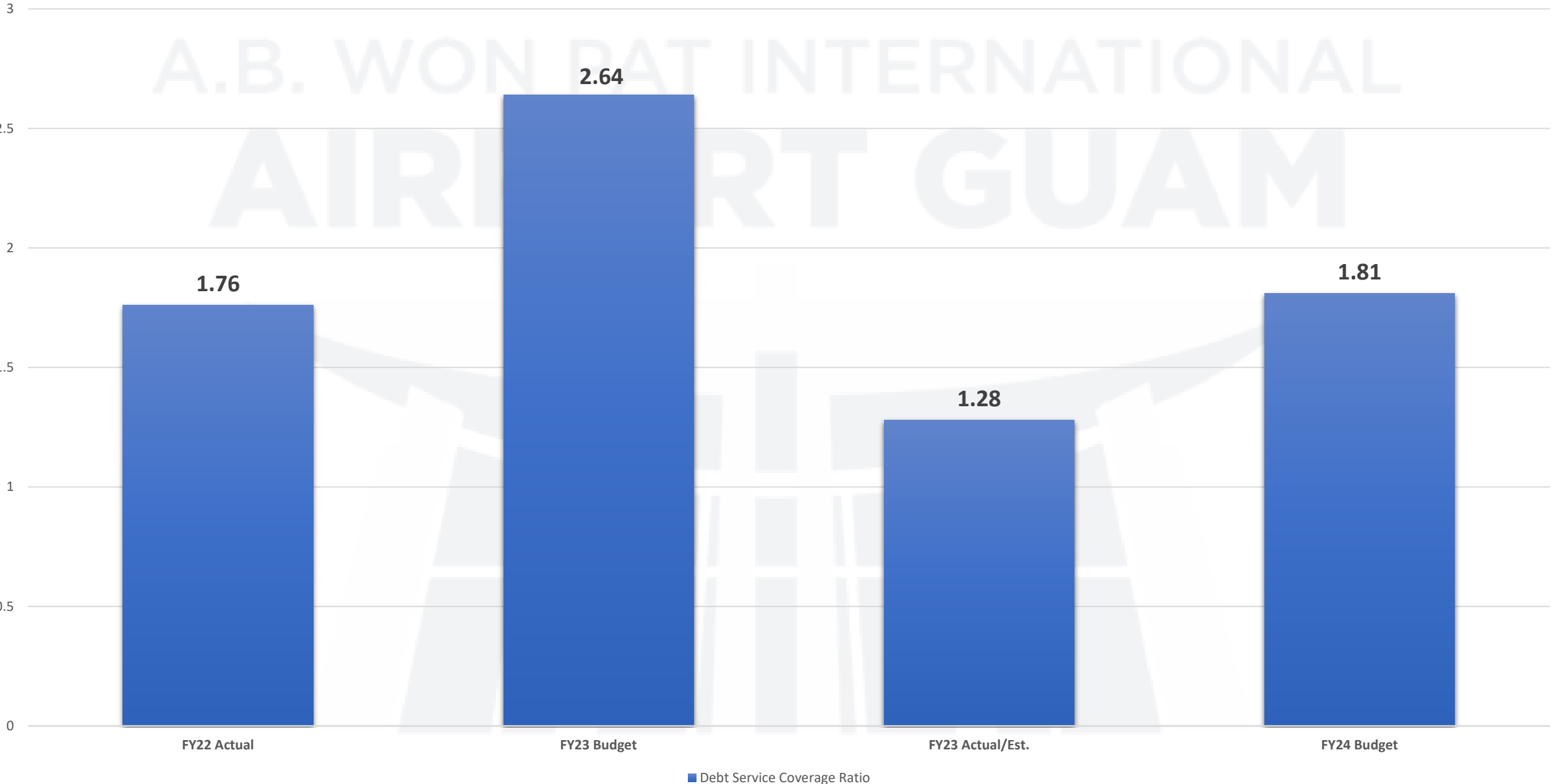


Total Revenues Comparison

FYs 19-22 Actual, FY23 Estimated, FY24 Projected

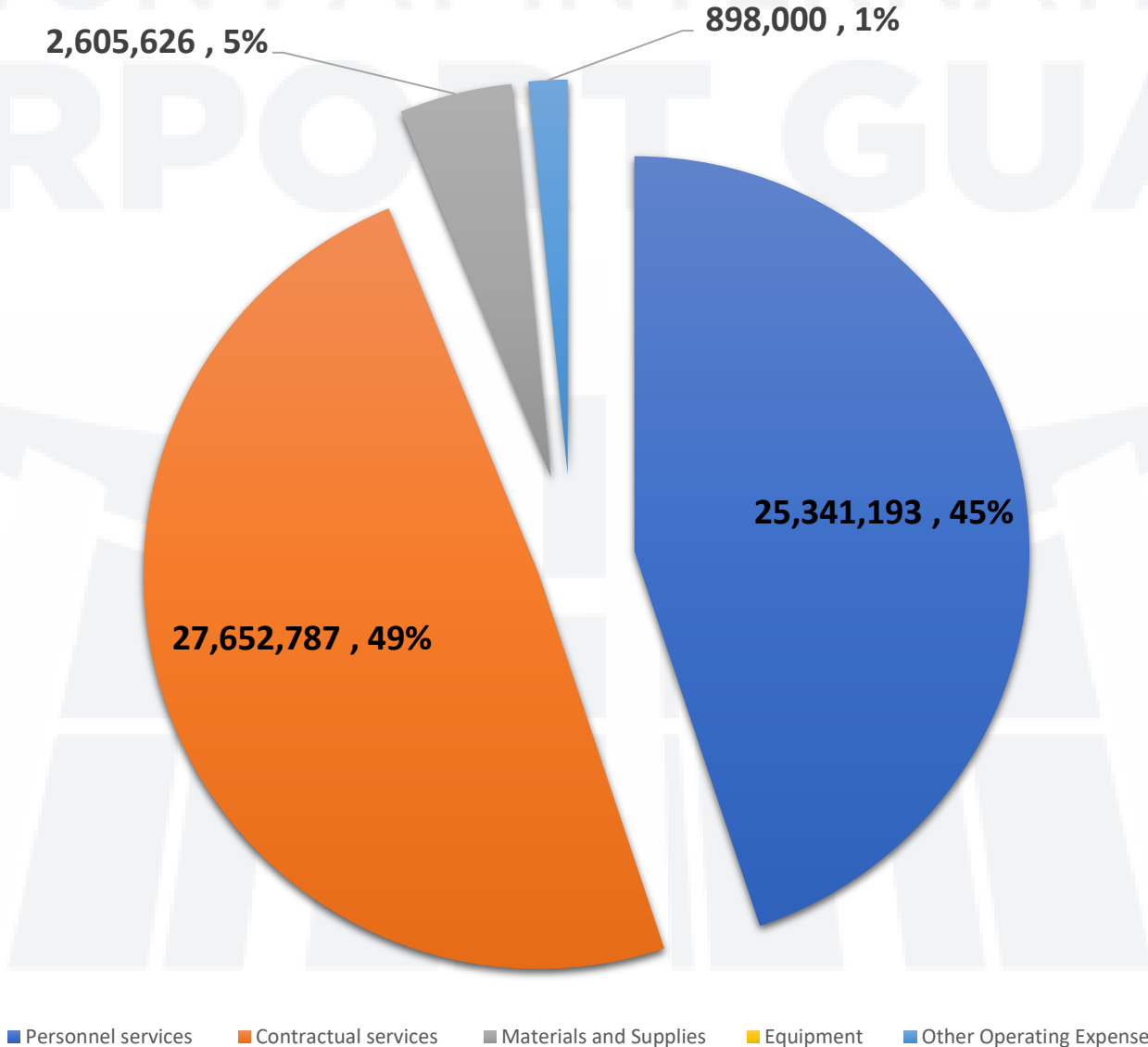


Debt Service Coverage Ratio
FYs 2022 Actual, 2023 Budget, 2023 Estimated, and 2024 Budget

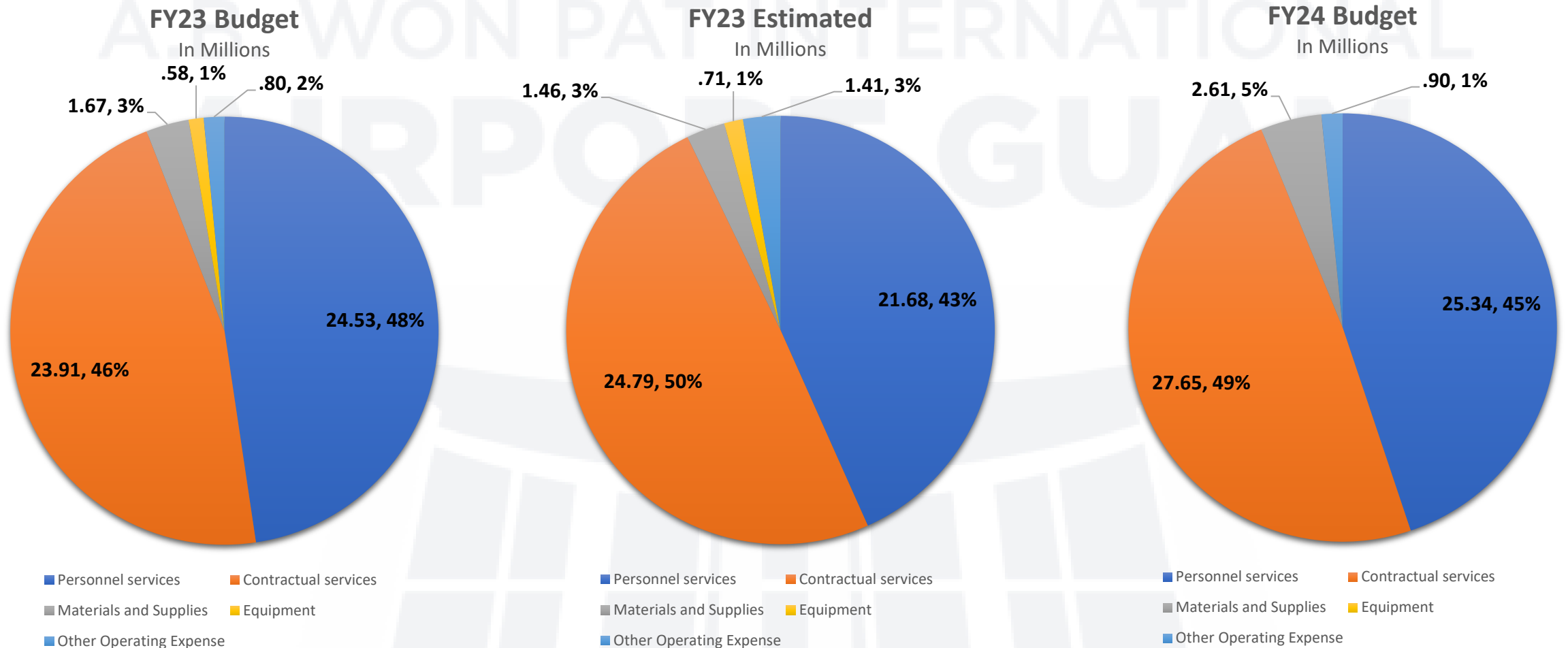


**Operations and Maintenance
Proposed Budget FY 2024**

A.B. WON PAT INTERNATIONAL
AIRPORT GUAM



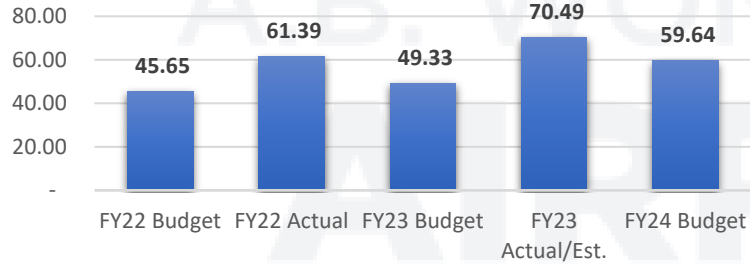
Operations and Maintenance FY23 Budget, FY23 Estimated & FY24 Budget



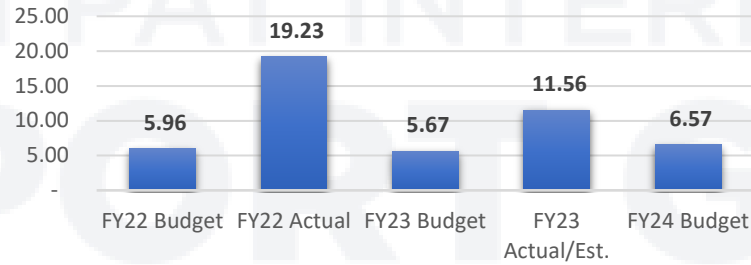
	FY23 Budget	FY23 Estimated	FY24 Budget
Personnel services	24,534,501	21,679,995	25,341,193
Contractual services	23,906,533	24,788,948	27,652,787
Materials and Supplies	1,668,027	1,458,465	2,605,626
Equipment	582,500	711,761	-
Other Operating Expense	800,000	1,407,900	898,000
Total	51,491,561	50,047,069	56,497,606

Rates Underpayment (**Overpayment**)

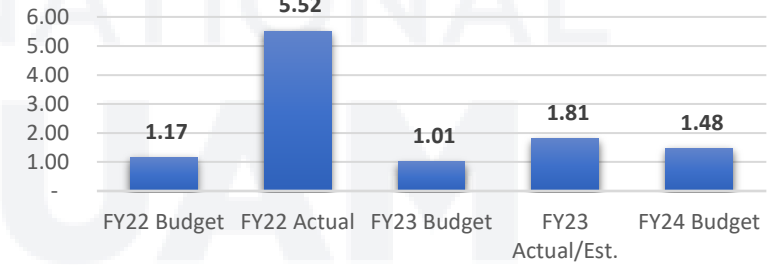
Terminal Building Rentals



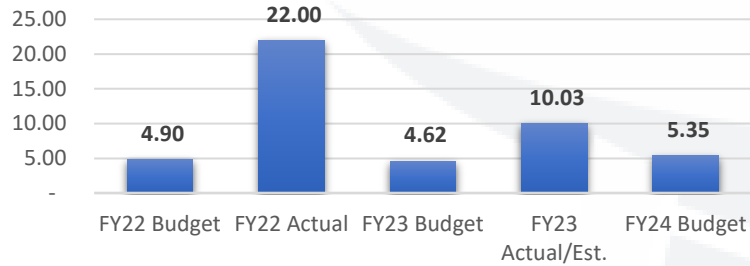
Departure Fees



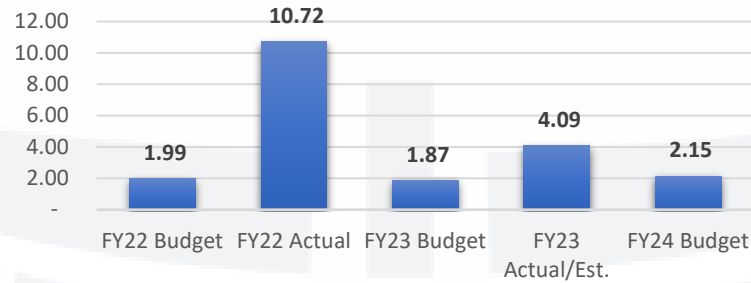
Common Use Departure Fees



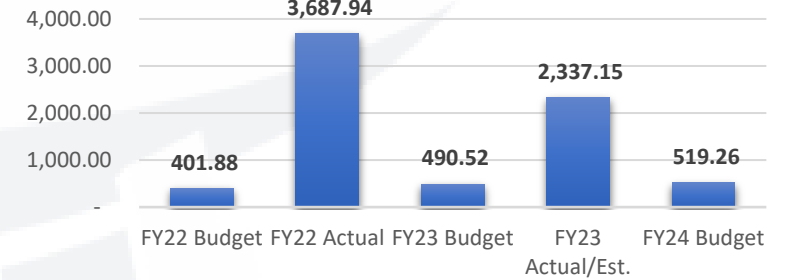
Arrival Fees



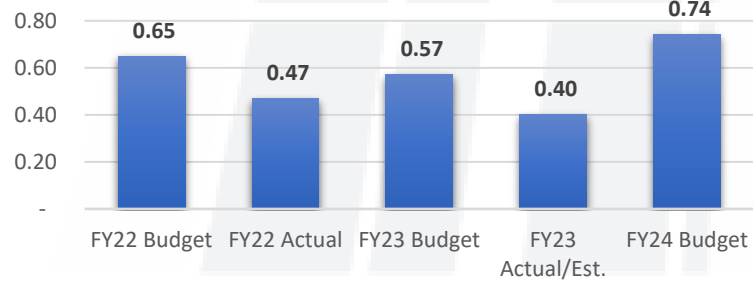
Immigration Inspection Fees



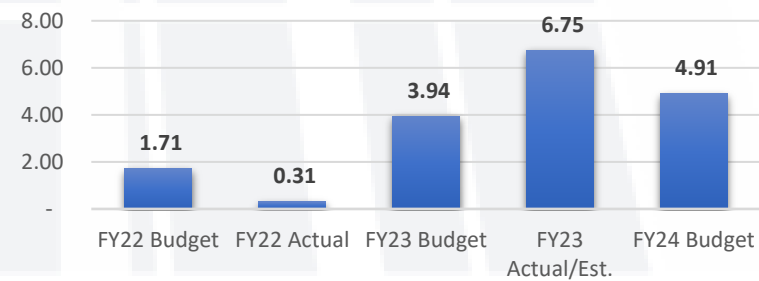
Loading Bridge Use Fees



Apron Use Fees



Landing Fees



CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2024

	<u>PROJECT NAME</u>	<u>FUNDING SOURCE</u>			<u>COST CENTER</u>	<u>DESCRIPTION & NEED</u>
		<u>BUDGET</u>	<u>CIF</u>	<u>FEDERAL</u>		
1	TERMINAL ROOF REPLACEMENT	\$ 29,036,742.00	\$ 2,903,674.00	\$ 26,133,068.00	TB	Replace roofing membrane to eliminate water intrusion and improve building insulation. Solar panels are included.
2	TERMINAL APRON REHABILITATION (NTP 1)	\$ 34,586,039.00	\$ 3,458,604.00	\$ 31,127,435.00	AP	Rehabilitation improvements to terminal aprons (Package B, C, & D) - Discretionary funding.
3	ZERO EMISSIONS VEHICLES & INFRASTRUCTURE	\$ 1,055,450.00	\$ 105,545.00	\$ 949,905.00	TB	FAA Pilot Program for fleet conversion to ZEVs (3 sedans and 4 light duty trucks with 4 charging Stations).
4	CARGO APRON & FUEL SYSTEM EXTENSION - CONSTRUCTION	\$ 12,251,464.00	\$ 1,225,146.00	\$ 11,026,318.00	AP	Construction of new cargo aprons adjacent to cargo facilities with fueling capability.
5	MAIN GATE IMPROVEMENTS (AOA ACCESS) - DESIGN	\$ 800,000.00	\$ 80,000.00	\$ 720,000.00	AP	Single access for air carriers and support partners that requires replacement due to flooding and multiple outages.
6	SECURITY SCREENING EXPANSION - DESIGN	\$ 2,200,000.00	\$ 200,000.00	\$ 2,000,000.00	TB	Expansion of Security Screening Checkpoint Queing area and Well-wishers Lobby to improve passenger facilitation.
7	FIRE ALARM/FIRE SUPPRESSION SYSTEM - DESIGN	\$ 2,200,000.00	\$ 200,000.00	\$ 2,000,000.00	TB	Modernization and integration of fire alarm/fire suppression infrastructure for all facilities into one centralized command and control management system.

CAPITAL IMPROVEMENT PROJECTS FOR FISCAL YEAR 2024

	<u>PROJECT NAME</u>	<u>FUNDING SOURCE</u>			<u>COST CENTER</u>	<u>DESCRIPTION & NEED</u>
		<u>BUDGET</u>	<u>CIF</u>	<u>FEDERAL</u>		
8	CONDUCT AIRPORT ENERGY EFFICIENCY ASSESSMENT	\$ 555,555.00	\$ 55,555.00	\$ 500,000.00	TB	Assessment to develop and implement an Energy/Sustainability program. Study will assess, prepare and design energy conservation measures through efficiencies, renewable energy and technological renewal and replacement programs or systems.
9	UNDERGROUND UTILITY INFRASTRUCTURE RELOCATION AND POWER GENERATION - DESIGN (PHASE I)	\$ 356,480.00	\$ 89,120.00	\$ 267,360.00	TB	Funding opportunity through FEMA's BRIC program do design the relocation of overhead electrical infrastructure to a hardened, underground distribution system.
10	IT IMPROVEMENTS	\$ 275,000.00	\$ 275,000.00		TB	In support of upgrades and improvements the Management Information System.
11	HVAC/GENSETS	\$ 520,000.00	\$ 520,000.00		TB	Replace dated air conditioning packages and generators.
12	VEHICULAR REPLACEMENTS	\$ 757,000.00	\$ 757,000.00		TB	Refleet vehicles for security, operations and maintenance.
13	MAINTENANCE EQUIPMENT	\$ 222,000.00	\$ 222,000.00		TB	Add maintenance equipment for timely and efficient response.
14	UPGRADE AIRFIELD LIGHTING VAULT	\$ 783,334.00	\$ 33,334.00	\$ 750,000.00	AF	Improve IT equipment, air conditioning and backup power
Totals:		<u>\$ 85,599,064.00</u>	<u>\$ 10,124,978.00</u>	<u>\$ 75,474,086.00</u>		

Note: All projects are subject to funding availability and FAA (or other Federal agency) issuance of grant agreements which may include BIL funding for 3 fiscal years (2022-2024).

A.B. WONPAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Fiscal Years Ending September 30
Proposed Rates and Fees

	Fiscal Year 2022		Fiscal Year 2023		FY 2024 RATE S		
	Approved	Actual	Approved	Actual/Est	Sig	Non Sig/Others	CMGA (a)
Signatory Airline Rents and Fees							
Terminal Building Rentals	\$45.65	\$61.39	\$49.33	\$70.49	\$59.64	\$83.50	\$83.50
Departure Fees	\$5.96	\$19.23	\$5.67	\$11.56	\$6.57	\$9.20	\$2.30
Common Use Departure Fees	\$1.17	\$5.52	\$1.01	\$1.81	\$1.48	\$2.07	\$0.52
Arrival Fees	\$4.90	\$22.00	\$4.62	\$10.03	\$5.35	\$7.49	\$1.87
Immigration Inspection Fees	\$1.99	\$10.72	\$1.87	\$4.09	\$2.15	\$3.01	\$0.75
Loading Bridge Use Fees	\$401.88	\$3,687.94	\$490.52	\$2,337.15	\$519.26	\$726.96	\$0.00
Apron Use Fees	\$0.65	\$0.47	\$0.57	\$0.40	\$0.74	\$1.04	\$0.26
Landing Fees	\$1.71	\$0.31	\$3.94	\$6.75	\$4.91	\$6.87	\$14.00
							(b)
Signatory Airline Enplaned Passengers	1,191,858	408,439	1,352,700	914,711	1,411,083		
Signatory Airline Cost per Enplaned Passengers	\$20.81	\$25.05	\$23.81	\$26.27	\$28.63		
Annual Debt Service Coverage	2.92	1.76	2.64	1.28	1.81		
Debt Service Coverage Requirement	1.25	1.25	1.25	1.25	1.25		
Capital Improvement Fund							
Capital Improvement Subaccount	\$1,930,509	\$2,601,606	\$1,924,471	-\$10,330,821	-\$6,502,131		
Other Available Moneys Subaccount	\$0	\$0	\$0	\$0	\$0		
	1,930,509	2,601,606	1,924,471	-\$10,330,821	-\$6,502,131		

Note (s)

(a) CMGA = General Aviation customers.

(b) CMGA landing fee rate is per landing.



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

EXECUTIVE SUMMARY

INVITATION FOR BID

IFB NO. GIAA-005-FY23

GROUND MAINTENANCE SERVICES NON-SECURED AREAS

August 28, 2023

Purpose

Board action is requested to approve the award for Invitation for Bid (IFB) No. IFB-005-FY23 for Grounds Maintenance Services Non-Secured Areas.

Background

Bids were solicited for the provision of grass cutting and maintenance services at the Non-Secured Areas namely the North and South Tiyan, Maga Haga Highway and Airport Industrial Park areas which are essential to GIAA's operations, the Airport users and safety of the traveling public. The contract will be awarded to the responsible bidder(s) with the lowest total and responsive bid amounts. The contract term is for one (1) year with options not to exceed three (3) years, to be exercised at the sole discretion of GIAA.

Procurement Background

The above referenced Invitation for Bid was publicly announced through the local newspaper on August 8, 14 and 16, 2023. The bid submission deadline was August 23, 2023 at 2:00 p.m. and bid opening took place at 2:15 p.m. the same day.

Twelve (12) firms and/or individuals purchased or downloaded the bid package and two (2) firms submitted a bid prior to the bid submission deadline. The bids were opened publicly and read aloud by the Buyer Supervisor I, and recorded by a member of the Procurement staff.

The results of the bid price submittals are as follows in the order they were received and opened:

Bidder: SHIBY Inc., dba Guahan Clean Master1		
Service Area	Frequency of Services	Bid Amount
Area 2 (Non-Secured Areas)	A) 12 months – 1 service per month	\$397,805.52
	B) 6 months – 1 additional service per month (during rainy season)	\$198,902.76
Total Area: +/- 338.27 acres	Total Bid Amount (A+B=C)	
	Total Cuts per year Total 18	\$596,708.28

Bidder: Proferre, Inc.		
Service Area	Frequency of Services	Bid Amount
Area 2 (Non-Secured Areas) Total Area: +/- 338.27 acres	A) 12 months – 1 service per month	\$228,178.00
	B) 6 months – 1 additional service per month (during rainy season)	\$117,510.00
	Total Bid Amount (A+B=C)	
	Total Cuts per year Total 18	\$345,688.00

Bid Analysis and Evaluation

Pursuant to Section 13 of the Instructions to Bidders, the contract is to be awarded as soon as possible to the responsible bidder with the lowest Total Bid Price and provided the bid is reasonable and is in the best interest of GIAA to accept it.

To determine the responsiveness of bidders, the bid package specified the required equipment, experience and required documents that bidders must submit with their bid packages.

The attached abstract illustrates the inventory of required documents and the bidder's submittal.

SHIBY, Inc. dba Guahan Clean Master1: The bidder submitted a copy of their applicable license. The Bidder's Qualification Statement form included a list of equipment and projects within the last five years similar to the services solicited with resumes attached. All other required documents were complete and in conformance with the Invitation for Bid. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Proferre, Inc.: The bidder submitted a copy of their applicable license. The Bidder's Qualification Statement form included a of list equipment and projects within the last five years similar to the services solicited with resumes attached. All other required documents were complete and in conformance with the Invitation for Bid. Their bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

The lowest Total Bid was submitted by Proferre, Inc. in the amount of \$345,688.00 per year.

Legal Review

Upon Board approval, agreement will be forwarded to Legal Counsel for review and approval as to form.

Financial Review

Funding for this contract is available under the Properties & Facilities Division O&M Budget.

Recommendation

Management recommends the contract award in the amount of \$345,688.00 per year for the GIAA Non-Secured Areas to Proferre, Inc., who has been determined to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Law and Regulations. The contract term for this bid is for an initial term of one (1) year and may be renewed at GIAA's sole option, not to exceed the total contract term of three (3) years subject to the availability of funds.

9

August 24, 2023

MEMORANDUM

TO: John M. Quinata
Executive Manager

VIA: Jean M. Arriola
Airport Services Manager

FROM: Buyer Supervisor I

SUBJECT: **BID EVALUATION AND RECOMMENDATION – INVITATION FOR BID**
IFB No. GIAA-005-FY23: GROUNDS MAINTENANCE SERVICES NON-SECURED AREAS

Procurement Background

The above referenced Invitation for Bid was publicly announced through the local newspaper on August 8, 14 and 16, 2023. The bid submission deadline was August 23, 2023 at 2:00 p.m. and bid opening took place at 2:15 p.m. the same day.

Twelve (12) firms and/or individuals purchased or downloaded the bid package and two (2) firms submitted a bid prior to the bid submission deadline. The bids were opened publicly and read aloud by the Buyer Supervisor I, and recorded by a member of the Procurement staff.

The results of the bid price submittals are as follows in the order they were received and opened:

Bidder: SHIBY Inc., dba Guahan Clean Master1		
Service Area	Frequency of Services	Bid Amount
Area 2 (Non-Secured Areas) Total Area: +/- 338.27 acres	A) 12 months – 1 service per month	\$397,805.52
	B) 6 months – 1 additional service per month (during rainy season)	\$198,902.76
	Total Bid Amount (A+B=C)	
	C) Total Cuts per year Total 18	\$596,708.28
Bidder: Proferre, Inc.		
Service Area	Frequency of Services	Bid Amount
Area 2 (Non-Secured Areas) Total Area: +/- 338.27 acres	A) 12 months – 1 service per month	\$228,178.00
	B) 6 months – 1 additional service per month (during rainy season)	\$117,510.00
	Total Bid Amount (A+B=C)	
	C) Total Cuts per year Total 18	\$345,688.00

Bid Analysis and Evaluation

Pursuant to Section 13 of the Instructions to Bidders, the contract is to be awarded as soon as possible to the responsible bidder with the lowest Total Bid Price and provided the bid is reasonable and is in the best interest of GIAA to accept it.

Bid Evaluation and Recommendation – Invitation for Bid

IFB No. GIAA-005-FY23

Grounds Maintenance Services – Non Secured Areas

Page 2 of 2

To determine the responsiveness of bidders, the bid package specified the required equipment, experience and required documents that bidders must submit with their bid packages.

The attached abstract illustrates the inventory of required documents and the bidder's submittal.

SHIBY, Inc. dba Guahan Clean Master1: The bidder submitted a copy of their applicable license. The Bidder's Qualification Statement form included a list of equipment and projects within the last five years similar to the services solicited with resumes attached. All other required documents were complete and in conformance with the Invitation for Bid. The bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Proferre, Inc.: The bidder submitted a copy of their applicable license. The Bidder's Qualification Statement form included a of list equipment and projects within the last five years similar to the services solicited with resumes attached. All other required documents were complete and in conformance with the Invitation for Bid. Their bid was found to be responsive and bidder meets the standards of responsibility as set forth in the Procurement Law and Regulations.

Recommendation

Therefore, pursuant to Section 13 of the Instruction to Bidders of the IFB, the award of contract will be awarded to the **lowest responsible, responsive bidder** who submitted the lowest total bid price, **Proferre, Inc.** The lowest responsible, responsive bidder with a Total Bid Price of **\$345,688.00** per year to service GIAA's Non-Secured Areas namely the North and South Tiyan, Maga Haga Highway and Airport Industrial Park areas. The contract term is for an initial term of one (1) year and may be renewed at GIAA's sole option, not to exceed the total contract term of three (3) years.

Should you have any questions or concerns, I am available at your convenience.



Jenielle P. Meno

APPROVED:



JOHN M. QUINATA
EXECUTIVE MANAGER

Attachment


cc: Admin / Procurement

Invitation for Bid: **GIAA-005-FY23**

IFB Name: **GROUND MAINTENANCE SERVICES
NON-SECURED AREAS**

DESCRIPTION OF SUPPLIES OR SERVICES:
Grounds Maintenance Services for Non-Secured Areas

A.B. WON PAT INTERNATIONAL
AIRPORT GUAM



Antonio B. Won Pat

International Airport Authority, Guam

BID ABSTRACT

DETERMINATION FOR BIDDER'S RESPONSIVENESS/RESPONSIBILITY

Bid Submission
Deadline:

23-Aug-23

Opening Time:

2:15 PM


Page 2 of 2 pages

No. of Packages Issued: 12

No. of Bids Received: 2


	BIDDER'S NAME	Title VI Solicitation Notice	Local Procurement Preference Application	Service-Disabled Veteran Owned Business Application	Women-Owned Business Application	Contract (SIGNED BY BIDDER)	Applicable Licenses	Special Reminder to Prospective Bidders	Acknowledgement of Receipt Form (IFB)	Acknowledgement of Receipt Form (Addendum A)	Acknowledgement of Receipt Form (Addendum B)	Bidder's Qualification Statement
1	Shiby Inc., Inc: Asahan Clean Master 1	/	/	/	/	/	/	/	/	/	/	<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
2	Proferre	/	/	/	/	/	/	/	/	/	/	<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
3												<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
4												<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
5												<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
6												<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
7												<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
8												<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
9												<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED
10												<input type="checkbox"/> MET ALL REQUIREMENTS DEEMED RESPONSIVE & RESPONSIBLE <input type="checkbox"/> DID NOT NOT MEET ALL REQUIREMENTS DEEMED NON-RESPONSIVE & NON-RESPONSIBLE; THEREFORE, PROPOSAL IS REJECTED

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered hereon.



SIGNATURE

Jenielle Meno, Buyer Supervisor I



SIGNATURE

Franklin L. Taitano, Buyer II

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
 (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
 ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by , with principal place of business street address being:

☒ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
Randolf Salas	202 Hilton Rd Unit 10	100%
	Tamuning GU 96913	

☐ One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person IS encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

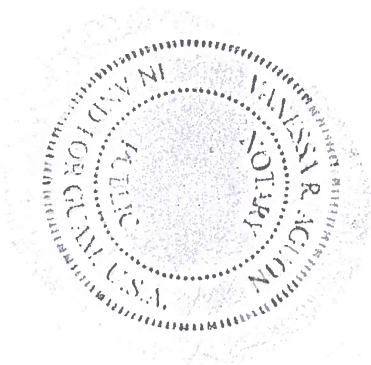
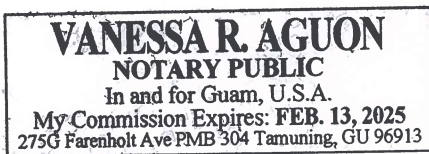
Executed on: 08/23/2023
 (date)

Signature of one of the following:
 Bidder/Offeror/Prospective Contractor, if a
 licensed individual Owner of sole proprietorship
 Bidder/Offeror/Prospective Contractor Partner,
 if the Bidder/Offeror/Prospective Contractor is a
 partnership
 Officer, if the Bidder/Offeror/Prospective
 Contractor is a corporation

Subscribed and sworn to before me

This 23 day of August, 2023.


 NOTARY PUBLIC
 My commission expires: Feb 13, 2025





U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<u>August 3, 2023</u>
Airport/Planning Area	<u>Guam International Airport</u>
FY2023 AIP Grant Number	<u>3-66-0001-117-2023</u>
Unique Entity Identifier	<u>CBDXKNH7L5H9</u>
TO:	<u>A.B. Won Pat International Airport Authority, Guam</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 8, 2023, for a grant of Federal funds for a project at or associated with the Guam International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Guam International Airport (herein called the "Project") consisting of the following:

Construct Aircraft Rescue & Fire Fighting Building

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,553,486.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 2,553,486 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 1, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Carlos H. Salas

Carlos H. Salas (Aug 3, 2023 10:20 HST)

(Signature)

Carlos H. Salas

(Typed Name)

Acting Manager, Honolulu Airports Dist Of

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

A.B. Won Pat International Airport Authority,
Guam

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(A.B. Won Pat International Airport Authority, Guam)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of March 8, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

August 28, 2023

AIRLINE UPDATES

The September 2023 Flight schedule is provided for your reference. This month, Airlines are scheduled to conduct 646 flights to Guam providing a seat capacity of 113,889, representing 69% and 59% of September 2019, (pre-COVID), respectively.

September 2023 Flight Schedule

AIRLINE	ROUTE	FLIGHT #	OPERATING DAYS (ORIGINATING GUAM)
United Airlines	HNL	UA200	Daily
	NRT	UA196	Daily
		UA828	Tue, Thu, Sat, Sun
		UA873	Daily
		UA864	Daily
	SPN	UA174	Daily
		UA112	Mon Sept. 4 Only
	MNL	UA183	Daily
	KIX	UA151	Sept. 1 - Friday Sept 6-24 -M, W, F, Sun Sept 25-29 -M, T, W, F
		UA177	23 - Tue, Thu, Sat Eff Sept 28 Thu, Sat
	FUK	UA165	Tue, Fri, Sun
	NGO	UA137	Sept 1-8 - Wed, Thur, Fri, Sat, Sept. 3-8 - M, Tue, Sat, Sun
		UA171	Sept. 11-26 - M, Tue, Sun
	ROR	UA157	Mon, Thurs, Sun
		UA193	Tue, Fri
TKK	TKK	UA133	Wed, Sun
		UA155	Mon, Fri
		UA176	Saturday
Yap	Yap	UA185	Tue and Sat

AIRLINE	ROUTE	FLIGHT #	OPERATING DAYS (ORIGINATING GUAM)
Jeju Airlines	ICN	7C3101	Daily
		7C3105	Daily
		7C1181	Daily
Korean Air	ICN	KE422	Daily
		KE424	Daily
Jin Air	ICN	LJ644	Daily
	PUS	LJ648	Daily
Japan Airlines	NRT	JL942	Tue, Thurs, Sat & Sun
Philippine Airlines	MNL	PR111	Daily
T'Way Airlines	ICN	TW302	Daily effective Sept. 27
		TW304	Daily
Star Marianas	ROP	4301	Mon, Tue, Wed, Thu, Fri
		4302	Mon, Tue, Wed, Thu, Fri
China Airlines	TPE	*	*
Air Seoul	ICN	*	*
Air Busan	PUS	*	*

Air Service Changes (Sept. vs August)

United suspends 2nd SPN flight on Mondays and Thursdays effective Sept. 5

United suspends 2nd NGO flight on Wed, Thu, Fri Sat effective Sept. 8

Jeju suspends 3x weekly PUS flight effective August 20

T'way will resume 2nd daily flight (early morning) effective Sept. 27 through Oct 09

* Continued Suspension

AIR SERVICE SNAPSHOT

Air Service changes from August shows

- United suspending its 2nd Saipan flight on Mondays and Thursdays, effective September 5
- United suspending its 2nd Nagoya flight on Wed, Thurs, Fri and Sat effective September 8
- Jeju Air suspending its 3x weekly PUS flight effective August 20
- T'way Airlines resuming its 2nd daily flight to Incheon effective September 27 through October 9.

EXECUTIVE MANAGER'S REPORT GIAA BOARD OF DIRECTORS MEETING August 28, 2023

September is traditionally lower in traffic, coming off Summer travel season. We anticipate added frequencies in the winter season.

	Pre- Pandemic													% Change Sept 2019
	September 2019	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	vs. Sept 2023
Monthly Flights	940	506	510	542	625	525	695	846	760	430	615	663	646	69%
Monthly Seat Capacity	193,961	102,919	85,898	92,460	105,854	94,167	112,091	132,699	137,309	76,261	113,581	121,515	113,889	59%
# of Destinations Served	15	15	14	14	15	14	15	16	16	13	15	15	14	93%
# of Airlines Operating	11	11	11	8	10	9	10	10	10	5	8	7	7	64%
Monthly Enplaned Passengers	154,276	*50,610	*51,368	*75,435	*79,100	*73,377	*87,146	*68,801	*73,858	*45,986	*73,811			

* Unaudited - Signatory Carriers Only

FINANCIAL UPDATES

FISCAL YEAR 2023 CLOSEOUT

All divisions are preparing for closeout of the Fiscal Year ending September 30, 2023 to ensure timely and efficient audit of records by our auditors.

REGULATORY UPDATES

FAA REGIONAL MEETINGS

A contingent of FAA officials consisting of Kevin Willis, Director, Office of Airport Compliance and Management Analysis, Robin Hunt, Manager, Office of Bilateral Infrastructure Legislation Implementation Team (HQ), Mark McClardy - Director, FAA Western Pacific Division, Carlos Salas - Assistant Manager, FAA Airport District Office, Honolulu are travelling the region for various meetings with the islands. GIAA met with FAA officials on Thursday, August 24, 2023, following their CNMI meetings to discuss and tour progress of federally funded projects and upcoming initiatives. FAA officials also met with Lt. Governor Joshua Tenorio on Friday, August 25, 2023, to round up their Guam visit, with all delegates returning with the exception of Carlos Salas, Assistant Manager – HNL ADO, who headed to Palau for scheduled meetings.

FAA Part 139 Full Scale Emergency Exercise 2023

Planning meetings with island-wide first responders are underway for the Triennial Full-Scale Emergency Exercise scheduled for November 2023, under the leadership of the ARFF division. The triennial exercise is mandatory as part of the Airport Operator's certification under Federal Air Regulations (FAR) Part 139 and will be observed and evaluated by FAA ADO Honolulu. The last triennial was held in November 2020.

USCBP/AIRLINE CLUB BIOMETRIC AIR EXIT SYSTEM IMPLEMENTATION

The Airline Club is expecting biometric exit equipment delivery through the last week of August. USCBP's Deployment will commence in the third week of September for installation and testing.

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

August 28, 2023

The USCBP Biometric Entry-Exit Strategic Transformation team from Washington will be meeting with GIAA and the Airline Club to answer any questions on the CBP's Traveler Verification Service prior to the implementation of the biometric exit process. This meeting is tentatively scheduled for September 12, 2023, during the monthly AOC meeting.

Barring any issues, implementation of biometric exit processing will begin October 2023.

DHS/TSA AVIATION WORKERS SCREENING MANDATE

TSA has mandated screening of all aviation workers to mitigate potential threats to civil aviation by employees circumventing security policies. Effective September 25, 2023, all Airport employees will be screen for entry into secured areas. Separate vetting stations for employees at the TSA screening area and entry into the AOA has been established and will be under the purview of Airport Police to meet this latest TSA Mandate.

Missile Defense Agency Enhanced Integrated Air & Missile Defense – Environmental Impact Statement Scoping Meetings and Comments

GIAA had reached out to tenants and airlines to advise of the Missile Defense Agency (MDA), open house and scoping meetings August 2-4, 2023. The scoping meetings provided information on plans to deploying and operating a comprehensive, persistent, 360 degree Enhanced Integrated Air & Missile Defense (EIAMD) system for the defense of Guam, and invited interested parties to submit public comments. Notice of Intent on the MDA EIAMD proposed action was published May 5, 2023, and public comments ended August 18, 2023.

GIAA's response was submitted to the Community Defense Liaison Office and consolidated in GovGuam's comments.

MAWAR RECOVERY

FEMA has been physically assessing the terminal facility to review damage reports from Typhoon Mawar. GIAA will work with FEMA and other federal partners with respect to funding and scheduling of repairs.

ANNOUNCEMENTS

- GIAA met with Congressman Jim Moylan on August 10, 2023, and delivered a briefing of key airport issues and a tour of airport facilities. Congressman Moylan is aware of priority projects requiring funding that include an underground fuel line to the Integrated Cargo Building and limited access to federal grants. These issues will be considered if there is a supplemental measure period for FY2024. Congressman Moylan has sent correspondence thanking the GIAA for insightful discussions and a pledge to support our initiatives in his capacity. Congressman Moylan advised in July that House Appropriations Subcommittee on Transportation approved an additional \$4M - \$2M to fund a comprehensive accessibility study and \$2M to update and modernize GIAA's fire alarm and suppression system. Funding for both projects is still required to go through the House of Representatives and, ultimately, to the Senate for approval.

EXECUTIVE MANAGER'S REPORT
GIAA BOARD OF DIRECTORS MEETING
August 28, 2023

- The Annual Labor Day celebration will take place on Sunday, September 3, 2023. This year's theme "Fiestan GovGuam: Working for You" recognizes public service and all agencies will gather at the Governor Joseph Flores Beach Park in Ypao for goodwill games, fiesta lunch and entertainment throughout the day. GIAA's assigned area is plot # 34, located Hilton side, closer to the beach, between the restrooms and the main pavilion. See map for reference.

Labor Day 2023
**FIESTAN
GOVGUAM
PICNIC**

Sunday, Sep. 3rd
11:00 AM
Gov. Joseph Flores Memorial Park
Ypao Beach, Tumon
SPOT 34
(left of main stage when facing ocean)

Come Enjoy!




**The Board of Directors and Management of the
A.B. Won Pat International Airport Authority, Guam (GIAA)
invites all employees and tenants of the Airport
along with their families to the
2023 LABOR DAY PICNIC!
FIESTAN GOVGUAM Working For You!**



July 25, 2023

MEMORANDUM

To: Mr. Brian Bamba
Chairman
GIAA Board of Directors

From: Danielle E. Camacho 
General Accounting Supervisor

Subject: Operating Results – Revenues and Expenses as of June 30, 2023

Attached herewith is GIAA's Operating Results Report for the month ending June 30, 2023. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended June 30, 2023.

The key operating results for 9 month(s) of FY2023 ending June 30, 2023 – (in \$000's) are

CATEGORY	Actual FY23 Current Month	YEAR-TO-DATE			FORECAST FOR FULL YEAR- FY23	
		Budget FY23 Y-T-D	Actual FY23 Y-T-D	% Variance Budget vs. Actual	Actual	% Variance Budget vs. Actual
				Y-T-D Current Month		
Total Signatory Revenues	\$ 1,284.7	\$ 23,023.0	\$ 16,955.8	-26.4%	\$ 26,142.7	-18.8%
Total Concession Revenues	\$ 618.3	\$ 13,144.1	\$ 7,329.6	-44.2%	\$ 11,818.2	-33.0%
Total PFC's	\$ 113.7	\$ 3,344.4	\$ 2,296.6	-31.3%	\$ 3,703.0	-22.1%
Total Other Revenues	\$ 1,128.4	\$ 11,286.9	\$ 10,512.8	-6.9%	\$ 14,413.6	-5.1%
Total Operating Revenues	\$ 3,145.1	\$ 50,798.4	\$ 37,094.8	-27.0%	\$ 56,077.5	-19.6%
Total Operating Expenses	\$ 3,408.0	\$ 38,284.4	\$ 32,677.9	-14.6%	\$ 45,085.0	-11.1%
Net Revenues from Operations	\$ (262.9)	\$ 12,514.0	\$ 4,417.0	-64.7%	\$ 10,992.5	-42.4%
Non-Operating Expenses	\$ 104.3	\$ 600.0	\$ 882.0	47.0%	\$ 1,082.0	35.3%
Other Available Moneys/Other Sources of Funds	\$ 182.6	\$ 1,813.9	\$ 3,894.5	114.7%	\$ 4,499.2	86.0%
Net Debt Service Coverage	-0.12	2.34	1.38	-41.3%	1.92	-27.5%

Year-to-date Total Signatory Revenues for the month ending June 30, 2023 are below Budgeted revenues by **26.4%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **44.2%** below budget while Passenger Facility Charges are below the budget estimate by **31.3%**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **6.9%**.

Year-to-date Total Operating Revenues actual of **\$37.1M** is **27.0%** below the budget estimate of **\$50.8M**.

Year-to-date Total Operating Expenses are below budget by **14.6%**. Components of this line item include a **15.7%** decrease in Personnel Service, a **8.8%** decrease in Contractual Services, a **53.5%** decrease in Materials & Supplies and a **77.6%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$4.4M** represents a **64.7%** decrease over the year-to-date budgeted amount of **\$12.5M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.38** versus the requirement of **1.25**.

Should you have any questions, please contact me at your convenience.

Attachments

Cc: Board of Directors
Executive Manager
Deputy Executive Manager
Airport Services Manager

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
as of June 30, 2023

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2022	Budget FY2023	Actual FY2023	%Var Bud Vs Act'l		Actual FY2022	Budget FY2023	Actual FY2023	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
I. Signatory Airline Rents & Fees											
Terminal Bldg Rentals	206.1	216.2	221.5	2.5%	2,594.5	1,839.8	1,945.9	1,993.6	2.5%	2,642.2	1.8%
Departure Fees	273.1	718.0	250.1	-65.2%	7,671.8	1,324.3	5,400.7	3,518.6	-34.8%	5,789.6	-24.5%
Arrival Fees	173.4	533.8	136.1	-74.5%	5,751.9	793.2	4,030.6	2,401.1	-40.4%	4,122.3	-28.3%
Immigration Inspection Fees	57.8	210.3	52.3	-75.1%	2,258.9	220.8	1,584.3	938.7	-40.7%	1,613.3	-28.6%
Common Use Ticket Counter Fees	28.3	70.2	0.0	-100.0%	741.4	69.6	519.3	203.4	-60.8%	425.5	-42.6%
Loading Bridge Use Fees	125.9	382.3	169.2	-55.7%	4,190.2	813.5	3,019.0	2,287.8	-24.2%	3,459.0	-17.5%
Apron Use Fees	210.8	102.2	54.8	-46.4%	1,137.6	1,362.3	824.4	2,159.1	161.9%	2,472.3	117.3%
Landing Fees	71.1	706.4	400.6	-43.3%	7,863.7	481.6	5,698.7	3,453.5	-39.4%	5,618.4	-28.6%
Total Signatory Revenue	1,146.5	2,939.4	1,284.7	-56.3%	32,210.0	6,905.1	23,023.0	16,955.8	-26.4%	26,142.7	-18.8%
Enplaned Signatory Pax	51,864	126,605	44,107	-65.2%	1,352,700	231,736	952,267	620,563	-34.8%	1,020,995	-24.5%
Cost per Enplaned Pax	\$22.11	\$23.22	\$29.13	25.5%	\$23.81	\$29.80	\$24.18	\$27.32	13.0%	\$25.61	7.5%
Revenues from Sources other than Signatory Airlines Rents & Fees											
Concession Revenues											
Gen Mdse (DFS)	628.9	1,263.3	393.9	-68.8%	15,160.0	3,744.5	11,370.0	5,155.9	-54.7%	8,945.9	-41.0%
In-flight Catering	38.1	55.5	49.7	-10.5%	601.1	261.0	425.7	451.2	6.0%	626.7	4.3%
Food & Beverage	18.2	70.5	54.8	-22.3%	763.8	231.4	540.9	579.6	7.2%	802.5	5.1%
Rental Cars	85.0	56.3	102.2	81.4%	663.4	566.6	492.8	981.3	99.1%	1,151.9	73.6%
Other Concession Rev	9.6	41.1	17.8	-56.7%	444.6	90.4	314.8	161.5	-48.7%	291.2	-34.5%
Total Concession Revenues	779.9	1,486.7	618.3	-58.4%	17,632.7	4,894.0	13,144.1	7,329.6	-44.2%	11,818.2	-33.0%
Passenger Facility Charges	211.4	444.6	113.7	-74.4%	4,750.7	844.7	3,344.4	2,296.6	-31.3%	3,703.0	-22.1%
Other Revenue	925.4	1,280.1	1,128.4	-11.9%	15,187.6	22,831.9	11,286.9	10,512.8	-6.9%	14,413.6	-5.1%
Total Operating Revenue	3,063.2	6,150.9	3,145.1	-48.9%	69,781.1	35,475.7	50,798.4	37,094.8	-27.0%	56,077.5	-19.6%
II. Operating Expenses:											
Personnel Services	1,698.5	2,830.9	1,651.0	-41.7%	24,534.5	15,428.0	18,872.7	15,915.9	-15.7%	21,577.7	-12.1%
Contractual Services	1,761.5	2,049.8	1,684.4	-17.8%	23,906.5	13,529.8	17,598.5	16,046.0	-8.8%	22,354.0	-6.5%
Materials & Supplies	111.7	161.6	72.5	-55.1%	1,668.0	724.5	1,285.9	597.7	-53.5%	979.8	-41.3%
Equipment/Furnishings	0.0	9.9	0.0	-100.0%	582.5	0.0	527.4	118.3	-77.6%	173.4	-70.2%
Total Operating Expenses	3,571.7	5,052.2	3,408.0	-32.5%	50,691.6	29,682.3	38,284.4	32,677.9	-14.6%	45,085.0	-11.1%
Net Income from Operations	-508.5	1,098.7	-262.9	-123.9%	19,089.5	5,793.4	12,514.0	4,417.0	-64.7%	10,992.5	-42.4%

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
as of June 30, 2023

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2022	Budget FY2023	Actual FY2023	%Var Bud Vs Act'l		Actual FY2022	Budget FY2023	Actual FY2023	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
III. Other Revenues and Expenses											
Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	68.2	66.7	104.3	56.4%	800.0	608.8	600.0	882.0	47.0%	1,082.0	35.3%
Add: Interest on Investments	<u>101.9</u>	<u>51.5</u>	<u>102.1</u>	<u>98.2%</u>	<u>618.3</u>	<u>519.7</u>	<u>463.7</u>	<u>906.8</u>	<u>95.6%</u>	<u>1,061.4</u>	<u>71.7%</u>
Net Revenues	-474.8	1,083.5	-265.0	-124.5%	18,907.8	5,704.4	12,377.7	4,441.7	-64.1%	10,971.8	-42.0%
Add: Other sources of Funds (Federal Reimb)	39.0	33.3	14.4	-56.8%	400.0	8,058.2	300.0	2,380.6	693.5%	2,480.6	520.2%
Add: Other available moneys	<u>214.9</u>	<u>168.2</u>	<u>168.2</u>	<u>0.0%</u>	<u>2,018.6</u>	<u>1,560.6</u>	<u>1,513.9</u>	<u>1,513.9</u>	<u>0.0%</u>	<u>2,018.6</u>	<u>0.0%</u>
Net Revenues and Other Available Moneys	<u><u>-220.9</u></u>	<u><u>1,285.1</u></u>	<u><u>-82.4</u></u>	<u><u>-106.4%</u></u>	<u><u>21,326.3</u></u>	<u><u>15,323.2</u></u>	<u><u>14,191.6</u></u>	<u><u>8,336.3</u></u>	<u><u>-41.3%</u></u>	<u><u>15,471.0</u></u>	<u><u>-27.5%</u></u>
Debt Service payments	<u>672.9</u>	<u>672.9</u>	<u>672.9</u>	<u>0.0%</u>	<u>8,074.2</u>	<u>6,659.6</u>	<u>6,055.7</u>	<u>6,055.7</u>	<u>0.0%</u>	<u>8,074.2</u>	<u>0.0%</u>
Debt Service Coverage	<u><u>-0.33</u></u>	<u><u>1.91</u></u>	<u><u>-0.12</u></u>	<u><u>-106.4%</u></u>	<u><u>2.64</u></u>	<u><u>2.30</u></u>	<u><u>2.34</u></u>	<u><u>1.38</u></u>	<u><u>-41.3%</u></u>	<u><u>1.92</u></u>	<u><u>-27.5%</u></u>
Debt Service Requirement	1.25	1.25	1.25		1.25	1.25	1.25	1.25		1.25	

August 15, 2023

VIA BOARD SECRETARY

Mr. Brian J. Bamba, Chairman
Members of the Board of Directors
A.B. Won Pat International Airport Guam
355 Chalan Pasaheru
Tamuning, Guam 96913

***RE: Recommendation to go into Executive Session at
Regular Board Meeting for August 28, 2023***


Dear Mr. Chairman and Members of the GIAA Board of Directors,

This is to recommend and advise, pursuant to 5 G.C.A. § 8111(c)(1), of the need to go into executive session at the regular board meeting for the GIAA Board of Directors on August 28, 2023 to discuss the following litigation matters to which GIAA is currently a Party:

1. CV0441-23 A.B. Won Pat International Airport Authority, Guam v. Micronesian Aviation Systems, Inc.

This recommendation is subject to approval by an affirmative vote of a majority of the members of the GIAA Board of Directors.

Very truly yours,


WILLIAM B. BRENNAN

cc: Mr. John M. Quinata, Executive Manager
Mr. Ricky Hernandez, Deputy Executive Manager
Ms. Jean Arriola, Airport Services Manager

CALVO FISHER & JACOB LLP


259 MARTYR STREET
SUITE 100
HAGÅTÑA, GUAM 96910
P: 671.646.9355 F: 671.646.9403
WWW.CALVOFISHER.COM

writer's direct e-mail:
jdamian@calvofisher.com

RECOMMENDATION OF COUNSEL

TO: Board of Directors
ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

CC: Mr. John M. Quinata
Executive Manager
ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

FROM: Janalynn Cruz Damian 
CALVO FISHER & JACOB LLP

DATE: August 15, 2023

SUBJECT: **Executive Session**

Pursuant to 5 GCA § 8111(c)(1), I hereby recommend that the Board of Directors of GIAA conduct an Executive Session at the next scheduled Board meeting to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party.