



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

**Tuesday, June 3, 2025, 3:00 p.m.  
GIAA CONFERENCE ROOMS 1 & 2**

**1. CALL TO ORDER AND ATTENDANCE**

The May regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was held on June 3, 2025, and called to order by Chairman Brian Bamba at 3:02 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

Brian J. Bamba  
Gurvinder S. Sobti  
Donald I. Weakley  
Lucy M. Alcorn  
Rosie R. Tainatongo  
Doyon A. Morato<sup>1</sup>

**Offices or positions:**

Chairman  
Vice Chairman  
Board Secretary

**Directors Absent:**

Jesse G. Garcia

**GIAA Officials:**

John M. Quinata	Executive Manager
Artemio R. Hernandez, Ph.D.	Deputy Executive Manager
Dafne Mansapit Shimizu	Comptroller
Juan Reyes	Airport Terminal Manager
Rolenda Faasuamalie	Airport Marketing Administrator
Jenielle Meno	Buyer Supervisor I
Tony Laniog	Engineer III (Civil)
Joseph Javellana	Property Management – PC IV
Kenneth Quenga	Assistant Chief of Airport Police
Kenneth McDonald Superintendent	Airport Facility/Equipment Maintenance

William Brennan  
Frank Santos

Arriola Law Firm, GIAA Legal Counsel  
TMG, GIAA Consultant

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

<sup>1</sup> Arrived 3:03 p.m.

## 2. APPROVAL OF AGENDA

At this time Chairman Bamba advised that there is an amendment to the agenda to table item 6D.

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

### Resolution No. 25-37

The Board hereby amends the agenda as recommended, to table item 6D.

## 3. APPROVAL OF MINUTES

### A. April 30, 2025 - Regular Meeting

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

### Resolution No. 25-38

The Board hereby approves the minutes of the April 30, 2025, Regular Meeting, subject to corrections.

## 4. CORRESPONDENCE

Executive Manager (EM) Quinata advised there was no Correspondence to report.

## 5. OLD BUSINESS

EM Quinata advised there was no Old Business to be presented.

## 6. NEW BUSINESS

### A. Acceptance of FY24 Financial Audit Report

The first matter discussed was the FY24 Financial Audit. Deputy Executive Manager Hernandez introduced Mr. Rizalito Paglingyan (RG), partner at Ernst & Young (E&Y) and the rest of the E&Y team. Mr. Paglingyan, presented the financial audit results via Power Point and E&Y's unmodified or clean opinion, for the Boards information. E&Y thanked GIAA's Accounting team for their cooperation. Chairman Bamba thanks Mr. Paglingyan and E&Y team for their hard work and effort on the audit.

Mr. Paglingyan provided some highlights of the audit to the Board. Discussion followed regarding concerning the airport improvement program, coronavirus funds, and disaster grants.

Management recommended that the Board to accept the audit report as presented.

On motion duly made by Director Morato, seconded by Director Alcorn, the following resolution was unanimously passed:

**Resolution No. 25-39**

The Board hereby accepts the FY2024 Financial Audit Report as presented.

B. Approval of Designated Aviation Channeling Services – RFP-010-FY25

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-010-FY25, for the Designated Aviation Channeling (“DAC”) Services for the Antonio B. Won Pat International Airport, Guam’s (“GIAA”).

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide automated web-based submission processes to channel required biographic biometric data in compliance with Transportation Security Aviation (“TSA”). Services include but are not limited to conducting comprehensive Criminal History Records Checks (“CHRC”) and Security Threat Assessments (“STA”) and FBI Record of Arrest and Prosecution (“RAP”) Back of personnel seeking unescorted authority to secure areas of the airport. These particular services must be obtained through one of three Aviation Channeling Service Providers (“ACSP”) that have been certified by TSA.

The RFP was publicly announced in a local newspaper on March 27, April 4 and 11, 2025. The deadline to submit proposals was April 17, 2025, at 4:00 p.m. A total of nine (9) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

A total of nine (9) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

The sole proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. The sole offeror submitted the required documents and was determined to be responsive as outlined in the Guam Procurement Law and Regulations. The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it was determined that Offeror A has met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The Designated Aviation Channeling Services will be funded under the Airport Police O & M budget. The term of the agreement is for a period of five (5) years with three (3) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of eight (8) years, subject to the availability of funding.

Management recommended that the Board approve the ranking results and the contract award to Offeror A subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

On motion duly made by Director Tainatongo, seconded by Vice-Chairman Sobti, the following resolution was unanimously passed:

**Resolution No. 25-40**

The Board hereby approves the ranking results and the contract award to Offeror A subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

Dr. Hernandez announces that Offeror A is Telos Identity Management Solutions.

C. Approval of Security Access Control System (SACS) Management and Infrastructure Support Services – RFP-001-FY25

Board action is requested to approve the ranking results for Request for Proposals (“RFP”) No. RFP-001-FY25, for Security Access Control System (“SACS”) Management and Infrastructure Support Services for the Antonio B. Won Pat International Airport, Guam (“GIAA”).

The referenced RFP solicits interest from qualified firms and/or individuals to provide professional management and infrastructure operational technology (“OT”) support services for GIAA’s current SACS. The SACS is an assembly of the 3 major systems: Access Control, Badging and Closed-Circuit Television (CCTV) systems. Other SACS’s supporting components comprise of tow-gates, gate operators, automobile license recognition and other related devices. OT supports services are focused on configuration, maintenance, administration, security updates and other related tasks. The services are paramount to ensure the safety and efficiency of terminal operations at GIAA.

The RFP was publicly announced in a local newspaper on March 25, April 1, 8, 17, and 29, 2025. The deadline to submit proposals was extended to May 5, 2025, at 4:00 p.m.

A total of seventeen (17) firms and/or individuals downloaded the RFP package, and three (3) firms submitted a proposal before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether the offeror submitted all documents required by the RFP. All three offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations.

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror C met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The Security Access Control System Management and Infrastructure Support Services will be funded under the Administration O & M budget.

The term of the agreement is for a period of three (3) years with two (2) additional up to one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

Management recommended that the Board approve the ranking results and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law, Regulations and the RFP.

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

**Resolution No. 25-41**

The Board hereby approves the ranking results and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

Dr. Hernandez announces that Offeror C is SecureSafe Solutions.

D. Approval Airport Operations Database Systems – RFP-006-FY25 — Tabled

E. Ratification of Procurement Action for Airport Microgrid Feasibility Study  
– RFP-009-FY25

Board action is requested to approve certain procurement action taken by management for Request for Proposals (RFP) No. RFP-009-FY25, for the Airport Microgrid Feasibility Study at the Antonio B. Won Pat International Airport, Guam (“GIAA”).

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to conduct a study on the feasibility of implementing a renewable energy microgrid system for the Antonio B. Won Pat International Airport, Guam (“GIAA”) to enhance energy resilience, reduce operational costs, and minimize environmental impact for the GIAA. This project will assess the viability, benefits, and challenges of integrating a self-sufficient microgrid that combines renewable energy generation and storage to support airport operations.

The RFP was publicly announced in a local newspaper on April 8, 17, and May 1, 2025. The deadline to submit proposals was extended to May 14, 2025 at 4:00 p.m.

A total of twenty-five (25) firms and/or individuals downloaded the RFP package, and six (6) firms submitted a proposal.

The proposals were reviewed to determine responsiveness, that is, whether the offeror submitted all documents required by the RFP. Four (4) offerors were determined to be responsive as outlined in the Guam Procurement Law and Regulations. Two (2) offerors were nonresponsive due to the following reasons:

- Offeror E submitted a proposal via email in response to the RFP. Pursuant to Section 8 of Basic Information of the RFP, Offerors must provide one stamped original, five copies and one electronic file (.pdf format) of the proposal and must be submitted in a sealed package to the address stated on the RFP no later than the submission deadline. The proposal was found to be nonresponsive due to the failure to submit a proposal via sealed package to the address stated on the RFP and was therefore rejected pursuant to 2 GAR Div. 4 § 3115(e).
- Offeror F submitted a proposal in response to the RFP after the established submission deadline. Pursuant to Section 5 of General Terms and Conditions of the RFP, late proposals will not be accepted. The proposal was found to be nonresponsive due to the failure to submit a proposal prior to the submission deadline stated on the RFP and was therefore rejected pursuant to 2 GAR Div. 4 §3109(k) and §3115(e).

The responsive proposals were evaluated and completed by the Evaluation Committee appointed by the Executive Manager. As a result of the evaluations, it was determined that Offeror C met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the procurement action by management, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The Airport Microgrid Feasibility Study will be funded under an FAA AIP grant, Federal Share is 90% and Sponsor Share 10%.

The term of the agreement is for a period of two (2) years with one (1) additional up to one (1) year option to renew at the sole discretion of GIAA, not to exceed a total term of three (3) years, subject to the availability of funding.

Management recommended that the Board approve the procurement action and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP.

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

**Resolution No. 25-42**

The Board hereby ratifies the procurement action and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

Dr. Hernandez announces that Offeror C is EXP U.S. Services Inc.

F. Approval of Contract Modification for Terminal Aircraft Apron and Taxiway  
Rehabilitation Project – Contract No.: GIAA-C23-001; Project No.: GIAA-FY16-08-3

In connection with Contract No. GIAA-C23-001, a construction contract between Sumitomo Mitsui Construction Co., Ltd. (herein after referred to as “Contractor”) and Antonio B. Won Pat International Airport Authority, Guam (herein after referred to as the “Authority”), dated October 20, 2023, to provide construction services for the GIAA Terminal Aircraft Apron and Taxiway Rehabilitation – Construction, Project No. GIAA-FY16-08-03, AIP No. 3-66-0001-120, the following change is ordered in accordance with Section 16.2 of the General Provisions.

**Descriptions and Cost of Additive Change Order No. 001**

Additive Change Order No. 001 consists of the following item:

- Item 1: Airside Planning Drawings (Updated Apron Marking Plans) and Glass Bead Application  
Revised pavement markings are as indicated in Airside Drawings AP-0.0, AP-4.1 to AP-4.17, and AP-5.
- a. Glass beads shall be applied to lead-in lines and gate designators only, excluding black paint.
  - b. Painting of entire lead in line between Gates 13 through 18, including portions outside the apron repair areas shall be included.
  - c. Repainting of traffic pattern markings between Gates 13 through 18 are not included.

- d. Eradication of existing paint to avoid “ghosting” effect is not required on apron. Painting over existing paint does not require complete removal of existing paint: clean existing surface to be repainted including water blasting to remove loose or flaking paint, dust, dirt and other contaminants.
- e. Paint and glass bead application shall be as indicated in the contract specification P-620 Runway and Taxiway Marking.

Total Cost due for Item 1:	\$ 310,547.64
Package B:	\$ 162,967.14
Deductive:	\$ 216,585.97
Additive:	\$ 379,553.11
Package C:	\$ 124,824.78
Deductive:	\$ 395,249.19
Additive:	\$ 520,073.97
Package D:	\$ 22,755.72
Deductive:	\$ 33,918.95
Additive:	\$ 56,674.67

Time Extension for Item 1: 48 Calendar Days

**B. Conditions:**

- 1. The aforementioned changes and works affected thereby are subject to all contract requirements and covenants;
- 2. The rights of A. B. Won Pat International Airport Authority, Guam are not prejudiced;
- 3. All claims against A. B. Won Pat International Airport Authority, Guam, which are incidental to, or as a consequence of the aforementioned changes, are satisfied in their entirety.

**C. Modification to the Contract**

- 1. Original Contract Amount \$ 41,766,022.35
- 2. Original Package A Amount \$ 10,606,950.93
- 3. Original Package B Amount: \$ 15,787,450.25
- 4. Original Package C Amount: \$ 8,080,283.38
- 5. Original Package D Amount: \$ 7,291,337.79
- 6. Change Order 1 Amount: \$ 310,547.64
- 7. Revised Contract Amount Change Order 1: \$ 42,076,569.99
- 8. Original Contract Completion Date (Package B, C & D): January 16, 2026
- 9. Original Contract Time (Package B, C & D): 550 Calendar Days
- 10. Change Order 1 Time Extension (Package B, C & D): 48 Calendar Days
- 11. Revised Contract Time (Package B, C & D): 598 Calendar Days
- 12. Revised Contract Completion Date (Package B, C & D): March 05, 2026

**D. Justification for Change Order No. 001:**

**Item 1: Airside Planning Drawings (Updated Apron Marking Plans) and Glass Bead Application at apron lead-in lines and gate designators and at Taxiway pavement markings.**

The A. B. Won Pat International Airport Authority's on-going "GIAA Terminal Aircraft Apron and Taxiway Rehabilitation Project" includes reconstruction and repairs of the terminal's apron areas. Current project scope includes repainting/restoration of the existing apron pavement markings which date back to the mid 90's.

An April 18, 2023 as-built survey drawings by Aero Systems Engineering (see Attachment 1) identified several improvements with updated apron markings as follows:

- Gate stop bars with identifying aircraft label(s)
- Operational safety zones
- Passenger loading bridge movement zones
- Passenger loading bridge stow zones
- Aircraft tail overhang (encroachment) in traffic pattern (vehicle service road)

With updated apron markings, the following can be realized:

- Accommodate the current fleet of aircraft ("common use") utilizing the terminal apron.
- Provide improved visual of swing limits of passenger loading bridges
- Enhanced operation safety of ground handlers
- Allow the new pavement marking layout to be implemented as this project progresses.

The Change order amount excludes the impact of 48-day extension on extended overhead and general items not specifically listed above.

Discussion followed concerning whether the Change Order only applied to gates in the Terminal Building or not.

On motion duly made by Director Alcorn, seconded by Vice-Chairman Sobti, the following resolution was unanimously passed:

**Resolution No. 25-43**

The Board hereby approves Change Order No. 001, Contract Modification for Terminal Aircraft Apron and Taxiway Rehabilitation Project – Contract No.: GIAA-C23-001; Project No.: GIAA-FY16-08-3, as presented by Management.

**G. Approval of Asia Pacific Airlines Lease of HC5 Hangar Facility**

Management next requested that the Board approve the Space Lease Agreement between Aero Micronesia, Inc., dba Asia Pacific Airlines and GIAA for the lease of HC5 Hangar Facility, also known as Bldg. 17-3404. This facility encompasses approximately 51,600 square feet of hangar and office space located at Neptune Avenue, South Tiyan, Airport Parcel 1.

Asia Pacific Airlines (APA), the westernmost FAA Part 121 Supplemental all cargo carrier, was formed in 1998 to serve much needed all-cargo services to Micronesia and the Western Pacific. Headquartered in Guam (and a base in Honolulu), APA now serves the Pacific region by providing scheduled and as-needed jet cargo charter services. APA's current fleet consist of three (3) Boeing 757 with plans to add a 767 and 747 in the near future. Today, APA leases 7,016 square feet of space at the Yellow Cargo Bldg. and continues to be great business partners with GIAA and the community. As a subsidiary of Tan Holdings, APA has access to a wide range of resources and expertise which enables them to provide the highest quality service to their customer base, whether shipping cargo within the Pacific region or to destinations in the continental United States or Asia.

APA responded to GIAA's Notice to Solicit Interest (posted on September 6, 2024) and Request for Proposal (RFP No. RFP-L01-FY25, issued on December 6, 2024), for the lease of hangar and office space at the HC5 Hangar Facility (aka Bldg. 17-3404), located on Neptune Avenue, South Tiyan, Barrigada. APA was selected as the highest ranked offeror by the Board of Directors at its meeting of February 26, 2025, subject to lease negotiations. The key lease terms and conditions, along with APA's commitment to accommodate the existing tenants with existing or proposed aeronautical activity to be conducted at the hangar facility, include the following:

- Lease Term: 5 years commencing no later than July 1, 2025
- Rental Rate: \$0.75 psfpm with 5% escalation each subsequent year
- Tenant Improvements: \$600k to include hangar doors, roof repairs, office renovation, etc.
- Utilities/Maintenance/Repairs: Tenant responsibility

The GIAA Property Management staff has prepared a Space Lease Agreement consistent with lease negotiation terms and conditions. Upon approval by the Board of Directors, the Space Lease Agreement will be forwarded to GIAA's Legal Counsel for review and approval.

The estimated 5-year revenue from the Space Lease agreement will be \$2,540,594.00. The current monthly rent will increase from \$24,157.00 per month to \$38,700.00 (an increase of \$14,543.00 per month). In addition, APA has committed to no less than \$600,000.00 in capital improvement contributions to the hangar facility, allocated over 5 years.

Management recommended that the Board approve the Space Lease Agreement between Aero Micronesia, Inc., dba Asia Pacific Airlines and GIAA for the lease of HC5 Hangar Facility, for a period of 5 years commencing no later than July 1, 2025. Included in the board packet is the complete Lease Agreement.

On motion duly made by Director Tainatongo, seconded by Vice-Chairman Sobti, the following resolution was unanimously passed:

### **Resolution No. 25-43**

The Board hereby moves to approve the Space Lease Agreement between Aero Micronesia, Inc., dba Asia Pacific Airlines and GIAA for the lease of the HC5 Hangar Facility, for a period of 5 years commencing no later than July 1, 2025.

## **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 EM Quinata. The report included brief updates on the passenger flight network for June 2025, Air Service Snapshot, Sister Airport Relations with Taichung International Airport, Federal Regulatory Updates, Facility and Infrastructure Updates, and Military and Federal Support Activities.

## **8. REPORT OF THE COMPTROLLER**

Ms. Dafne Mansapit Shimizu, Comptroller reported on the operating results – revenues and expenses as of April 30, 2025. Attached herewith is GIAA's Operating Results for the month ending April 30, 2025. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended April 30, 2025. A chart is included on the report with the key operating results for 7 month(s) of FY2025 ending April 30, 2025 – (in \$000's).

Year-to-date Total Signatory Revenues for the month ending April 30, 2025 are below Budgeted revenues by 14.2%. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are 25.4% below budget while Passenger Facility Charges are below the budget estimate by 16.7%.

Yes-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by 13.6%.

Yes-to-date Total Operating Revenues actual of \$37.4M is 16.2% below the budget estimate of \$44.6M.

Year-to-date Total Operating Expenses are below budget by 10.3%. Components of this line item include a 4.4% decrease in Personnel Service, a 13.1% decrease in Contractual Services, a 54.0% decrease in Materials & Supplies and a 0% decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of \$8.1M represents a 32.2% decrease over the year-to-date budgeted amount of \$11.9M.

Finally, our year-to-date results for Debt Service Coverage is at 1.13 versus the requirement of 1.25.

**9. EXECUTIVE SESSION**

Chairman Bamba advised that there was no Executive Session on the agenda.

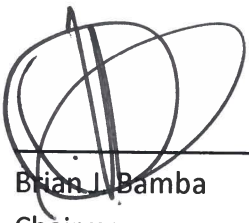
**10. PUBLIC COMMENTS**

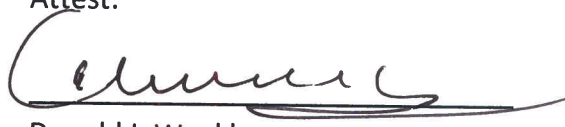
There were no Public Comments.

**11. ADJOURNMENT**

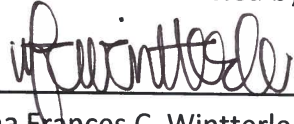
Motion to adjourn duly made by Secretary Weakley, seconded by Vice-Chairman Sobti; motion unanimously passed. The meeting was adjourned at 4:17 p.m.

Dated this 8<sup>th</sup> day of July 2025.

  
\_\_\_\_\_  
Brian J. Bamba  
Chairman

Attest:  
  
\_\_\_\_\_  
Donald I. Weakley  
Board Secretary

Prepared and Submitted by:

  
\_\_\_\_\_  
Wana Frances C. Wintterle  
Corresponding Secretary



## **BOARD OF DIRECTORS REGULAR MEETING**

**3:00 p.m., Tuesday, June 3, 2025**

**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 – Tuesday, May 27, 2025  
Notice to Media – Tuesday, May 27, 2025

Second Notice:

The Guam Daily Post – Friday, May 30, 2025  
Notice to Media – Friday, May 30, 2025

## AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
  - A. April 30, 2025, Regular Board Meeting
4. Correspondence – None
5. Old Business – None
6. New Business
  - A. Acceptance of FY24 Financial Audit Report
  - B. Approval of Designated Aviation Channeling Services - RFP-010-FY25
  - C. Approval of Security Access Control System (SACS) Management and Infrastructure Support Services - RFP-001-FY25
  - D. Approval of Airport Operations Database Systems – RFP-006-FY25
  - E. Ratification of procurement action for Airport Microgrid Feasibility Study – RFP-009-FY25
  - F. Approval of Contract Modification for Terminal Aircraft Apron and Taxiway Rehabilitation Project – Contract No.: GIAA-C23-001; Project No.: GIAA-FY16-08-3
  - G. Approval of Asia Pacific Airlines Lease of HC5 Hangar Facility
7. Report of Executive Manager
  - A. Airport Updates
  - B. Announcements
8. Report of Comptroller
9. Executive Session – None
10. Public Comments
11. Adjournment



**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**  
**Board of Directors Regular Meeting**  
**3:00 p.m., Tuesday, June 3, 2025**  
**GIAA Terminal Conference Rooms 1 & 2**

**SIGN-IN SHEET**

	<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>
1.	MARVIN CRISOSTOMO	SEN. LUTJAN
2.	Jenelle Mend	GIAA
3.	Haane Ada	GIAA
4.	FRANK SANTOS	PMC
5.	Rizalito Paglingayan	EY
6.	Mark Alvarez	EY
7.	Jim Amch	GLA
8.	Philip Am	A
9.	Ken mesoncel	GIAA
10.	Fulenti Faasnambe	M
11.	Joy Louie	Chris Lopez
12.	2nd Army	APA
13.	ADAM FERGUSON	APA
14.	David Castro / <del>POST</del>	<del>POST</del>
15.	DANIEL MANTANONA	ARFF
16.	Ray Quintana 'la	OPS
17.	DEBBIE NGATA	GIAA
18.	R. Dela Cruz	GIAA-PMC
19.		
20.		

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THE GUAM DAILY **POST**



## GUAM TRIATHLON FEDERATION

### STATEMENT OF FINANCIAL POSITION (UNAUDITED)

	12/31/2024
<b>ASSETS</b>	
Cash	\$ 32,080
Other assets	8,593
<b>TOTAL ASSETS</b>	<u>\$ 40,673</u>
<b>LIABILITIES AND NET ASSETS</b>	
Liabilities	-
Net assets	40,673
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 40,673</u>

### STATEMENT OF ACTIVITIES (UNAUDITED) FOR 12 MONTHS ENDED

	12/31/2024
<b>REVENUES</b>	
Registration & membership fees, net	\$ 19,217
Sponsorship	21,450
Miscellaneous	277
<b>TOTAL REVENUES</b>	<u>40,944</u>
<b>EXPENSES</b>	
Event & membership items	23,403
Administrative costs	1,374
<b>TOTAL EXPENSES</b>	<u>24,777</u>
<b>CHANGE IN NET ASSETS</b>	16,167
<b>NET ASSETS AT BEGINNING OF PERIOD</b>	24,507
<b>ENDING NET ASSETS</b>	<u>\$ 40,673</u>



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THE GUAM DAILY **POST**



### BOARD OF DIRECTORS REGULAR MEETING

Tuesday, June 3, 2025 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: [www.guamairport.com](http://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. April 30, 2025, Regular Board Meeting
4. Correspondence - None
5. Old Business - None
6. New Business
  - A. Acceptance of FY24 Financial Audit Report
  - B. Approval of Designated Aviation Channeling Services - RFP-010-FY25
  - C. Approval of Security Access Control System (SACS) Management and Infrastructure Support Services - RFP-001-FY25
  - D. Approval of Airport Operations Database Systems - RFP-006-FY25
  - E. Ratification of procurement action for Airport Microgrid Feasibility Study - RFP-009-FY25
  - F. Approval of Contract Modification for Terminal Aircraft Apron and Taxiway Rehabilitation Project - Contract No.: GIAA-C23-001; Project No.: GIAA-FY16-08-3
  - G. Approval of Asia Pacific Airlines Lease of HCS Hangar Facility
7. Report of Executive Manager
  - A. Airport Updates
  - B. Announcements
8. Report of Comptroller
9. Executive Session - None
10. Public Comments
11. Adjournment

Parking is available in the Public Parking Lot. Call the Board Office at (671) 642-1717/18 for special accommodations, auxiliary aids, or services. This ad is paid for by GIAA.

little type

# BIG RESULTS

use the classifieds whether you're buying • selling • hiring

**HELP WANTED**  
**Cashiers and Floor Attendants**  
 Able to work any shift  
 Please email resume to:  
**hr.gmi671@gmail.com**

**HP**  
**HENSEL PHELPS**  
 Plan, Guide, Manage  
**CRANE OPERATOR POSITION Available. Must reside in Guam and have NCCCO Crane Certification.**  
 Please contact Chad Hogan of Hensel Phelps Construction @ 671-488-3159.

**A.B. WOODS INTERNATIONAL AIRPORT GUAM BOARD OF DIRECTORS REGULAR MEETING**  
 Tuesday, June 3, 2025 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: [www.guamairport.com](http://www.guamairport.com) or <https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>  
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 B. Announcements  
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 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.

**GHURA**  
 Guam Housing and Urban Renewal Authority  
 Aturidat Ginima' Yan Rinueban Siudad Guahan  
 117 Bien Venida Avenue, Sinajana, GU 96910  
 Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701

**INVITATION FOR BID**  
**IFB GHURA-25-011**  
**Rehabilitation of 16 Guam Housing Corp. Units at Lada, Dededo, Guam**

The Guam Housing and Urban Renewal Authority (GHURA) will receive sealed proposals for **IFB GHURA-25-011 Rehabilitation of 16 Guam Housing Corp. Units at Lada, Dededo, Guam, until 2:00 p.m., ChST, on Friday, June 27, 2025**, at GHURA's Main office in Sinajana.

Registration forms are available on GHURA's website: <https://ghura.org/doing-business-us/bids> beginning **Friday, May 30, 2025**. **Interested parties must register at GHURA's Main Office in Sinajana to receive access to a downloadable bid packet file and receive notifications of any changes, amendments and/or addendums; or to obtain a physical copy of the bid packet; there is a fee of \$50.00 (exact cash amount, money order, or company check) which is non-refundable. Registration schedule is: Monday through Friday, 8:30 a.m. - 4:00 p.m. ChST with the exception of Government of Guam holidays.** A pre-bid conference will be held on **Wednesday, June 4, 2025, at 10:00 a.m., ChST** in the GHURA main office conference room in Sinajana. A site visit will be conducted by GHURA staff on **Thursday, June 5, 2025, at 9:00 a.m., (see GHURA's website for site map)**. Attendance at pre-bid conference or site visit is nonmandatory, but highly recommended. Any questions regarding the project or requirements must be submitted in writing via email to Antonio C. Camacho, Housing Procurement Administrator, at [proc@ghura.org](mailto:proc@ghura.org) no later than **Monday, June 16, 2025**. **Bid closing date and time is Friday, June 27, 2025, at 2:00 p.m. ChST.** All bid submittals will be opened publicly at GHURA's main office conference room, Sinajana.

Pursuant to 5 GCA, Chapter 5, § 5212, bid guarantees in the amount of 15% of the total base bid shall accompany each bid. Bid guarantee shall be a bid bond secured by a surety company authorized to do business in Guam and listed in the latest Department of Treasury Circular 570 published in the Federal Register or as permitted by state law, a certified check, bank draft, or U.S. Government Bond at par value. All bid guarantees must be made payable to GHURA. Personal checks will not be accepted. GHURA reserves the right to waive irregularities and to reject any or all bids, whole or in part, in the best interest of the Territory of Guam, as provided for in 2 GAR, Div. 4 § 3115(e)(2). In addition, GHURA also has the right to cancel all bids as provided in 5 GCA § 5225 and 2 GAR, Div. 4 § 3115(c).

For all contracts which exceed \$100,000.00, the successful bidder will be required to furnish and pay for a performance and payment bond for 100% of the contract price. GHURA will retain the bid guarantee until the performance bond is received and will release it soon thereafter. The contractor must not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or genetic information in employment or the provision of services. There is a restriction against contractors employing convicted sex offenders from working at Government of Guam venues. (5 GCA § 5253).

The successful bidder will be required to accomplish the following to the best possible and greatest extent feasible:

1. A goal of awarding at least 50 % of the dollar value of construction contracts to Minority and/or Women Business Enterprises (MBE/WBE) or general contractors with MBE/WBE participation.
2. In accordance with Section 3 of the U.S. Department of Housing and Urban Development Act of 1968, all construction contractors, to the maximum extent feasible shall provide training, contracting, and employment opportunities to low-income residents residing in GHURA public housing.

GHURA intends to award a contract on the basis of the lowest most responsive and responsible bid for the work described in the bid documents. No bid shall be withdrawn for a period of 60 days subsequent to the opening of bids without the prior written consent of GHURA.

GHURA is an Equal Opportunity Employer

/s/ Elizabeth F. Napoli  
 Executive Director

GHURA does not discriminate against persons with disabilities. The Chief Planner has been designated as Section 504 Coordinator. The Coordinator can be contacted at the above address and telephone numbers.

**Kumisión i Fino' CHamoru yan i Fina'ná'guen i Historian yan i Lina'la' i TaoTao Táno'**  
 730 W Marina Corps Dr Suite 203 Bell Tower Plaza Aniquik, GU 96910  
 Kumisionchamoru@kumision.guam.gov

**PUBLIC NOTICE**

Regular Board Meeting Date: June 5, 2025 Time: 12:30PM Place: Zoom  
 Zoom Meeting Link: <https://us02web.zoom.us/j/8387878787?pwd=UjVZbVhkaUJSTdRlM0akVvZlM2Z09>

<b>TAREHA:</b>	
I. OTDEN	IX. RIPÓT I ATMENESTRASIÓN
II. INIFRESU/TINANGA	X. RIPÓT I PROYEKTO SIHA
III. INAGANG I MEMBRO SIHA	XI. RIPÓT I KUMITEHAN I NA'AN LUGÁT
IV. KINABÁLES I MEMBRO SIHA	XII. GINAGAO PARA PINILA'
V. RINIBISA YAN INADÁPTAN I TAREHA	XIII. NUEBU NA ASUNTO
VI. INADÁPTAN I FINALOFFAN	XIV. PRIBILEHUN I PISU
VII. RIPÓT I SIKRITARIAN I KUMISIÓN	XV. ANUNSIJO SIHA
VIII. RIPÓT I KUMITEHAN EKSEKETIBU	XVI. FINAKPO

For ADA accommodations, please contact Savannah (671) 922-0600  
 Next Board Meeting: June 19, 2025 at 12:30 PM

**DEPARTMENT OF ADMINISTRATION**  
 DIPATTAMENTON ATMENESTRASIÓN  
 GENERAL SERVICES AGENCY DIVISION  
 (Ahenshon Setebstion Hinirat)  
 Telephone (Telifon): 671-475-1705/1706

**THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY: DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

A non-refundable fee of \$10.00 per bid package will be assessed. Certified Check, Cashier's Check, Cash will be accepted. No personal or Company Check. Payment for bid package picked up after 3:00pm will not be accepted.

**INVITATION FOR BID**

**BID NO: GSA-047-25**  
**For: Office Space Lease - DPHSS**  
**Opening Date: 7/1/2025 Time: 10:00 am**  
**Location to Submit: General Services Agency, Tamuning, Guam**

The General Services Agency is issuing this *Invitation for Bid for Office Space Lease - DPHSS*. A pdf copy is available to download at [www.gsa.doa.guam.gov](http://www.gsa.doa.guam.gov), or a hard copy can be obtained at the General Services Agency located at 2nd floor ITC Bldg, Rm. 230, Tamuning, Guam 96931 from 8:00am - 5:00pm, Monday through Friday, beginning **Friday, 5/30/2025 until Tuesday, 7/1/2025**. Bidders must register their current contact information with GSA to ensure they receive any notices regarding changes or updates to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

/s/ Andriana Quitugua  
 Acting Chief Procurement Officer

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

**Tuesday, June 3, 2025, 3:00 p.m.  
GIAA CONFERENCE ROOMS 1 & 2**

**1. CALL TO ORDER AND ATTENDANCE**

The May regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam (“GIAA” or the “Authority”) was held on June 3, 2025, and called to order by Chairman Brian Bamba at 3:02 p.m. at the GIAA Terminal Conference Rooms 1 & 2, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

**Directors Present:**

Brian J. Bamba  
Gurvinder S. Sobti  
Donald I. Weakley  
Lucy M. Alcorn  
Rosie R. Tainatongo  
Doyon A. Morato<sup>1</sup>

**Offices or positions:**

Chairman  
Vice Chairman  
Board Secretary

**Directors Absent:**

Jesse G. Garcia

**GIAA Officials:**

John M. Quinata	Executive Manager
Artemio R. Hernandez, Ph.D.	Deputy Executive Manager
Dafne Mansapit Shimizu	Comptroller
Juan Reyes	Airport Terminal Manager
Rolenda Faasuumalie	Airport Marketing Administrator
Jenielle Meno	Buyer Supervisor I
Tony Laniog	Engineer III (Civil)
Joseph Javellana	Property Management – PC IV
Kenneth Quenga	Assistant Chief of Airport Police
Kenneth McDonald	Airport Facility/Equipment Maintenance
Superintendent	

William Brennan  
Frank Santos

Arriola Law Firm, GIAA Legal Counsel  
TMG, GIAA Consultant

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

**2. APPROVAL OF AGENDA**

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<sup>1</sup> Arrived 3:03 p.m.

At this time Chairman Bamba advised that there is an amendment to the agenda to table item 6D.

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

**Resolution No. 25-37**

The Board hereby amends the agenda as recommended, to table item 6D.

**3. APPROVAL OF MINUTES**

A. April 30, 2025 - Regular Meeting

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

**Resolution No. 25-38**

The Board hereby approves the minutes of the April 30, 2025, Regular Meeting, subject to corrections.

**4. CORRESPONDENCE**

Executive Manager (EM) Quinata advised there was no Correspondence to report.

**5. OLD BUSINESS**

EM Quinata advised there was no Old Business to be presented.

**6. NEW BUSINESS**

A. Acceptance of FY24 Financial Audit Report

The first matter discussed was the FY24 Financial Audit. Deputy Executive Manager Hernandez introduced Mr. Rizalito Paglingyan (RG), partner at Ernst & Young (E&Y) and the rest of the E&Y team. Mr. Paglingyan, presented the financial audit results via Power Point and E&Y's unmodified or clean opinion, for the Boards information. E&Y thanked GIAA's Accounting team for their cooperation. Chairman Bamba thanks Mr. Paglingyan and E&Y team for their hard work and effort on the audit.

Mr. Paglingyan provided some highlights of the audit to the Board. Discussion followed regarding concerning the airport improvement program, coronavirus funds, and disaster grants.

Management recommended that the Board to accept the audit report as presented.

On motion duly made by Director Morato, seconded by Director Alcorn, the following resolution was unanimously passed:

**Resolution No. 25-39**

The Board hereby accepts the FY2024 Financial Audit Report as presented.

**B. Approval of Designated Aviation Channeling Services – RFP-010-FY25**

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-010-FY25, for the Designated Aviation Channeling (“DAC”) Services for the Antonio B. Won Pat International Airport, Guam’s (“GIAA”).

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide automated web-based submission processes to channel required biographic biometric data in compliance with Transportation Security Aviation (“TSA”). Services include but are not limited to conducting comprehensive Criminal History Records Checks (“CHRC”) and Security Threat Assessments (“STA”) and FBI Record of Arrest and Prosecution (“RAP”) Back of personnel seeking unescorted authority to secure areas of the airport. These particular services must be obtained through one of three Aviation Channeling Service Providers (“ACSP”) that have been certified by TSA.

The RFP was publicly announced in a local newspaper on March 27, April 4 and 11, 2025. The deadline to submit proposals was April 17, 2025, at 4:00 p.m. A total of nine (9) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

A total of nine (9) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

The sole proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. The sole offeror submitted the required documents and was determined to be responsive as outlined in the Guam Procurement Law and Regulations. The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it was determined that Offeror A has met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The Designated Aviation Channeling Services will be funded under the Airport Police O & M budget. The term of the agreement is for a period of five (5) years with three (3) additional one (1)

year options to renew at the sole discretion of GIAA, not to exceed a total term of eight (8) years, subject to the availability of funding.

Management recommended that the Board approve the ranking results and the contract award to Offeror A subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

On motion duly made by Director Tainatongo, seconded by Vice-Chairman Sobti, the following resolution was unanimously passed:

**Resolution No. 25-40**

The Board hereby approves the ranking results and the contract award to Offeror A subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

Dr. Hernandez announces that Offeror A is Telos Identity Management Solutions.

C. Approval of Security Access Control System (SACS) Management and Infrastructure Support Services – RFP-001-FY25

Board action is requested to approve the ranking results for Request for Proposals (“RFP”) No. RFP-001-FY25, for Security Access Control System (“SACS”) Management and Infrastructure Support Services for the Antonio B. Won Pat International Airport, Guam (“GIAA”).

The referenced RFP solicits interest from qualified firms and/or individuals to provide professional management and infrastructure operational technology (“OT”) support services for GIAA’s current SACS. The SACS is an assembly of the 3 major systems: Access Control, Badging and Closed-Circuit Television (CCTV) systems. Other SACS’s supporting components comprise of tow-gates, gate operators, automobile license recognition and other related devices. OT supports services are focused on configuration, maintenance, administration, security updates and other related tasks. The services are paramount to ensure the safety and efficiency of terminal operations at GIAA.

The RFP was publicly announced in a local newspaper on March 25, April 1, 8, 17, and 29, 2025. The deadline to submit proposals was extended to May 5, 2025, at 4:00 p.m.

A total of seventeen (17) firms and/or individuals downloaded the RFP package, and three (3) firms submitted a proposal before the submission deadline.

The proposals were reviewed to determine responsiveness, that is, whether the offeror submitted all documents required by the RFP. All three offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations.

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that Offeror C met the standards of

responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The Security Access Control System Management and Infrastructure Support Services will be funded under the Administration O & M budget.

The term of the agreement is for a period of three (3) years with two (2) additional up to one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

Management recommended that the Board approve the ranking results and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law, Regulations and the RFP.

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

**Resolution No. 25-41**

The Board hereby approves the ranking results and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

Dr. Hernandez announces that Offeror C is SecureSafe Solutions.

- D. Approval Airport Operations Database Systems – RFP-006-FY25 — Tabled
- E. Ratification of Procurement Action for Airport Microgrid Feasibility Study – RFP-009-FY25

Board action is requested to approve certain procurement action taken by management for Request for Proposals (RFP) No. RFP-009-FY25, for the Airport Microgrid Feasibility Study at the Antonio B. Won Pat International Airport, Guam (“GIAA”).

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to conduct a study on the feasibility of implementing a renewable energy microgrid system for the

Antonio B. Won Pat International Airport, Guam (“GIAA”) to enhance energy resilience, reduce operational costs, and minimize environmental impact for the GIAA. This project will assess the viability, benefits, and challenges of integrating a self-sufficient microgrid that combines renewable energy generation and storage to support airport operations.

The RFP was publicly announced in a local newspaper on April 8, 17, and May 1, 2025. The deadline to submit proposals was extended to May 14, 2025 at 4:00 p.m.

A total of twenty-five (25) firms and/or individuals downloaded the RFP package, and six (6) firms submitted a proposal.

The proposals were reviewed to determine responsiveness, that is, whether the offeror submitted all documents required by the RFP. Four (4) offerors were determined to be responsive as outlined in the Guam Procurement Law and Regulations. Two (2) offerors were nonresponsive due to the following reasons:

- Offeror E submitted a proposal via email in response to the RFP. Pursuant to Section 8 of Basic Information of the RFP, Offerors must provide one stamped original, five copies and one electronic file (.pdf format) of the proposal and must be submitted in a sealed package to the address stated on the RFP no later than the submission deadline. The proposal was found to be nonresponsive due to the failure to submit a proposal via sealed package to the address stated on the RFP and was therefore rejected pursuant to 2 GAR Div. 4 § 3115(e).
- Offeror F submitted a proposal in response to the RFP after the established submission deadline. Pursuant to Section 5 of General Terms and Conditions of the RFP, late proposals will not be accepted. The proposal was found to be nonresponsive due to the failure to submit a proposal prior to the submission deadline stated on the RFP and was therefore rejected pursuant to 2 GAR Div. 4 §3109(k) and §3115(e).

The responsive proposals were evaluated and completed by the Evaluation Committee appointed by the Executive Manager. As a result of the evaluations, it was determined that Offeror C met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

Upon Board approval of the procurement action by management, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

The Airport Microgrid Feasibility Study will be funded under an FAA AIP grant, Federal Share is 90% and Sponsor Share 10%.

The term of the agreement is for a period of two (2) years with one (1) additional up to one (1) year option to renew at the sole discretion of GIAA, not to exceed a total term of three (3) years, subject to the availability of funding.

Management recommended that the Board approve the procurement action and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP.

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

**Resolution No. 25-42**

The Board hereby ratifies the procurement action and the contract award to Offeror C subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

Dr. Hernandez announces that Offeror C is EXP U.S. Services Inc.

- F. Approval of Contract Modification for Terminal Aircraft Apron and Taxiway  
Rehabilitation Project – Contract No.: GIAA-C23-001; Project No.: GIAA-FY16-08-3

In connection with Contract No. GIAA-C23-001, a construction contract between Sumitomo Mitsui Construction Co., Ltd. (herein after referred to as “Contractor”) and Antonio B. Won Pat International Airport Authority, Guam (herein after referred to as the “Authority”), dated October 20, 2023, to provide construction services for the GIAA Terminal Aircraft Apron and Taxiway Rehabilitation – Construction, Project No. GIAA-FY16-08-03, AIP No. 3-66-0001-120, the following change is ordered in accordance with Section 16.2 of the General Provisions.

Descriptions and Cost of Additive Change Order No. 001

Additive Change Order No. 001 consists of the following item:

Item 1: Airside Planning Drawings (Updated Apron Marking Plans) and Glass Bead Application

Revised pavement markings are as indicated in Airside Drawings AP-0.0, AP-4.1 to AP-4.17, and AP-5.

- a. Glass beads shall be applied to lead-in lines and gate designators only, excluding black paint.
- b. Painting of entire lead in line between Gates 13 through 18, including portions outside the apron repair areas shall be included.
- c. Repainting of traffic pattern markings between Gates 13 through 18 are not included.

- d. Eradication of existing paint to avoid “ghosting” effect is not required on apron. Painting over existing paint does not require complete removal of existing paint: clean existing surface to be repainted including water blasting to remove loose or flaking paint, dust, dirt and other contaminants.
- e. Paint and glass bead application shall be as indicated in the contract specification P-620 Runway and Taxiway Marking.

Total Cost due for Item 1:	\$ 310,547.64
Package B:	\$ 162,967.14
Deductive:	\$ 216,585.97
Additive:	\$ 379,553.11
Package C:	\$ 124,824.78
Deductive:	\$ 395,249.19
Additive:	\$ 520,073.97
Package D:	\$ 22,755.72
Deductive:	\$ 33,918.95
Additive:	\$ 56,674.67

Time Extension for Item 1: 48 Calendar Days

B. Conditions:

- 1. The aforementioned changes and works affected thereby are subject to all contract requirements and covenants;
- 2. The rights of A. B. Won Pat International Airport Authority, Guam are not prejudiced;
- 3. All claims against A. B. Won Pat International Airport Authority, Guam, which are incidental to, or as a consequence of the aforementioned changes, are satisfied in their entirety.

C. Modification to the Contract

- 1. Original Contract Amount \$ 41,766,022.35
- 2. Original Package A Amount \$ 10,606,950.93
- 3. Original Package B Amount: \$ 15,787,450.25
- 4. Original Package C Amount: \$ 8,080,283.38
- 5. Original Package D Amount: \$ 7,291,337.79
- 6. Change Order 1 Amount: \$ 310,547.64
- 7. Revised Contract Amount Change Order 1: \$ 42,076,569.99
- 8. Original Contract Completion Date (Package B, C & D): January 16, 2026
- 9. Original Contract Time (Package B, C & D): 550 Calendar Days
- 10. Change Order 1 Time Extension (Package B, C & D): 48 Calendar Days
- 11. Revised Contract Time (Package B, C & D): 598 Calendar Days
- 12. Revised Contract Completion Date (Package B, C & D): March 05, 2026

D. Justification for Change Order No. 001:

Item 1: Airside Planning Drawings (Updated Apron Marking Plans) and Glass Bead Application at apron lead-in lines and gate designators and at Taxiway pavement markings.

The A. B. Won Pat International Airport Authority's on-going "GIAA Terminal Aircraft Apron and Taxiway Rehabilitation Project" includes reconstruction and repairs of the terminal's apron areas. Current project scope includes repainting/restoration of the existing apron pavement markings which date back to the mid 90's.

An April 18, 2023 as-built survey drawings by Aero Systems Engineering (see Attachment 1) identified several improvements with updated apron markings as follows:

- Gate stop bars with identifying aircraft label(s)
- Operational safety zones
- Passenger loading bridge movement zones
- Passenger loading bridge stow zones
- Aircraft tail overhang (encroachment) in traffic pattern (vehicle service road)

With updated apron markings, the following can be realized:

- Accommodate the current fleet of aircraft ("common use") utilizing the terminal apron.
- Provide improved visual of swing limits of passenger loading bridges
- Enhanced operation safety of ground handlers
- Allow the new pavement marking layout to be implemented as this project progresses.

The Change order amount excludes the impact of 48-day extension on extended overhead and general items not specifically listed above.

Discussion followed concerning whether the Change Order only applied to gates in the Terminal Building or not.

On motion duly made by Director Alcorn, seconded by Vice-Chairman Sobti, the following resolution was unanimously passed:

**Resolution No. 25-43**

The Board hereby approves Change Order No. 001, Contract Modification for Terminal Aircraft Apron and Taxiway Rehabilitation Project – Contract No.: GIAA-C23-001; Project No.: GIAA-FY16-08-3, as presented by Management.

G. Approval of Asia Pacific Airlines Lease of HC5 Hangar Facility  
Management next requested that the Board approve the Space Lease Agreement between Aero Micronesia, Inc., dba Asia Pacific Airlines and GIAA for the lease of HC5 Hangar Facility, also known as Bldg. 17-3404. This facility encompasses approximately 51,600 square feet of hangar and office space located at Neptune Avenue, South Tiyan, Airport Parcel 1.

Asia Pacific Airlines (APA), the westernmost FAA Part 121 Supplemental all cargo carrier, was formed in 1998 to serve much needed all-cargo services to Micronesia and the Western Pacific. Headquartered in Guam (and a base in Honolulu), APA now serves the Pacific region by providing scheduled and as-needed jet cargo charter services. APA's current fleet consist of three (3) Boeing 757 with plans to add a 767 and 747 in the near future. Today, APA leases 7,016 square feet of space at the Yellow Cargo Bldg. and continues to be great business partners with GIAA and the community. As a subsidiary of Tan Holdings, APA has access to a wide range of resources and expertise which enables them to provide the highest quality service to their customer base, whether shipping cargo within the Pacific region or to destinations in the continental United States or Asia.

APA responded to GIAA's Notice to Solicit Interest (posted on September 6, 2024) and Request for Proposal (RFP No. RFP-L01-FY25, issued on December 6, 2024), for the lease of hangar and office space at the HC5 Hangar Facility (aka Bldg. 17-3404), located on Neptune Avenue, South Tiyan, Barrigada. APA was selected as the highest ranked offeror by the Board of Directors at its meeting of February 26, 2025, subject to lease negotiations. The key lease terms and conditions, along with APA's commitment to accommodate the existing tenants with existing or proposed aeronautical activity to be conducted at the hangar facility, include the following:

- Lease Term: 5 years commencing no later than July 1, 2025
- Rental Rate: \$0.75 psfpm with 5% escalation each subsequent year
- Tenant Improvements: \$600k to include hangar doors, roof repairs, office renovation, etc.
- Utilities/Maintenance/Repairs: Tenant responsibility

The GIAA Property Management staff has prepared a Space Lease Agreement consistent with lease negotiation terms and conditions. Upon approval by the Board of Directors, the Space Lease Agreement will be forwarded to GIAA's Legal Counsel for review and approval.

The estimated 5-year revenue from the Space Lease agreement will be \$2,540,594.00. The current monthly rent will increase from \$24,157.00 per month to \$38,700.00 (an increase of \$14,543.00 per month). In addition, APA has committed to no less than \$600,000.00 in capital improvement contributions to the hangar facility, allocated over 5 years.

Management recommended that the Board approve the Space Lease Agreement between Aero Micronesia, Inc., dba Asia Pacific Airlines and GIAA for the lease of HC5 Hangar Facility, for a period of 5 years commencing no later than July 1, 2025. Included in the board packet is the complete Lease Agreement.

On motion duly made by Director Tainatongo, seconded by Vice-Chairman Sobti, the following resolution was unanimously passed:

**Resolution No. 25-43**

The Board hereby moves to approve the Space Lease Agreement between Aero Micronesia, Inc., dba Asia Pacific Airlines and GIAA for the lease of the HC5 Hangar Facility, for a period of 5 years commencing no later than July 1, 2025.

**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 EM Quinata. The report included brief updates on the passenger flight network for June 2025, Air Service Snapshot, Sister Airport Relations with Taichung International Airport, Federal Regulatory Updates, Facility and Infrastructure Updates, and Military and Federal Support Activities.

**8. REPORT OF THE COMPTROLLER**

Ms. Dafne Mansapit Shimizu, Comptroller reported on the operating results – revenues and expenses as of April 30, 2025. Attached herewith is GIAA's Operating Results for the month ending April 30, 2025. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended April 30, 2025. A chart is included on the report with the key operating results for 7 month(s) of FY2025 ending April 30, 2025 – (in \$000's).

Year-to-date Total Signatory Revenues for the month ending April 30, 2025 are below Budgeted revenues by 14.2%. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are 25.4% below budget while Passenger Facility Charges are below the budget estimate by 16.7%.

Yes-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by 13.6%.

Yes-to-date Total Operating Revenues actual of \$37.4M is 16.2% below the budget estimate of \$44.6M.

Year-to-date Total Operating Expenses are below budget by 10.3%. Components of this line item include a 4.4% decrease in Personnel Service, a 13.1% decrease in Contractual Services, a 54.0% decrease in Materials & Supplies and a 0% decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of \$8.1M represents a 32.2% decrease over the year-to-date budgeted amount of \$11.9M.

Finally, our year-to-date results for Debt Service Coverage is at 1.13 versus the requirement of 1.25.

**9. EXECUTIVE SESSION**

Chairman Bamba advised that there was no Executive Session on the agenda.

**10. PUBLIC COMMENTS**

There were no Public Comments.

**11. ADJOURNMENT**

Motion to adjourn duly made by Secretary Weakley, seconded by Vice-Chairman Sobti; motion unanimously passed. The meeting was adjourned at 4:17 p.m.

Dated this 8<sup>th</sup> day of July 2025.

Attest:

\_\_\_\_\_  
Brian J. Bamba  
Chairman

\_\_\_\_\_  
Donald I. Weakley  
Board Secretary

Prepared and Submitted by:

\_\_\_\_\_  
Wana Frances C. Wintterle  
Corresponding Secretary



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

**EXECUTIVE SUMMARY**

**REQUEST FOR PROPOSALS (RFP) NO. RFP-010-FY25**

**DESIGNATED AVIATION CHANNELING (“DAC”) SERVICES**

**June 3, 2025**

**Purpose**

Board action is requested to approve the ranking results for Request for Proposals (RFP) No. RFP-010-FY25, for the Designated Aviation Channeling (“DAC”) Services for the Antonio B. Won Pat International Airport, Guam’s (“GIAA”).

**Background**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide automated web-based submission processes to channel required biographic biometric data in compliance with Transportation Security Aviation (“TSA”). Services include but are not limited to conducting comprehensive Criminal History Records Checks (“CHRC”) and Security Threat Assessments (“STA”) and FBI Record of Arrest and Prosecution (“RAP”) Back of personnel seeking unescorted authority to secure areas of the airport. These particular services must be obtained through one of three Aviation Channeling Service Providers (“ACSP”) that have been certified by TSA.

**Procurement Background**

The RFP was publicly announced in a local newspaper on March 27, April 4 and 11, 2025. The deadline to submit proposals was April 17, 2025, at 4:00 p.m.

A total of nine (9) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

**Proposal Evaluation and Selection**

The sole proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. The sole offeror submitted the required documents and was determined to be responsive as outlined in the Guam Procurement Law and Regulations.

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that **Offeror A** has met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

**Executive Summary**

RFP No. RFP-010-FY25

Designated Aviation Channeling Services

Page 2 of 2

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**Legal Review**

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

**Financial Review**

The *Designated Aviation Channeling Services* will be funded under the Airport Police O & M budget.

The term of the agreement is for a period of five (5) years with three (3) additional one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of eight (8) years, subject to the availability of funding.

**Recommendation**

Management recommends that the Board approve the ranking results and the contract award to **Offeror A** subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.



May 21, 2024

## **MEMORANDUM**

**TO:** John M. Quinata  
**Executive Manager**

**VIA:** Jean M. Arriola  
**Airport Services Manager**

**FROM:** Kathrina Bayson  
**Supply Management Administrator**

**SUBJECT:** **Evaluation and Recommendation**  
**Designated Aviation Channeling Services**  
**RFP No. RFP-010-FY25**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide designated aviation channeling (DAC) services inclusive of automated web-based submission processes to channel required biographic biometric data in compliance with Transportation Security Aviation ("TSA") for the Antonio B. Won Pat International Airport, Guam ("GIAA").

The RFP was publicly announced in a local newspaper on March 27, April 4 and 11, 2025. The deadline to submit proposals was April 17, 2025, at 4:00 p.m.

A total of nine (9) firms and/or individuals downloaded the RFP package, and one (1) firm submitted a proposal before the submission deadline.

### **Proposal Review for Responsiveness**

The sole proposal was reviewed to determine responsiveness, that is, whether or not the offeror submitted all documents required by the RFP. The sole offeror submitted the required documents and was determined to be responsive as outlined in the Guam Procurement Law and Regulations.

### **Evaluation and Selection**

Pursuant to Section 10: Selection of Best Qualified Offeror and Proposal of Basic Information of the RFP, after receipt of the proposal, the GIAA Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP.

The committee appointed by the Executive Manager to evaluate the proposal included the following individuals:

1. Ryan Topasna, Data Processing Manager

2. Noel Dela Cruz, Airport Police Supervisor
3. Ralph Gutierrez, Management Analyst IV

The committee completed their evaluation based on the evaluation criteria set forth in the RFP, and the scores were tabulated as reflected on the attached evaluation score summary. As a result, the proposal was ranked as follows:

1. Offeror A

**Recommendation**


Offeror A has been deemed to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to the best qualified offeror, **Offeror A**, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period of five (5) years with three (3) additional up to one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of eight (8) years, subject to the availability of funding.

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



**KATHRINA O. BAYSON**

**APPROVED:**

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**JOHN M. QUINATA**  
Executive Manager

**Attachments**

cc: Procurement File



Antonio B. Won Pat International Airport Authority, Guam

**Evaluation Score Summary**

RFP NO. RFP-010-FY25

**DESIGNATED AVIATION CHANNELING SERVICES**

OFFEROR	Evaluator No. 1		Evaluator No. 2		Evaluator No. 3		Final Ranking
	Total Score	Rank	Total Score	Rank	Total Score	Rank	
Offeror A	95	1	93	1	91	1	1

<b>Evaluators:</b>
No. 1: Ryan Topasna, Data Processing Manager
No. 2: Noel Dela Cruz, Airport Police Supervisor
No. 3: Ralph Gutierrez, II, Management Analyst IV



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

**EXECUTIVE SUMMARY**

**REQUEST FOR PROPOSALS (RFP) NO. RFP-001-FY25**

**SECURITY ACCESS CONTROL SYSTEM (SACS)  
MANAGEMENT AND INFRASTRUCTURE SUPPORT SERVICES**

**June 3, 2025**

**Purpose**

Board action is requested to approve the ranking results for Request for Proposals (“RFP”) No. RFP-001-FY25, for Security Access Control System (“SACS”) Management and Infrastructure Support Services for the Antonio B. Won Pat International Airport, Guam (“GIAA”).

**Background**

The referenced RFP solicits interest from qualified firms and/or individuals to provide professional management and infrastructure operational technology (“OT”) support services for GIAA’s current SACS. The SACS is an assembly of the 3 major systems: Access Control, Badging and Closed-Circuit Television (CCTV) systems. Other SACS’s supporting components comprise of tow-gates, gate operators, automobile license recognition and other related devices. OT supports services are focused on configuration, maintenance, administration, security updates and other related tasks. The services are paramount to ensure the safety and efficiency of terminal operations at GIAA.

**Procurement Background**

The RFP was publicly announced in a local newspaper on March 25, April 1, 8, 17, and 29, 2025. The deadline to submit proposals was extended to May 5, 2025, at 4:00 p.m.

A total of seventeen (17) firms and/or individuals downloaded the RFP package, and three (3) firms submitted a proposal before the submission deadline.

**Proposal Evaluation and Selection**

The proposals were reviewed to determine responsiveness, that is, whether the offeror submitted all documents required by the RFP. All three offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations.

The Evaluation Committee appointed by the Executive Manager completed their evaluations of the proposal. As a result of the evaluations, it is determined that **Offeror C** met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

**Executive Summary**

RFP No. RFP-001-FY25

Security Access Control System (SACS) Management and Infrastructure Support Services

Page 2 of 2

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**Legal Review**

Upon Board approval of the ranking results, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

**Financial Review**

The Security Access Control System Management and Infrastructure Support Services will be funded under the Administration O & M budget.

The term of the agreement is for a period of three (3) years with two (2) additional up to one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

**Recommendation**

Management recommends that the Board approve the ranking results and the contract award to **Offeror C** subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law, Regulations and the RFP.



May 22, 2025

**MEMORANDUM**

**TO:** John M. Quinata  
**Executive Manager**

**FROM:** Kathrina Bayson  
**Supply Management Administrator**

**SUBJECT:** **Evaluation and Recommendation  
Security Access Control System (SACS) Management and Infrastructure Support Services  
RFP No. RFP-001-FY25**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to provide management and infrastructure support services for GIAA's current Security Access Control System ("SACS") for the the Antonio B. Won Pat International Airport, Guam ("GIAA").

The RFP was publicly announced in a local newspaper on March 25, April 1, 8, 17, and 29, 2025. The deadline to submit proposals was extended to May 5, 2025, at 4:00 p.m.

A total of seventeen (17) firms and/or individuals downloaded the RFP package, and three (3) firms submitted a proposal before the submission deadline.

**Proposal Review for Responsiveness**

The proposals were reviewed to determine responsiveness, that is, whether the offeror submitted all documents required by the RFP. All three offerors submitted the required documents and were determined to be responsive as outlined in the Guam Procurement Law and Regulations.

**Evaluation and Selection**

Pursuant to Section 10: Selection of Best Qualified Offeror and Proposal of Basic Information of the RFP, after receipt of the proposal, the GIAA Evaluation Committee conducted an independent evaluation based on the evaluation criteria set forth in the RFP.

The committee appointed by the Executive Manager to evaluate the proposals included the following individuals:

1. Juan Reyes, Jr., Air Terminal Manager
2. Ryan Topasna, Data Processing Manager
3. Noel Dela Cruz, Airport Police Supervisor
4. Timothy-Jed Dominguez, Computer Systems Analyst II

**Evaluation and Recommendation**

Request for Proposal No. RFP-001-FY25

Security Access Control System (SACS) Management and Infrastructure Support Services

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The committee completed their evaluation based on the evaluation criteria set forth in the RFP, and the scores were tabulated as reflected on the attached evaluation score summary. As a result, the proposals were ranked as follows:

1. Offeror C
2. Offeror A
3. Offeror B

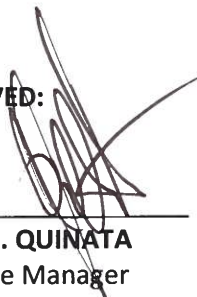
**Recommendation**

Offeror C is deemed to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to the best qualified offeror, **Offeror C**, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period of three (3) years with two (2) additional up to one (1) year options to renew at the sole discretion of GIAA, not to exceed a total term of five (5) years, subject to the availability of funding.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law, Regulations, and the RFP.

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

APPROVED:



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**JOHN M. QUINATA**  
Executive Manager



**KATHRINA O. BAYSON**

**Attachments**

cc: Procurement File



Antonio B. Won Pat International Airport Authority, Guam

**Evaluation Score Summary**

RFP NO. RFP-001-FY25

**SECURITY ACCESS CONTROL SYSTEM (SACS) MANAGEMENT AND INFRASTRUCTURE SUPPORT SERVICES**

OFFEROR	Evaluator No. 1		Evaluator No. 2		Evaluator No. 3		Evaluator No. 4		Final Ranking
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	
Offeror A	87	2	98	1	98	1	73	3	2
Offeror B	75	3	52	3	93	3	75	2	3
Offeror C	90	1	74	2	97	2	88	1	1

<b>Evaluators:</b>
No. 1: Juan Reyes, Jr., Air Terminal Manager
No. 2: Ryan Topasna, Data Processing Manager
No. 3: Noel Dela Cruz, Airport Police Supervisor
No. 4: Timothy-Jed Dominguez, Computer Systems Analyst II



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

**EXECUTIVE SUMMARY**

**REQUEST FOR PROPOSALS (RFP) NO. RFP-009-FY25**

**AIRPORT MICROGRID FEASIBILITY STUDY**

**June 3, 2025**

**Purpose**

Board action is requested to approve certain procurement action taken by management for Request for Proposals (RFP) No. RFP-009-FY25, for the Airport Microgrid Feasibility Study at the Antonio B. Won Pat International Airport, Guam (“GIAA”).

**Background**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to conduct a study on the feasibility of implementing a renewable energy microgrid system for the Antonio B. Won Pat International Airport, Guam (“GIAA”) to enhance energy resilience, reduce operational costs, and minimize environmental impact for the GIAA. This project will assess the viability, benefits, and challenges of integrating a self-sufficient microgrid that combines renewable energy generation and storage to support airport operations.

**Procurement Background**

The RFP was publicly announced in a local newspaper on April 8, 17, and May 1, 2025. The deadline to submit proposals was extended to May 14, 2025 at 4:00 p.m.

A total of twenty-five (25) firms and/or individuals downloaded the RFP package, and six (6) firms submitted a proposal.

**Proposal Evaluation and Selection**

The proposals were reviewed to determine responsiveness, that is, whether the offeror submitted all documents required by the RFP. Four (4) offerors were determined to be responsive as outlined in the Guam Procurement Law and Regulations. Two (2) offerors were nonresponsive due to the following reasons:

- Offeror E submitted a proposal via email in response to the RFP. Pursuant to Section 8 of Basic Information of the RFP, Offerors must provide one stamped original, five copies and one electronic file (.pdf format) of the proposal and must be submitted in a sealed package to the address stated on the RFP no later than the submission deadline. The proposal was found to be nonresponsive due to the failure to submit a proposal via sealed package to the address stated on the RFP and will therefore be rejected pursuant to 2 GAR Div. 4 §3115(e).

#### **Executive Summary**

RFP No. RFP-009-FY25

Airport Microgrid Feasibility Study

Page 2 of 2

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- Offeror F submitted a proposal in response to the RFP after the established submission deadline. Pursuant to Section 5 of General Terms and Conditions of the RFP, late proposals will not be accepted. The proposal was found to be nonresponsive due to the failure to submit a proposal prior to the submission deadline stated on the RFP and will therefore be rejected pursuant to 2 GAR Div. 4 §3109(k) and §3115(e).

The responsive proposals were evaluated and completed by the Evaluation Committee appointed by the Executive Manager. As a result of the evaluations, it was determined that **Offeror C** met the standards of responsibility and responsiveness to perform the required services in accordance with the criteria set forth in the RFP. The score sheets were gathered and tabulated by the Procurement Office.

#### **Legal Review**

Upon Board approval of the procurement action by management, subject to negotiation of fair and reasonable fees and terms of an agreement, the same will be forwarded to Legal Counsel for review and approval as to form.

#### **Financial Review**

The *Airport Microgrid Feasibility Study* will be funded under an FAA AIP grant, Federal Share is 90% and Sponsor Share 10%.

The term of the agreement is for a period of two (2) years with one (1) additional up to one (1) year option to renew at the sole discretion of GIAA, not to exceed a total term of three (3) years, subject to the availability of funding.

#### **Recommendation**

Management recommends that the Board approve the procurement action and the contract award to **Offeror C** subject to negotiation of fair and reasonable fees to be submitted at a time and in a format determined by GIAA.

If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law & Regulations and the RFP.



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WE'RE ON IT  
**24/7**

May 22, 2025

## **MEMORANDUM**

**TO:** John M. Quinata  
**Executive Manager**

**VIA:** Jean M. Arriola  
**Airport Services Manager**

**FROM:** Kathrina Bayson  
**Supply Management Administrator**

**SUBJECT:** **Evaluation and Recommendation**  
**Airport Microgrid Feasibility Study**  
**RFP No. RFP-009-FY25**

The referenced Request for Proposals (RFP) solicits interest from qualified firms and/or individuals to conduct a study on the feasibility of implementing a renewable energy microgrid system for the Antonio B. Won Pat International Airport, Guam ("GIAA").

The RFP was publicly announced in a local newspaper on April 8, 17, and May 1, 2025. The deadline to submit proposals was extended to May 14, 2025 at 4:00 p.m.

A total of twenty-five (25) firms and/or individuals downloaded the RFP package, and six (6) firms submitted a proposal.

### **Proposal Review for Responsiveness**

The proposals were reviewed to determine responsiveness, that is, whether the offeror submitted all documents required by the RFP. Four (4) offerors were determined to be responsive as outlined in the Guam Procurement Law and Regulations. Two (2) offerors were nonresponsive due to the following reasons:

- Offeror E submitted a proposal via email in response to the RFP. Pursuant to Section 8 of Basic Information of the RFP, Offerors must provide one stamped original, five copies and one electronic file (.pdf format) of the proposal and must be submitted in a sealed package to the address stated on the RFP no later than the submission deadline. The proposal was found to be nonresponsive due to the failure to submit a proposal via sealed package to the address stated on the RFP and will therefore be rejected pursuant to 2 GAR Div. 4 §3115(e).
- Offeror F submitted a proposal in response to the RFP after the established submission deadline. Pursuant to Section 5 of General Terms and Conditions of the RFP, late proposals will not be accepted. The proposal was found to be nonresponsive due to the failure to submit a proposal prior to the submission deadline stated on the RFP and will therefore be rejected pursuant to 2 GAR Div. 4 §3109(k) and §3115(e).



## **Evaluation and Selection**

Pursuant to Section 10: Selection of Best Qualified Offeror and Proposal of Basic Information of the RFP, after receipt of the proposals, the GIAA Evaluation Committee conducted an independent evaluation of the responsive proposals based on the evaluation criteria set forth in the RFP.

The committee appointed by the Executive Manager to evaluate the proposals included the following individuals:

1. Juan Reyes, Jr., Airport Terminal Manager
2. Kenneth McDonald, Properties and Facilities Superintendent
3. Antonio Laniog, Jr., Engineer Supervisor, Acting
4. Elpidio Antenor, Engineer III
5. Enrique Tambora, Airport Consultant

The committee completed their evaluation of the responsive proposals based on the evaluation criteria set forth in the RFP, and the scores were tabulated as reflected on the attached evaluation score summary. As a result, the proposals were ranked as follows:

1. Offeror C
2. Offeror A
3. Offeror D
4. Offeror B

## **Recommendation**

Offeror C is deemed to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Law & Regulations. Therefore, it is recommended to approve the ranking results and the contract award to the best qualified offeror, **Offeror C**, subject to negotiation of fair and reasonable fees. The term of the contract to be awarded is for a period of two (2) years with one (1) additional up to one (1) year option to renew at the sole discretion of GIAA, not to exceed a total term of three (3) years, subject to the availability of funding.

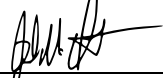
If GIAA is unable to negotiate a contract with the best qualified offeror, the Executive Manager or designee may enter into negotiations with the next most qualified offeror, consistent with the Guam Procurement Law, Regulations, and the RFP.

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



**KATHRINA O. BAYSON**

### **APPROVED:**



**JOHN M. QUINATA**  
Executive Manager

### **Attachments**

cc: Procurement File



Antonio B. Won Pat International Airport Authority, Guam

**Evaluation Score Summary**

RFP NO. RFP-009-FY25

**Airport Microgrid Feasibility Study**

OFFEROR	Evaluator No. 1		Evaluator No. 2		Evaluator No. 3		Evaluator No. 4		Evaluator No. 4		Final Ranking
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	
Offeror A	85	2	93	2	87	2	89	2	77	3	2
Offeror B	80	4	92	3	85	3	84	3	73	4	4
Offeror C	85	2	88	4	91	1	98	1	87	1	1
Offeror D	95	1	98	1	78	4	81	4	80	2	3

<b>Evaluators:</b>
No. 1: Juan Reyes, Jr., Airport Terminal Manager
No. 2: Kenneth McDonald, Properties and Facilities Superintendent
No. 3: Antonio Laniog, Jr., Engineer Supervisor, Acting
No. 4: Elpidio Antenor, Engineer III
No. 5: Enrique Tambora, Airport Consultant

**PROJECT: GIAA Terminal Aircraft Apron and Taxiway Rehabilitation - Construction**

**Project No.: GIAA-FY16-08-03**

**AIP No.: 3-66-0001-120**

**Contract No. GIAA-C23-001**

**Change Order No: 001**

In connection with Contract No. GIAA-C23-001, a construction contract between Sumitomo Mitsui Construction Co., Ltd. (herein after referred to as “Contractor”) and Antonio B. Won Pat International Airport Authority, Guam (herein after referred to as the “Authority”), dated October 20, 2023, to provide construction services for the GIAA Terminal Aircraft Apron and Taxiway Rehabilitation – Construction, Project No. GIAA-FY16-08-03, AIP No. 3-66-0001-120, the following change is ordered in accordance with Section 16.2 of the General Provisions.

**A. Descriptions and Cost of Additive Change Order No. 001**

Additive Change Order No. 001 consists of the following item:

**Item 1: Airside Planning Drawings (Updated Apron Marking Plans) and Glass Bead Application**

Revised pavement markings are as indicated in Airside Drawings AP-0.0, AP-4.1 to AP-4.17, and AP-5.

- a. Glass beads shall be applied to lead-in lines and gate designators only, excluding black paint.
- b. Painting of entire lead in line between Gates 13 through 18, including portions outside the apron repair areas shall be included.
- c. Repainting of traffic pattern markings between Gates 13 through 18 are not included.
- d. Eradication of existing paint to avoid “ghosting” effect is not required on apron. Painting over existing paint does not require complete removal of existing paint: clean existing surface to be repainted including waterblasting to remove loose or flaking paint, dust, dirt and other contaminants.
- e. Paint and glass bead application shall be as indicated in the contract specification P-620 Runway and Taxiway Marking.

Total Cost due for Item 1: \$ 310,547.64

Package B: \$ 162,967.14

Deductive: \$ 216,585.97

Additive: \$ 379,553.11

Package C:	\$ 124,824.78
Deductive:	\$ 395,249.19
Additive:	\$ 520,073.97

Package D:	\$ 22,755.72
Deductive:	\$ 33,918.95
Additive:	\$ 56,674.67

Time Extension for Item 1:                   48 Calendar Days

**B. Conditions:**

1. The aforementioned changes and works affected thereby are subject to all contract requirements and covenants;
2. The rights of A. B. Won Pat International Airport Authority, Guam are not prejudiced;
3. All claims against A. B. Won Pat International Airport Authority, Guam, which are incidental to, or as a consequence of the aforementioned changes, are satisfied in their entirety.

**C. Modification to the Contract**

- |                                                          |                   |
|----------------------------------------------------------|-------------------|
| 1. Original Contract Amount                              | \$ 41,766,022.35  |
| 2. Original Package A Amount                             | \$ 10,606,950.93  |
| 3. Original Package B Amount:                            | \$ 15,787,450.25  |
| 4. Original Package C Amount:                            | \$ 8,080,283.38   |
| 5. Original Package D Amount:                            | \$ 7,291,337.79   |
| 6. Change Order 1 Amount:                                | \$ 310,547.64     |
| 7. Revised Contract Amount Change Order 1:               | \$ 42,076,569.99  |
| 8. Original Contract Completion Date (Package B, C & D): | January 16, 2026  |
| 9. Original Contract Time (Package B, C & D):            | 550 Calendar Days |
| 10. Change Order 1 Time Extension (Package B, C & D):    | 48 Calendar Days  |
| 11. Revised Contract Time (Package B, C & D):            | 598 Calendar Days |
| 12. Revised Contract Completion Date (Package B, C & D): | March 05, 2026    |

**D. Justification for Change Order No. 001:**

**Item 1: Airside Planning Drawings (Updated Apron Marking Plans) and Glass Bead Application at apron lead-in lines and gate designators and at Taxiway pavement markings.**

The A. B. Won Pat International Airport Authority’s on-going “GIAA Terminal Aircraft Apron and Taxiway Rehabilitation Project” includes reconstruction and repairs of the terminal’s apron

areas. Current project scope includes repainting/restoration of the existing apron pavement markings which date back to the mid 90's.

An April 18, 2023 as-built survey drawings by Aero Systems Engineering (see Attachment 1) identified several improvements with updated apron markings as follows:

- Gate stop bars with identifying aircraft label(s)
- Operational safety zones
- Passenger loading bridge movement zones
- Passenger loading bridge stow zones
- Aircraft tail overhang (encroachment) in traffic pattern (vehicle service road)

With updated apron markings, the following can be realized:

- Accommodate the current fleet of aircraft ("common use") utilizing the terminal apron.
- Provide improved visual of swing limits of passenger loading bridges
- Enhanced operation safety of ground handlers
- Allow the new pavement marking layout to be implemented as this project progresses.

Change order amount excludes the impact of 48-day extension on extended overhead and general items not specifically listed above.

[SIGNATURES ON FOLLOWING PAGE]

In witness thereof, the parties have signed this Change Order No. 001 this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

A.B. Won Pat International Airport  
Authority, Guam  
(Contracting Officer)

Sumitomo-Mitsui Construction Co., Ltd.  
(Contractor)

By: \_\_\_\_\_  
John M. Quinata  
Executive Manager

By: \_\_\_\_\_  
Takeyuki Shiino  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFIED FUNDS AVAILABLE:

\_\_\_\_\_  
Dafne Mansapit Shimuzu  
Certifying Officer, GIAA  
Date: \_\_\_\_\_

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



**SPACE LEASE AGREEMENT  
(GIAA-PMLSE **XXX**)**

**FOR**

**HC-5 HANGAR FACILITY  
(BUILDING NO. 17-3404)**

**BY AND BETWEEN**

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

**AND**

**AERO MICRONESIA, INC.  
DBA ASIA PACIFIC AIRLINES**

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EXHIBIT A (Description of Premises)

EXHIBIT B (Rules & Regulations)

EXHIBIT C (Rent Schedule)

## SPACE LEASE AGREEMENT

### PREAMBLE

This **SPACE LEASE AGREEMENT** (“Lease”) is entered into effective \_\_\_\_\_, 2025, 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**” and **AERO MICRONESIA, INC. DBA ASIA PACIFIC AIRLINES**, whose mailing address is Post Office Box 24858 GMF Barrigada, Guam 96921 hereinafter referred to as “**LESSEE**.”

### RECITALS

**WHEREAS**, GIAA owns portions of the former Naval Air Station, now referred to as Tiyan, Guam, described as “Lot Naval Air Station Hagatna R10, (Airport Parcel 1),” Hagatna (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 29, 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 “Quitclaim Deed,” and incorporated herein by this reference; and

**WHEREAS**, GIAA has the right to lease areas within “Airport Parcel 1”; and

**WHEREAS**, LESSEE desires to lease property within “Airport Parcel 1,” more particularly described below for the uses and on the terms and conditions set forth in this Lease.

**WHEREAS**, LESSEE’s use of the property and the terms of lease set forth herein are subject to the terms of the Quitclaim Deed and supersedes any previous lease agreements for the subject Premises.

**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 of Premises. GIAA hereby leases to LESSEE for LESSEE’s exclusive use, and LESSEE hereby accepts the following described real property, hereafter called the “Premises”:

HC-5 Hangar Facility also known as Building 17-3404, encompassing a total of **51,600 square feet** of building space, as depicted in the attached GIAA drawing and incorporated herein as 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 as may be required for airport security by 49 CFR Part 1542 and GIAA’s Airport Security Plan (“ASP”). GIAA reserves the right 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. Airport Access. Subject to the terms, conditions and covenants of this Agreement, LESSEE shall also be entitled to use, on a non-exclusive basis, public areas of the Airport (as defined herein), and runways, taxiways, aprons, lighting, navigation aids, and other facilities necessary for the operation of

aircraft.

§1.04. 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.

§1.05. 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.

§1.06. Quiet Enjoyment. 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.

§1.07. 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. 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.

§1.08. Termination of Lease 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 Lease upon a determination by GIAA that the Premises are needed for Airport construction or development, other than to accommodate or relocate another airline. In the event that Airport construction or development necessitates termination of this Lease and the acquisition of LESSEE's interest in the Premises, LESSEE shall surrender the Premises to GIAA within one hundred and fifty (150) days from receipt of GIAA's written notice of its intent to terminate the Lease and acquire LESSEE's interest in the Premises. GIAA shall use its best efforts to provide LESSEE with replacement premises at the Airport at the rates not to exceed those provided in this Lease. Furthermore, relocation benefits shall be paid by GIAA and LESSEE in the manner required by applicable governmental requirements.

In consideration of LESSEE's surrender of the Premises, LESSEE shall receive, as complete compensation for LESSEE's interest in the Premises and LESSEE's improvements thereto, a sum of money equivalent to the fair value of any improvements of LESSEE acquired by GIAA. Determination of the fair value of the improvements shall be made by the appraisal method known as the "market comparison approach." The appraisal method known as "income approach" shall not be used in the valuation of the improvements.

The Parties further agree that the fair rental value of the Premises shall be deemed to be equivalent

to the rent reserved in this Lease, throughout the Term of any extended period, as provided for in Article 4, plus the value of any improvements made by LESSEE.

§1.09 Weight Limitation. LESSEE hereby specifically acknowledges that the Airport taxi lanes, taxiways, ramps and aprons are stressed from maximum gross weights. LESSEE shall be responsible for all damage or destruction caused by utilization of Airport taxi lanes, taxiways, ramps and aprons by aircraft or vehicles operated by LESSEE or its licensees or invitees in excess of the maximum gross weights. GIAA certifies that the above-reference paved areas are all adequately stressed for B-747 aircraft.

§1.10. Emergency Use of Hangar Facility. GIAA reserves the right to enter the Premises upon reasonable advance notice to LESSEE, if possible, in the event of an imminent windstorm exceeding, or likely to exceed, seventy-five (75) miles per hour for the purpose of temporarily securing aircraft within the Premises if space is available. GIAA agrees to indemnify and hold LESSEE harmless from and against any and all suits, claims, demands or actions, liabilities, judgments, costs and reasonable attorneys' fees arising out of or in any way predicated upon personal injury, death, property damage or environmental impacts and damages resulting from GIAA's use of the Premises pursuant to this Section. Such emergency use will terminate as soon as reasonably possible. GIAA will be fully responsible for the movement of all aircraft into and from the Premises.

## **ARTICLE 2 USE OF PREMISES**

§2.01. Use. The Premises are to be used by LESSEE solely for aeronautical use of the hangar and office/workshop space, and for no other purpose without the prior written consent of GIAA, in its sole discretion. Such consent will be withheld whenever the proposed use or purpose is not permitted under the terms of the Deed. Use of the Premises for non-aeronautical and/or non-aviation purpose without the consent of the LESSOR is strictly prohibited.

§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 Federal Aviation Administration ("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 term, of this Lease.

§2.05. Fueling Operations. LESSEE shall not permit any aircraft to be fueled on the Premises except by a licensee approved by GIAA.

§2.06. Limitations on Signage. Without the prior, written approval of GIAA, 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 GIAA standards. If GIAA has not given approval for said signage within five (5) days of receipt of written notice by GIAA, 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.

§2.07. 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.

§2.08. 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 Lease may be terminated by either party upon thirty (30) days written notice.

§2.09. 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 shall be solely responsible for all utilities, janitorial services, and maintenance and repair of the Premises. GIAA shall be responsible for all grounds maintenance surrounding the Premises. LESSEE by application to the utility agencies will cause the Premises to be separately and independently metered, and will bear all costs 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.

§3.02. Drainage Systems. LESSEE acknowledges that, due to the environmental conditions in and around the Premises, GIAA may be unable to obtain new or to assume existing permits for storm water drainage into the existing drains and underground injection control wells (UICs), including National Pollutant Discharge Elimination System (NPDES) and UIC well permits, or for wastewater discharges into the sanitary sewer system or other approved facility. It is expressly understood that although GIAA will utilize its best efforts to obtain new or assume existing permits, GIAA in no way warrants the continued availability of existing storm water or wastewater drainage facilities, or of any governmental permits or approvals for the use of such facilities. In the event GIAA does not obtain any new or assume existing permits for any such facilities required by LESSEE, LESSEE's sole remedy will be to terminate this

agreement without cost or penalty to GIAA, whereupon all unused advanced rental payments except with regard to costs of abatement of Asbestos Containing Materials (ACMs) and Lead-Based Paints (LBPs) and any unamortized cost of capital improvement will be rebated.

#### **ARTICLE 4 TERM OF LEASE**

§4.01. Term. The term of this Lease shall be for a period of five (5) years commencing on **July 1, 2025 and expiring on June 30, 2030**, unless sooner terminated in accordance with the provisions of this Lease.

§4.02. Subject to Quitclaim Deed. LESSEE understands and acknowledges that this Lease 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 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. Commencing on the first day of the term hereof, LESSEE shall pay monthly, 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, rent as set forth in the Rent Schedule (attached as Exhibit C).

§5.01.01. The monthly sum set forth in the Rent Schedule (attached as Exhibit C) includes an annual rental rate escalation of 5% for each year after the initial year of the Agreement.

§5.02. Credit for Improvements to Premises. No credit shall be allowed to LESSEE for improvements it may make to the Premises.

§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 Lease, 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 Lease 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 96931**

§5.06. Security Deposit. Upon execution of this Lease, LESSEE shall provide GIAA with the sum of **\$40,000.00** 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. If LESSEE is in default of the terms of this Lease Agreement,

GIAA can use the security deposit, or any portion of it, to cure the default or to compensate GIAA for all damage sustained by GIAA resulting from LESSEE's default. LESSEE shall on demand pay a sum equal to the portion of the security deposit expended or applied by GIAA as provided in this Section so as to maintain the security deposit in the sum initially deposited with GIAA. If LESSEE is not in default at the expiration or termination of this Lease, GIAA shall return the security deposit to LESSEE within thirty (30) days. GIAA's obligations with respect to the security are that of a debtor and not a trustee. GIAA can maintain the security deposit separate from GIAA's general fund or can commingle the security deposit with GIAA's general and other funds. GIAA shall not be required to pay LESSEE interest on the security deposit.

§5.07. Delinquencies. In addition to any other remedy available to GIAA, LESSEE shall pay as additional rental a delinquency charge on all sums not paid within sixty (60) days after such sums are due and payable to GIAA by LESSEE, at the rate of eighteen percent (18%) per annum. The delinquency charge will commence sixty (60) days after each payment is due and continue to accrue until all sums due and delinquency charges are fully paid.

## **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 pertaining or relating to the Premises, and shall indemnify and save GIAA harmless from and against any and all claims, actions, damages, costs, attorneys' 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. GIAA shall not be liable for any latent or patent defects in the Premises. LESSEE further acknowledges that GIAA has 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 IMPROVEMENTS, MAINTENANCE AND REPAIR**

§8.01. LESSEE, at its sole cost and expense, shall be responsible for all improvements, maintenance, and repairs to the Premises, including, but not limited to, the following:

§8.01.01 Improvements. All improvements to the Premises shall be the sole responsibility of the LESSEE, including, but not limited to, the proposed improvements listed on the attached **Exhibit D** of this Agreement and those that become permanent fixtures on the Premises. LESSEE shall obtain all necessary permits and comply with applicable laws and regulations for such improvements.

§8.01.02 Maintenance. LESSEE shall maintain the Premises in good order, repair and condition, including, but not limited to, routine maintenance of floors, walls, ceilings and other parts of the Premises damaged or worn out through normal occupancy. LESSEE shall also be responsible for maintaining all improvements and, fixtures within the Premises, and the existing Generator equipment and shed.

§8.01.03 Repairs. LESSEE shall be responsible for all repairs to the Premises, whether ordinary or extraordinary, foreseen or unforeseen; and shall ensure that all repairs are completed promptly and in a workmanlike manner, to include the existing Generator equipment and shed.

§8.02. GIAA shall have no obligation to contribute to or maintain and repair any of the improvements, and the existing Generator equipment and shed. These shall be at LESSEE's sole risk and responsibility, and shall not create any obligation or liability on the part of GIAA to reimburse LESSEE, or otherwise compensate, for such improvements. LESSEE shall not make any improvements on or to the Premises without first obtaining the prior written consent of GIAA, to include the submission of a GIAA Application for Work Authorization (AWA) with corresponding Scope of Work, layout plans for all improvements on or to the Premises.

## **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, 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 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, MODIFICATIONS AND INSTALLATIONS**

§10.01. Prior Consent Required. LESSEE shall not make any alterations, additions, modifications or installations on or to the Premises without first obtaining the prior written consent of GIAA. Such consent shall be at the sole discretion of GIAA and 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 and installations shall be made at the sole cost and expense of LESSEE and 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 GIAA 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.

§10.03. Security Fences and Gates. If any part of the Premises, or the improvements thereon, are

located within or have any access to the Airport Operations Area (AOA) as defined in Part V of the ASP, LESSEE shall provide all materials and labor, at its sole cost, necessary to comply with the security and access control requirements of the ASP and FAR Part 107 (Airport Security). LESSEE shall pay for the additional gates, doors and other improvements required for access by LESSEE and its employees, business invitees, or others to the AOA. If required by the FAA, LESSEE shall install at all security gates or doors on the Premises: (a) communication devices which shall be connected to the Airport phone system; (b) an entry card system approved by GIAA pursuant to the ASP submitted to and approved by the FAA; or (c) other acceptable security improvements to satisfy the aforementioned requirements. Any alteration of the communication devices or entry card system, which may be necessitated by a change in GIAA or FAA requirements, shall be met at the expense of LESSEE.

## **ARTICLE 11 INDEMNIFICATION BY LESSEE**

§11.01. No Liability. 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 §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 Article 16) 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 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**

§12.01. LESSEE's Insurance. During the entire period this Lease shall be in effect, LESSEE shall maintain 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, 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 one hundred percent (100%) 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 Lease 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. The minimum limits of liability required herein may be adjusted by GIAA on written notice to LESSEE. Upon any such adjustment, LESSEE shall deliver or cause updated policies reflecting such adjustment to be delivered promptly to both the UNITED STATES and GIAA within 30 days of receipt of such notice, and such updated policy shall be in compliance with this Article 12.

§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.

12.04. Rating. All policies shall be provided by insurance carriers licensed to conduct business on Guam and having a financial rating of at least A (Excellent) by A.M. Best, or Aa3 (Excellent) by Moody's, or AA (Strong) by Standard & Poors.

### **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. Neither LESSEE nor any other person or entity which at any time, with proper authorization, uses or occupies all or any part of the Premises or holds any interest in this Lease with respect thereto that was acquired directly or indirectly from LESSEE, including, without limitation, any subtenant or assignee of any tier, as well as any person or entity acquiring any interest of LESSEE or of any other person or entity under this Lease through any foreclosure sale or conveyance in lieu thereof (collectively, "Permitted Occupant"), shall directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge, or otherwise transfer or hypothecate all or any part of its interest in, or rights with respect to, the Premises or its leasehold or sub-leasehold estate, or permit all or any portions of the Premises to be occupied by anyone other than itself or sublet all or any portion of the Premises, without GIAA's prior written consent in each instance, which consent shall not be unreasonably withheld by GIAA. Each Permitted Occupant's interest shall consist only of the right to use and occupy the Premises, or the portion thereof covered by a sublease, for its own purposes, subject to the provisions of this Lease Agreement, during the term of its interest. Any assignment, encumbrance, or sublease without GIAA's prior written consent shall be voidable by GIAA and, at GIAA's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a future waiver of the provisions of this §15.01. **LESSEE shall provide GIAA copies of completed (non-redacted), fully executed subleases upon the executed date, to include renewals and updated subleases. LESSEE shall remain liable under the Lease, regardless of any sublease or assignment of the Lease.**

§15.01.01. Bailments Permitted. Notwithstanding §15.01 of this Lease, LESSEE may take possession of, care for, maintain, store, or park on an overnight or longer term basis, airplanes, and helicopters. The owners or lessors of planes or helicopters entrusted to LESSEE shall not be subject to the provisions of §§ 15.04 and §15.05 below, except that owners and lessors of planes and helicopters shall be liable to GIAA for tariffs and charges for landing fees, customs fees, parking fees and all other airport fees related directly to its use of GIAA facilities, other than the Premises, and for damage caused by the intentional or negligent operation of the aircraft.

§15.01.02. Assignment of Rent. LESSEE immediately and irrevocably assigns to GIAA all rent from any subletting of all or a part of the Premises permitted by the Lease, except that, until the occurrence of any act of default by LESSEE, LESSEE shall have the right to collect such rent.

§15.01.03. One Authorized Assignment. Notwithstanding §15.02, LESSEE shall be entitled to assign this Lease once to a corporation or limited liability company or limited liability partnership, duly organized under the laws of Guam and owned at least 51% by LESSEE, without the consent of GIAA.

§15.02. Unauthorized Assignment. No interest of LESSEE in this Lease shall be assignable by operation of law including, without limitation, the transfer of this Lease by dissolution. Each of the following acts shall be considered an unauthorized assignment:

§15.02.01. Bankruptcy. Subject to the provisions of Section 21, if LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, institutes a proceeding under Federal, State, or Territorial bankruptcy laws in which LESSEE is the bankrupt, or an involuntary petition is filed and remains pending for more than twenty (20) days under said laws in which LESSEE is the bankrupt.

§15.02.02. Attachment. If a writ of attachment or execution is levied on this Lease Agreement.

§15.02.03. Receiver. If, in any proceeding or action to which LESSEE is a party, a receiver is appointed with authority to take possession of the Premises.

§15.03. Default. An unauthorized assignment shall constitute a default by LESSEE, and GIAA shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of LESSEE in any bankruptcy, receivership, attachment or other such proceeding.

§15.04. Assignment Not Release. No consent by GIAA to any assignment or sub-lease by LESSEE or other Permitted Occupant shall relieve LESSEE or other Permitted Occupant of any obligation to be performed by LESSEE or such Permitted Occupant under this Lease Agreement, whether arising before or after the assignment or sub-lease, including, without limitation, the obligation to obtain GIAA's express written consent to any other assignment or sub-lease. Any assignment or sub-lease that is not in compliance with this Article shall be voidable by GIAA and, at the option of GIAA, shall constitute a material default by LESSEE under this Lease Agreement. The acceptance of any rent by GIAA from a proposed Permitted Occupant shall not constitute consent by GIAA to any assignment or sub-lease to, or recognition of, any Permitted Occupant, or a waiver by GIAA of any failure of LESSEE or other Permitted Occupant, to comply with this Article.

§15.05. Joint and Several Obligations. Each Permitted Occupant, other than GIAA, shall assume all obligations of LESSEE under this Lease and shall be and remain liable jointly and severally with LESSEE for the payment of rent and the performance of all of the terms, covenants, conditions, and agreements herein contained on LESSEE'S part to be performed for the term of this Lease, LESSEE or other Permitted Occupant shall reimburse GIAA on demand for any costs that may be incurred by GIAA in connection with any proposed assignment or sub-lease, including, without limitation, the costs of investigating the acceptability of the proposed transferee and the legal costs incurred in connection with the granting of any requested consent. The Permitted Occupant shall indemnify, defend, and hold harmless GIAA against and from any and all losses, liabilities, damages, costs, and expenses, including, without limitation, reasonable attorney's fees and disbursements, resulting from any claims that may be made against GIAA by the proposed transferee, unless LESSEE, but for the transfer, would have had such a claim in its own right.

## **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 Hagatna 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 Hagatna 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 Hagatna 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 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 Hagatna 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 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 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 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 16.09 and 16.10, 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 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. 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 16.14, "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. 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 has 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 above, 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 therefore.

§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 Lease 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 Lease, 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 of 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 the following Federal Aviation Administration Required Provisions:

- A. Civil Rights – General. LESSEE agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LESSEE transfers its obligation to another, the transferee is obligated in the same manner as LESSEE.

This provision obligates LESSEE for the period during which the Premises is owned, used or possessed by LESSEE and GIAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.

1. Compliance with Regulations: LESSEE (hereinafter include consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: LESSEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LESSEE of LESSEE's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by GIAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities instructions. Where any information required of LESSEE is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to GIAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of LESSEE's noncompliance with the non-discrimination provisions of this contract, Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including but not limited to:
  - (a) Withholding payments to LESSEE under the Agreement until LESSEE complies; and/ or
  - (b) Cancelling, terminating or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions: LESSEE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. LESSEE will take action with respect to any subcontract or procurement as GIAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LESSEE may request GIAA to enter into any litigation to protect the interests of GIAA. In addition, LESSEE may request the United States to enter into the litigation to protect the interest of the United States.
7. Civil Rights- Title VI Clauses for Use/Access to Real Property. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration herof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in , denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Airport, (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, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that LESSEE will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, GIAA will have the right to terminate the Agreement and to enter or re-enter and reposses said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

- C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Permit, LESSEE, for itself, its assignees, and successors in interest (hereinafter refered to as "LESSEE") agrees to comply with the following non-discriminatio statutes and authorities; including but not limited to:
  1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  2. 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);
  3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123). as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- D. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

§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 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 Lease 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 Post Office Box 8770 Tamuning, Guam 96931	LESSEE:	President Aero Micronesia Inc., dba Asia Pacific Airlines Post Office Box 24858 GMF Barrigada, Guam 96921
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### **ARTICLE 24 LABOR PROVISIONS**

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

§24.04.01. 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 §24.01.01 through §24.01.06 and this paragraph §24.01.07 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 GIAA 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 Lease; except as otherwise provided herein, LESSEE shall not be entitled to terminate this Lease by reason thereof, unless the exercise of such power shall interfere with LESSEE's rights hereunder so as to constitute a termination of this Lease 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 Lease 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 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation), Part 23 (Participation by Disadvantaged Minority Business Enterprises in Airport Concessions) and Part 27 (Nondiscrimination on the Basis of Handicap and Programs and Activities Receiving Federal Financial 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 Department of Transportation), Part 23 (Participation by Minority Business Enterprises in Airport Concessions) and Part 27 (Nondiscrimination on the Basis of Handicap and Programs and Activities Receiving Federal Financial 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 Lease. In good faith and with due diligence, LESSEE may contest any such taxes or governmental charges.

§25.05. Nondiscrimination in Rates. Pursuant to Section A(5)(b) of the Deed, any person, firm or corporation, who 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 Lease 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 §1000, Title 1 GCA.

§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 Lease.

§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 GIAA retains an attorney or attorneys to enforce any of the provisions of this Lease, or to protect its interest in any matter arising under this Lease, or to recover damages for the breach thereof, or GIAA commences an action for any of the foregoing reasons or to resolve any dispute relating to this Lease, and GIAA prevails, then GIAA shall be entitled to recover from the LESSEE GIAA's reasonable attorneys' fees, costs and expenses incurred in connection with any such action. If the LESSEE retains an attorney or attorneys regarding this Lease, any recovery of attorneys' fees, costs or expenses from GIAA by the LESSEE is limited by and subject to the Government Claims Act and any other applicable law.

§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), Hagatna, 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. 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.

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

§27.15.08.06. 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.

§27.15.08.07. 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.

§27.15.08.08. 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 broom clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

§27.15.08.09. 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.

§27.15.08.10. 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).

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

§27.15.08.12. Lien. A charge imposed on the Premises by someone other than GIAA, by which the Premises are security for the performance of an act.

§27.15.08.13. Maintenance. Repairs, replacement, repainting, and cleaning.

§27.15.08.14. 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.

§27.15.08.15. 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.

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

§27.15.08.17. Restoration. The reconstruction, rebuilding, rehabilitation, and repairs which 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.

§27.15.08.18. 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.

§27.15.08.19. 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).

§27.15.08.20. 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.

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

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

§27.15.08.23. Termination. The ending of the term for any reason before expiration, as defined in §27.15.08.07.

§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. The parties to this Lease Agreement agree to the exclusive jurisdiction of the courts of Guam of

any lawsuit involving this Lease Agreement and hereby waive their right to contest such jurisdiction. This provision shall not be construed as a waiver of GIAA's rights under the Government Claims Act, which shall govern all disputes of this Lease Agreement in the instance.

§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.

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

**GIAA:**  
**ANTONIO B. WON PAT**  
**INTERNATIONAL AIRPORT**  
**AUTHORITY, GUAM**

**LESSEE:**  
**AERO MICRONESIA, INC.,**  
**DBA ASIA PACIFIC AIRLINES**

By: \_\_\_\_\_  
**JOHN M. QUINATA**  
Executive Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONCURRED:**  
**ANTONIO B. WON PAT**  
**INTERNATIONAL AIRPORT**  
**AUTHORITY, GUAM**

**ATTESTED:**  
**AERO MICRONESIA, INC.,**  
**DBA ASIA PACIFIC AIRLINES**

By: \_\_\_\_\_  
**BRIAN J. BAMBA**  
Chairman  
Date: \_\_\_\_\_

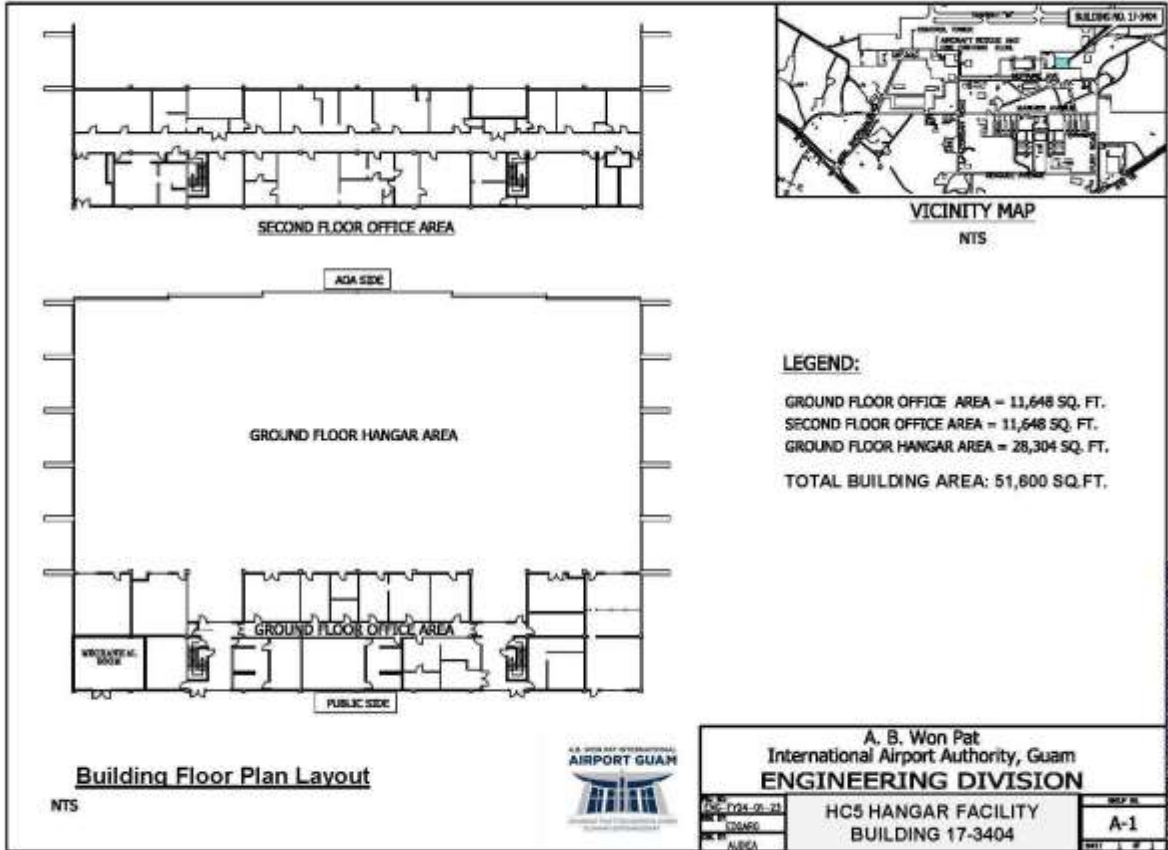
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
**ARRIOLA LAW FIRM**

By: \_\_\_\_\_  
**ANITA ARRIOLA**  
GIAA Legal Counsel  
Date: \_\_\_\_\_

# EXHIBIT A

## HC5 HANGAR FACILITY (BLDG. 17-3404) NEPTUNE AVENUE, TIYAN



## **EXHIBIT B**

### **RULES & REGULATIONS**

#### **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) keys for any door lock 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 Landlord, 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 Furniture**

§ 6. No furniture, freight, or equipment of any kind shall be brought into or removed from the Premises without the consent of Landlord or Landlord's agent; and all moving of the same, into or out of the Premises, 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 Premises, and also the times and manner of moving the same in and out of the Premises. 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 Premises 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 Premises 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 Premises.

### **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 § 2.07 thereof.

**Initial:**

**LANDLORD:** \_\_\_\_\_

**TENANT:** \_\_\_\_\_

**EXHIBIT C**

**AERO MICRONESIA, INC.,  
DBA ASIA PACIFIC AIRLINES**

**HC5 HANGAR FACILITY (BLDG. 17-3404)  
51,600 SQUARE FEET**

**RENT SCHEDULE**

<b>Lease Period</b>	<b>Rate (psfpm)</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
July 1, 2025 – August 31, 2025	\$0.47	\$24,157.00	\$48,314.00
September 1, 2025 - June 30, 2026	\$0.75	\$38,700.00	\$387,000.00
July 1, 2026 – June 30, 2027	\$0.79	\$40,764.00	\$489,168.00
July 1, 2027 – June 30, 2028	\$0.83	\$42,828.00	\$513,936.00
July 1, 2028 – June 30, 2029	\$0.87	\$44,892.00	\$538,704.00
July 1, 2029 – June 30, 2030	\$0.91	\$46,956.00	\$563,472.00
		<b>TOTAL</b>	<b>\$2,540,594.00</b>

**EXHIBIT D**

**PROPOSED IMPROVEMENTS**

ASIA PACIFIC AIRLINES  
355 Chalan Pasaheru  
Tamuning, Guam 96913

Zar Atalig

HANGER ESTIMATE: PHASE 1  
(Project can slide due to  
availability of materials or labor.)

ITEMS	QUANTITY	PRICE	AMOUNT
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<b>GENERAL OFFICE RENOVATIONS</b>	1	\$169,800.00	\$169,800.00
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Supply of labor and materials to renovate ground floor and second floor offices including the following:

**Carpet Removal and Restoration.**

Remove unusable carpet flooring, clean and restore carpets that will not be removed.

**Floor Tiles Installation.**

Install vinyl tiles over existing tiles.

**Interior Painting.**

Clean and scrape of all peeling paint.  
Smooth rough surfaces and apply primer when necessary.  
One final coat of interior paint.

**Toilet and Restrooms Repairs.**

Clean toilets and shower areas.  
Check and repair for all leaks, plumbing and sanitary issues.  
Replace damaged plumbing and sanitary fixtures.

**Office Doors Repair and Glass Installation.**

Repair all doors hardware.  
Make a 24" x 12" opening and install a fixed glass opening.

**AIRCONDITIONING UNITS.**

Install 2 new 61K BTU Indoor and Outdoor Units.  
Repair ducting and air diffusers to serve to all offices.

**Electrical Works.**

Replace all busted lights.  
Replace all damaged light Fixtures.

**Baseboard Installation**

**DUCT INSPECTION AND MAINTENANCE**

1      \$75,665.00      \$75,665.00

Inspect all ducts for damages. Assess for damage and repairs.  
Cleaning methods used will incorporate the use of vacuum collection devices that are operated continuously during cleaning.  
All registers, grills, and diffusers will be disassembled, contact cleaned and reassembled.

Air handler units. Areas to be cleaned include blowers, fan housings, scrolls, blades, and assemblies. Coils and related components will also be cleaned in place.

**ROOF LEAK REPAIRS**

1      \$88,558.00      \$88,558.00

Inspect entire roof for leaks and cracks.  
Pressure wash entire roof.  
Repair cracks with concrete epoxy.  
Repair damaged asphalt waterproofing.

**Fire Extinguishing System Assessment**

1

(Requires Site Visit)

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Subtotal:      \$334,023.00

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TOTAL      \$334,023.00

ASIA PACIFIC AIRLINES  
 355 Chalan Pasaheru  
 Tamuning, Guam 96913

Zar Atalig

HANGER ESTIMATE: PHASE 2  
 (Project can slide due to  
 availability of materials or labor.)

ITEMS	QUANTITY	PRICE	AMOUNT
<b>MECHANICAL HOIST</b> Remove and replace one mechanical hoist of the hangar	1	\$26,177.00	\$26,177.00
<b>HANGER DOOR REPAIR - Titan Drive System.</b>  Supply and Install of Titan 2000 DUAL Drive System for the existing hangar door system measuring approximately 245' wide x 45' high, consisting of 6 leaves, and moving Bi-Parting (3 RH and 3 LH). Titans would be mounted to the exterior leading and trailing edges of the 2 center drive doors. Included with the Titan Drive System are the following components. A. Two (2) Pre-Wired Electrical Control Panels B. Four (4) Pre-Assembled Titan 2000 2HP Electric Operators C. Electrical Components D. Door Pick-ups		\$139,800.00	\$139,800.00
<b>HANGER FLOOR ASSESSMENT / MATERIAL ACQUISITION</b>		\$100,000.00	\$ 100,000.00
		Total:	\$265,977.00

ASIA PACIFIC AIRLINES  
355 Chalan Pasaheru  
Tamuning, Guam 96913

Zar Atalig

HANGER ESTIMATE: PHASE 3  
(Project can slide due to  
availabilty of materials or labor.)

ITEMS	QUANTITY	PRICE	AMOUNT
<b>EXTERIR PAINTING</b>	1	\$ 185,000.00	\$185,000.00
Exterior Painting on Three(3) Exterior sides of the hangar including: Pressure Washing. Scraping of damaged painting. Repair cracks, if any. One Coat of Primer. Two Coats of Exterior Paint.			
		Subtotal:	\$ 185,000.00
		GRT GU 5%	\$ 9,250.00
		<b>TOTAL</b>	<b>\$194,250.00</b>

ASIA PACIFIC AIRLINES  
355 Chalan Pasaheru  
Tamuning, Guam 96913

Zar Atalig

HANGER ESTIMATE: PHASE 4  
(Project can slide due to  
availabilty of materials or labor.)

ITEMS	QUANTITY	PRICE	AMOUNT
<b>HANGER FLOOR REPAIR</b> Pressure wash entire hangar floor. Strip off loose and concrete spalls. Top off and smooth damaged concrete. Apply one coat clear concrete sealer to entire floor.	1	\$ 265,550.00	\$265,550.00
<b>AC UNIT INSTALLATION</b> Installation of two (2) 61k BTU Split Ducted type AC Units (Lennox Brand Indoor and Outdoor Unit) Connect to Power and Install Disconnect Switch	2	\$ 41,500.00	\$ 83,000.00
			Subtotal: \$348,550.00
			GRT GU 5% \$ 13,277.50
			<b>TOTAL \$361,827.50</b>

**GIAA BOARD OF DIRECTORS  
REGULAR MEETING – JUNE 3, 2025  
Executive Summary**

**AERO MICRONESIA, INC., dba ASIA PACIFIC AIRLINES  
HC5 HANGAR FACILITY SPACE LEASE**

**Purpose**

To approve the Space Lease Agreement between Aero Micronesia, Inc., dba Asia Pacific Airlines and GIAA for the lease of HC5 Hangar Facility, also known as Bldg. 17-3404. This facility encompasses approximately 51,600 square feet of hangar and office space located at Neptune Avenue, South Tiyan, Airport Parcel 1.

**Background**

Asia Pacific Airlines (APA), the westernmost FAA Part 121 Supplemental all cargo carrier, was formed in 1998 to serve much needed all-cargo services to Micronesia and the Western Pacific. Headquartered in Guam (and a base in Honolulu), APA now serves the Pacific region by providing scheduled and as-needed jet cargo charter services. APA's current fleet consist of three (3) Boeing 757 with plans to add a 767 and 747 in the near future. Today, APA leases 7,016 square feet of space at the Yellow Cargo Bldg. and continues to be great business partners with GIAA and the community. As a subsidiary of Tan Holdings, APA has access to a wide range of resources and expertise which enables them to provide the highest quality service to their customer base, whether shipping cargo within the Pacific region or to destinations in the continental United States or Asia.

APA responded to GIAA's Notice to Solicit Interest (posted on September 6, 2024) and Request for Proposal (RFP No. RFP-L01-FY25, issued on December 6, 2024), for the lease of hangar and office space at the HC5 Hangar Facility (aka Bldg. 17-3404), located on Neptune Avenue, South Tiyan, Barrigada. APA was selected as the highest ranked offeror by the Board of Directors at its meeting of February 26, 2025, subject to lease negotiations. The key lease terms and conditions, along with APA's commitment to accommodate the existing tenants with existing or proposed aeronautical activity to be conducted at the hangar facility, include the following:

Lease Term: 5 years commencing no later than July 1, 2025

Rental Rate: \$0.75 psfpm with 5% escalation each subsequent year

Tenant Improvements: \$600k to include hangar doors, roof repairs, office renovation, etc.

Utilities/Maintenance/Repairs: Tenant responsibility

**Legal Review**

The GIAA Property Management staff has prepared a Space Lease Agreement consistent with lease negotiation terms and conditions. Upon approval by the Board of Directors, the Space Lease

Agreement will be forwarded to GIAA's Legal Counsel for review and approval.

**Financial Review**

The estimated 5-year revenue from the Space Lease agreement will be \$2,540,594.00. The current monthly rent will increase from \$24,157.00 per month to \$38,700.00 (an increase of \$14,543.00 per month). In addition, APA has committed to no less than \$600,000.00 in capital improvement contributions to the hangar facility, allocated over 5 years.

**Recommendations**

Management recommends to approve the Space Lease Agreement between Aero Micronesia, Inc., dba Asia Pacific Airlines and GIAA for the lease of HC5 Hangar Facility, for a period of 5 years commencing no later than July 1, 2025.

-----Nothing Follows -----

**EXECUTIVE MANAGER'S REPORT  
GIAA BOARD OF DIRECTORS MEETING  
June 3, 2025**

**PASSENGER FLIGHT NETWORK: JUNE 2025**

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
United Airlines	HNL	UA201/200	1805/0715	Daily
	HND	UA849/848	0420/1900	Daily
	NRT	UA827/UA873	1545/1700	Daily
		UA197/196	2145/1230	Daily
		UA841/UA840	2240/1205	Daily
		UA865/UA864	2140/1300	M,W,F, Sat/Tu,Thu,Sat, Sun
	SPN	UA076/UA174	1035/0800	Daily
	MNL	UA184/UA183	0420/1915	Mon,Tue, Thur,Fri, Sun/Daily
	KIX	UA150/UA151	1545/0715	Daily
	TPE	UA166/UA165	1630/0715	Wed, Sat (ETA at 1700 on Sat.)
	NGO	UA136/UA137	1610/0730	Mon, Tue, Thu, Fri & Sun
	PNI	UA176/UA176	0335+1/2025	Sunday
	ROR	UA158/UA157	0510/2345	Mon,Tue, Thu & Fri/ Mon, Wed, Thu & Sun
		UA192 & UA184/UA193	0625/1900	Wed, Sat (UA184 ETA 0535)/Tue, Fri

AIRLINE	ROUTE	FLIGHT # (Arriving/Departing)	ETA/ETD	OPERATING DAYS (ORIGINATING/DEPARTING GUAM)
United Airlines	TKK	UA132/UA133	1650/0920	Thu & Sun/Wed & Sat. Note: Thursday ETA 1755 and Wednesday ETD 0800
		UA154/UA155	1815/0755	Tue & Fri/Mon & Thu
	Yap	UA186/UA185	0400/2335	Wed & Sun./Tue & Sat
Japan Airlines	NRT	JL941/JL942	1440/1640	Daily
Jeju Airlines	ICN	7C3101/3102	1605/1710	Daily
Korean Air	ICN	KE421/KE422	1515/1700	Daily
		KE423/424	0010/0155	Daily
Jin Air	ICN	LJ913/LJ914	1445/1545	Daily
		PUS	LJ921/LJ922	0200/0300
Philippine Airlines	MNL	PR110/PR111	0430/0600	Daily
T'Way Airlines	ICN	TW505/TW506	1430/1530	Daily, suspends June 21 and resumes July 19
China Airlines	TPE	-	-	-
Star Marianas	ROP	**3401/**4301	1200/1230	Mon, Tue, Wed, Thu, Fri

**Air Service Changes (June 2025 vs. May 2025):**

Korean Air introduces new daily AM flight from Incheon on widebody aircraft effective June 1

T'way suspends its daily Incheon flight effective June 21 and will resume its daily Incheon flight effective July 19

**AIR SERVICE SNAPSHOT**

For June 2025, there is a 2% decrease in seat capacity, and 8% decrease in number of flights, compared to June 2024. Although Korean Air's new, early morning Incheon/Guam daily operation on widebody aircraft comes into effect on June 1, the decreases are attributable to the suspension of UA's Fukuoka flights which operated daily in June 2024 and suspended on October 26, 2024, and the decrease in T'Ways daily Incheon flight with a scheduled suspension effective June 21, and resumption effective July 19, 2025.

	CY 2024			CY 2025			% Percentage Change		
	# of Flights	Seat Capacity	Enplane- ments	# of Flights	Seat Capacity	Enplane- ments	# of Flights	Seat Capacity	Enplane- ments
January	816	148,616	101,439	638	117,030	93,743	-22%	-21%	-8%
February	712	129,083	94,082	580	109,989	85,652	-19%	-15%	-9%
March	695	112,091	87,147	639	120,937	92,382	-8%	8%	6%
April	622	115,790	79,104	601	113,814	78,651	-3%	-2%	-1%
May	703	128,368	84,152	590	111,676	N/A	-16%	-13%	N/A
June	633	115,976	85,672	581	113,959		-8%	-2%	N/A

### **Sister Airport Relations with Taichung International Airport**

As part of Governor Lou Leon Guerrero's official visit to Taiwan, the Guam International Airport and Taichung International Airport established sister airport relations with the signing of a Memorandum of Understanding. The objective of the signing is a formation of a strategic alliance between the two airports to expand economic opportunities for both airports in the facilitation of air service to drive trade and tourism and foster new business to benefit both of our regions.

Other key objectives:

- Expand tourism exchange beyond Taipei
- Harness and share technical, commercial and environmental best practices
- Expand intercultural, linguistic and build long term relations between Guam and Taichung City and surrounding areas

### **FEDERAL REGULATORY UPDATES**

#### **FAR Part 139 Certification Inspection, July 22-25, 2025**

The annual FAA certification inspection of GIAA facilities, records, airfield, fueling facility, movement areas, night inspection and operational response is scheduled for the 3<sup>rd</sup> week of July 2025. Operations and ARFF have been regularly conducting drills and updating records to regularly train and exercise response activity to ensure compliance with FAR Part 139, under the leadership of the ATM, Juan Reyes and Ops Superintendent Ray Quintanilla.

#### **FAR Part 150 Noise Study**

FAA has advised that they officially accepted the updated Noise Exposure Map (NEM) on May 8, 2025. The updated NEM is posted on our website. Pending activity for the Noise Study is the 2<sup>nd</sup> public workshop and comment period that is scheduled for October 2025.

#### **REAL ID and Domestic Flights from Guam**

As of May 7, 2025, US travelers must be REAL ID compliant for domestic travel. However, USCBP Guam has advised that a Real I.D. alone is not sufficient identification for travel from Guam to Honolulu. It does not prove that the traveler is admissible to the United States, which is required pursuant to 8 CFR 235.5 to board the Guam to Honolulu flight. The most common documents that can be provided as proof follows:

- U.S. Passport (for U.S. Citizens)
- Permanent Resident Card (Green Card)
- U.S. Birth Certificate w/ valid and unexpired government issued I.D. (Driver's License, Guam I.D., etc.)
- Employment Authorization Document (EAD) w/ a valid and unexpired passport and U.S. Visa

- Visa (Non-Immigrant)
- Refugee or Asylee Documentation
- Naturalization Certificate (for U.S. Citizens) w/ a valid and unexpired government issued I.D.
- Advance Parole Document
- Temporary Protected Status (TPS) Documentation

## **FACILITY & INFRASTRUCTURE**

### **Baggage Handling System (BHS) Transition**

The new BHS contractor, JMI Edison began its transition on May 14, 2025, from prior contractor Menzies Aviation, beginning with parts and equipment inventory and assessment and review of status of all baggage handling facility systems. At midnight on June 1, 2025, transition from Menzies to JMI was flawless, with all inbound/outbound operations for the first arrival and departure in the early morning at 0300 hours– Jin Air from Busan -running smoothly. Special thanks to all who made this critical airport support system transition go smoothly, from the Air Terminal Manager, Operations Supt. Quintanilla, P&F Supt. McDonald and the Operations Duty Manager who saw through the transition and monitoring, and the Airport Police RACCs who ensured that the SIDA badge crossover from old to new contractor proceeded without any glitches.

### **Terminal Exterior Painting Project**

Exterior painting for the terminal frontal area has been completed. The next phase will be on the airside, with planning and briefing to be shared with tenants and painting activity closely coordinated with the Apron Rehabilitation project to ensure minimal operational impact on airport activities. The anticipated completion date is in August 2025.

### **Terminal Flooring Project**

Preparation of surfacing has been completed in the Guam Customs Hall and is now underway in the USCBP Hall. Once surfacing has been completed the next step will be application of floor strips, and then application of terrazzo flooring. To ensure there is no down time, the contractor will be alternating between the two work areas and work progressively in sections towards completion. The anticipated project completion date is in December 2025.

## **MILITARY and FEDERAL SUPPORT ACTIVITIES**

### **FAA TOWER TEMPORARY FACILITY USE**

The Guam FAA Tower operations is assessing its needs for temporary operations in the former United Airlines Ramp Control Center at the Main Terminal while their facility is under renovation. The actual date operations will commence in this space is pending. No impact to their operations is anticipated in their move to this temporary location.

### **USAF REFORPAC Exercises**

The Guam International Airport has been tapped as a support facility for the upcoming USAF

**EXECUTIVE MANAGER'S REPORT**  
**GIAA BOARD OF DIRECTORS MEETING**  
**June 3, 2025**

REFORPAC exercises scheduled for mid-July, 2025. ATM Juan Reyes and Ops Superintendent Ray Quintanilla are coordinating with the USAF and determining areas of operational play in support of the exercise.

**LEGISLATIVE UPDATES**

**Bill No. 67-38 (COR)** which will grant the Airport the authority to adopt policies and procedures to solicit, select, and award of agreements, for the use of airport facilities and properties for airport and/or visitor related activities was heard on the legislative session floor on Wednesday, May 28, 2025 and discussed until the late evening hours. Voting on all the bills heard in this May legislative session is scheduled for when the legislature convenes today, Tuesday, June 3, at 5pm in the afternoon.

**PROCUREMENT UPDATES**

**Invitation for Bid (IFB) No. GIAA-002-FY25, Passenger Loading Bridges**

Announced: Tuesday, May 23, 2025  
Submission Deadline: Monday, June 23, 2025 @10am

**Invitation for Bid (IFB) No. GIAA-003-FY25, Purchase and Delivery of Airfield Signage**

Announced: Tuesday, May 20, 2025  
Submission Deadline: Thursday, June 12, 2025 @10am

**Request for Proposal (RFP) GIAA- 008-FY25, Independent Airport Consultant**

Announced: Tuesday, May 13, 2025  
Submission Deadline: Monday, June 9, 2025 @4pm

**ANNOUNCEMENTS:**

- **81<sup>st</sup> Liberation Event.** GIAA and GVB are in collaboration of a joint float to represent aviation and tourism in the Liberation Parade scheduled for Monday, July 21, 2025, on Marine Corps Drive. The partnership is representative of our continuing efforts in our tourism recovery. This year's theme is "Fanohge CHamoru – Stand Ye Guamanians" reflects Guam resilience and heritage while also acknowledging the historical significance and coinciding with 75<sup>th</sup> Anniversary of the Organic Act of Guam.
- **2025 Governor's Summer Youth Employment Program (SYEP).** GIAA continues its annual participation in the 2025 GSYEP which runs from June 9 to July 18 2025. During this time approximately 40 youth, between 15 and 17, will be working in various

**EXECUTIVE MANAGER'S REPORT**  
**GIAA BOARD OF DIRECTORS MEETING**  
**June 3, 2025**

divisions to gain work experience and exposure to careers in aviation. The program is fully funded by DYA.

- The **3<sup>rd</sup> Annual joint United-GIAA Safety Fair** is scheduled to take place on June 25, 2025 from 0830-1130 in the East Ticket Lobby area. This event features over 30 exhibitors who highlight products and services that promote safety and wellness, and will include our ARFF and Airport Police units who will be displaying and providing live demonstrations of their program. Annually, this event attracts hundreds of employees from all organizations who work at the Guam International Airport.

May 19, 2025

**MEMORANDUM**

**To:** Mr. Brian Bamba  
Chairman  
GIAA Board of Directors

**From:** Dafne Mansapit-Shimizu *[Signature]*  
Comptroller

**Subject: Operating Results – Revenues and Expenses as of April 30, 2025**

Attached herewith is GIAA's Operating Results Report for the month ending April 30, 2025. This report summarizes the Budgeted versus Actual Revenues and Expenses for the month and year-to-date results ended April 30, 2025.

The key operating results for 7 month(s) of FY2025 ending April 30, 2025 – (in \$000's) are

CATEGORY	Actual FY25 Current Month	YEAR-TO-DATE			FORECAST FOR FULL YEAR- FY25	
		Budget FY25 Y-T-D	Actual FY25 Y-T-D	% Variance Budget vs. Actual	Actual	% Variance Budget vs. Actual
				Y-T-D Current Month		
Total Signatory Revenues	\$ 2,752.9	\$ 23,813.6	\$ 20,429.6	-14.2%	\$ 38,412.5	-8.1%
Total Concession Revenues	\$ 802.1	\$ 7,710.1	\$ 5,752.8	-25.4%	\$ 11,947.2	-14.1%
Total PFC's	\$ 285.3	\$ 2,666.7	\$ 2,220.1	-16.7%	\$ 4,280.7	-9.4%
Total Other Revenues	\$ 1,025.6	\$ 10,397.8	\$ 8,983.6	-13.6%	\$ 16,757.1	-7.8%
Total Operating Revenues	\$ 4,865.9	\$ 44,588.2	\$ 37,386.1	-16.2%	\$ 71,397.5	-9.2%
Total Operating Expenses	\$ 4,065.1	\$ 32,652.6	\$ 29,287.9	-10.3%	\$ 52,634.9	-6.0%
Net Revenues from Operations	\$ 800.8	\$ 11,935.6	\$ 8,098.2	-32.2%	\$ 18,762.6	-17.0%
Non-Operating Expenses	\$ 279.7	\$ 523.8	\$ 1,667.8	218.4%	\$ 2,041.9	127.4%
Other Available Moneys/Other Sources of Funds	\$ 425.4	\$ 2,952.9	\$ 2,926.0	-0.9%	\$ 5,035.1	-0.5%
<b>Net Debt Service Coverage</b>	<b>0.87</b>	<b>1.37</b>	<b>1.13</b>	<b>-17.7%</b>	<b>1.84</b>	<b>23.8%</b>

Year-to-date Total Signatory Revenues for the month ending April 30, 2025 are below Budgeted revenues by **14.2%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **25.4%** below budget while Passenger Facility Charges are below the budget estimate by **16.7%**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **13.6%**.

Year-to-date Total Operating Revenues actual of **\$37.4M** is **16.2%** below the budget estimate of **\$44.6M**.

Year-to-date Total Operating Expenses are below budget by **10.3%**. Components of this line item include a **4.4%** decrease in Personnel Service, a **13.1%** decrease in Contractual Services, a **54.0%** decrease in Materials & Supplies and a **0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$8.1M** represents a **32.2%** decrease over the year-to-date budgeted amount of **\$11.9M**.

Finally, our year-to-date results for Debt Service Coverage is at **1.13** 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

**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**  
**KEY OPERATING RESULTS (\$'000's)**  
As of April 30, 2025

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2024	Budget FY2025	Actual FY2025	%Var Bud Vs Act'l		Actual FY2024	Budget FY2025	Actual FY2025	%Var Bud Vs Act'l	Actual/Est	%Var
<b>I. Signatory Airline Rents &amp; Fees</b>											
Terminal Bldg Rentals	272.4	302.4	302.4	0.0%	3,628.6	1,906.9	2,116.7	2,116.7	0.0%	3,628.6	0.0%
Departure Fees	483.7	696.8	531.5	-23.7%	8,694.3	4,066.1	4,904.4	4,064.2	-17.1%	7,854.1	-9.7%
Arrival Fees	362.3	950.8	718.3	-24.5%	11,702.3	2,965.6	6,574.5	5,382.2	-18.1%	10,510.0	-10.2%
Immigration Inspection Fees	143.2	241.5	186.0	-23.0%	3,031.4	1,167.8	1,714.2	1,398.2	-18.4%	2,715.4	-10.4%
Common Use Departure Fees	53.2	51.2	30.8	-39.9%	668.7	485.5	385.9	264.1	-31.6%	546.9	-18.2%
Loading Bridge Use Fees	324.0	370.6	309.9	-16.4%	4,713.3	2,400.5	2,723.4	2,244.3	-17.6%	4,234.2	-10.2%
Landing Fees	105.4	628.6	567.4	-9.7%	7,874.3	2,060.9	4,539.3	4,185.1	-7.8%	7,520.1	-4.5%
Apron Use Fees	701.7	118.4	106.6	-10.0%	1,483.6	4,061.6	855.2	774.9	-9.4%	1,403.2	-5.4%
<b>Total Signatory Revenue</b>	<b>2,446.0</b>	<b>3,360.4</b>	<b>2,752.9</b>	<b>-18.1%</b>	<b>41,796.5</b>	<b>19,115.0</b>	<b>23,813.6</b>	<b>20,429.6</b>	<b>-14.2%</b>	<b>38,412.5</b>	<b>-8.1%</b>
Enplaned Signatory Pax	73,589	101,532	77,474	-23.7%	1,266,884	618,856	714,648	598,401	-16.3%	1,150,637	-9.2%
<b>Cost per Enplaned Pax</b>	<b>\$33.24</b>	<b>\$33.10</b>	<b>\$35.53</b>	<b>7.4%</b>	<b>\$32.99</b>	<b>\$30.89</b>	<b>\$33.32</b>	<b>\$34.14</b>	<b>2.5%</b>	<b>\$33.38</b>	<b>1.2%</b>
<b>Revenues from Sources other than Signatory Airlines Rents &amp; Fees</b>											
Concession Revenues											
Gen Mdse	527.7	732.4	461.2	-37.0%	8,881.5	4,062.4	4,996.6	3,392.0	-32.1%	7,276.8	-18.1%
In-flight Catering	100.4	118.6	125.8	6.0%	1,396.6	739.6	754.5	792.3	5.0%	1,434.4	2.7%
Food & Beverage	66.9	84.9	72.4	-14.7%	999.4	530.1	539.9	536.4	-0.6%	995.9	-0.3%
Rental Cars	131.1	203.2	124.8	-38.6%	2,392.0	1,026.9	1,292.2	899.9	-30.4%	1,999.7	-16.4%
Other Concession Rev	15.2	20.0	17.9	-10.4%	235.0	169.6	127.0	132.2	4.2%	240.3	2.2%
<b>Total Concession Revenues</b>	<b>841.3</b>	<b>1,159.1</b>	<b>802.1</b>	<b>-30.8%</b>	<b>13,904.5</b>	<b>6,528.6</b>	<b>7,710.1</b>	<b>5,752.8</b>	<b>-25.4%</b>	<b>11,947.2</b>	<b>-14.1%</b>
Passenger Facility Charges	265.4	378.9	285.3	-24.7%	4,727.4	2,272.1	2,666.7	2,220.1	-16.7%	4,280.7	-9.4%
Other Revenue	1,427.4	1,362.4	1,025.6	-24.7%	18,171.2	10,147.6	10,397.8	8,983.6	-13.6%	16,757.1	-7.8%
<b>Total Operating Revenue</b>	<b>4,980.0</b>	<b>6,260.7</b>	<b>4,865.9</b>	<b>-22.3%</b>	<b>78,599.6</b>	<b>38,063.2</b>	<b>44,588.2</b>	<b>37,386.1</b>	<b>-16.2%</b>	<b>71,397.5</b>	<b>-9.2%</b>
<b>II. Operating Expenses:</b>											
Personnel Services	1,979.8	2,054.6	2,090.6	1.8%	26,709.6	13,355.0	15,409.4	14,725.0	-4.4%	26,025.2	-2.6%
Contractual Services	2,096.2	2,402.4	1,888.9	-21.4%	27,202.6	12,919.2	15,902.2	13,823.4	-13.1%	25,123.8	-7.6%
Materials & Supplies	193.5	224.5	25.4	-88.7%	2,087.4	738.3	1,341.0	616.7	-54.0%	1,363.2	-34.7%
Equipment/Furnishings	25.0	0.0	60.2	0.0%	0.0	302.7	0.0	122.7	0.0%	122.7	0.0%
<b>Total Operating Expenses</b>	<b>4,294.4</b>	<b>4,681.5</b>	<b>4,065.1</b>	<b>-13.2%</b>	<b>55,999.6</b>	<b>27,315.2</b>	<b>32,652.6</b>	<b>29,287.9</b>	<b>-10.3%</b>	<b>52,634.9</b>	<b>-6.0%</b>
<b>Net income from Operations</b>	<b>685.6</b>	<b>1,579.3</b>	<b>800.8</b>	<b>-49.3%</b>	<b>22,600.0</b>	<b>10,748.0</b>	<b>11,935.6</b>	<b>8,098.2</b>	<b>-32.2%</b>	<b>18,762.6</b>	<b>-17.0%</b>

**A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**  
**KEY OPERATING RESULTS (\$000's)**  
As of April 30, 2025

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2024	Budget FY2025	Actual FY2025	%Var Bud Vs Act'l		Actual FY2024	Budget FY2025	Actual FY2025	%Var Bud Vs Act'l	Actual/Est	%Var
<b>III. Other Revenues and Expenses</b>											
Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	168.1	74.8	279.7	273.8%	898.0	2,542.1	523.8	1,667.8	218.4%	2,041.9	127.4%
Add: Interest on Investments	134.4	75.8	123.6	63.1%	909.4	1,431.4	530.5	903.1	70.3%	1,282.0	41.0%
<b>Net Revenues</b>	651.9	1,580.2	644.7	-0.6	22,611.4	9,637.4	11,942.2	7,333.6	-0.4	18,002.7	-0.2
Add: Other sources of Funds (Federal Reimb)	0.0	33.3	36.9	10.6%	400.0	119.0	233.3	206.5	-11.5%	373.2	-6.7%
Add: Other available moneys	246.9	388.5	388.5	0.0%	4,662.0	1,728.2	2,719.5	2,719.5	0.0%	4,662.0	0.0%
<b>Net Revenues and Other Available Moneys</b>	<b>898.8</b>	<b>2,002.0</b>	<b>1,070.1</b>	<b>-46.6%</b>	<b>27,673.4</b>	<b>11,484.6</b>	<b>14,895.1</b>	<b>10,259.6</b>	<b>-31.1%</b>	<b>23,037.9</b>	<b>-16.8%</b>
Debt Service payments	987.5	1,554.0	1,224.0	-21.2%	18,647.9	6,294.2	10,878.0	9,108.8	-16.3%	12,535.2	-32.8%
<b>Debt Service Coverage</b>	<b>0.91</b>	<b>1.29</b>	<b>0.87</b>	<b>-32.1%</b>	<b>1.48</b>	<b>1.82</b>	<b>1.37</b>	<b>1.13</b>	<b>-17.7%</b>	<b>1.84</b>	<b>23.8%</b>