clerks@guamlegislature.org

From: Committee on Rules 36GL <cor@guamlegislature.org>
Sent: Thursday, June 16, 2022 12:33 PM
To: Clerks; Rennae Meno
Cc: Speaker Therese M. Terlaje; Vice Speaker Tina Rose Muña Barnes
Subject: Messages and Communications for Doc. Nos. 36GL-22-2140 to 36GL-22-2144*.
Attachments: 36GL-22-2140.pdf; 36GL-22-2141.pdf; 36GL-22-2142.pdf; 36GL-22-2143.pdf; 36GL-22-2144.pdf

Håfa Adai Clerks,

Please see attached M&C Doc. No. 36GL-22-2140 to 36GL-22-2144 for processing:

36GL-22-2140	BILL NO. 242-36 (LS) nka P.L. 36-100 AN ACT TO ADD A NEW ARTICLE 2 TO CHAPTER 40 OF TITLE 7, GUAM CODE ANNOTATED, AND A NEW § 30.400 TO CHAPTER 30 OF TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO TRANSFERRING OR RELEASING VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT, AND STALKING FROM SHARED WIRELESS PLANS*.	Office of the Governor of Guam
36GL-22-2141	BILL NO. 243-36 (LS) nka P.L. 36-101 AN ACT TO AMEND §§25.10(a), 25.15(a)(4)-(7), 25.20(a)(4)-(7), 25.25(a)(3), AND 25.30(a)(2) OF CHAPTER 25, TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO DEFINING "CONSENT," REVISING THE LANGUAGE OF "MENTALLY DEFECTIVE" TO "MENTALLY IMPAIRED," AND EXPANDING THE DEFINITION OF "MENTAL INCAPACITATION" AND "PHYSICALLY HELPLESS"*.	Office of the Governor of Guam
36GL-22-2142	BILL NO. 244-36 (LS) nka P.L. 36-102 AN ACT TO ADD A NEW CHAPTER 163 TO TITLE 8, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A BILL OF RIGHTS FOR VICTIMS OF SEXUAL ASSAULT; AND TO CITE THIS ACT AS THE "SURVIVOR'S BILL OF RIGHTS ACT OF 2022"*.	Office of the Governor of Guam
36GL-22-2143	BILL NO. 300-36 (LS) nka P.L. 36-103 AN ACT TO REPEAL AND REENACT § 5213 OF SUBARTICLE B, ARTICLE 3, CHAPTER 5, TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO STRENGTHENING THE REQUIREMENTS OF SMALL PURCHASES*.	Office of the Governor of Guam
36GL-22-2144	BILL NO. 301-36 (LS) nka P.L 36-104 AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES*.	Office of the Governor of Guam

Electronic and Hard Copies attached.

Si Yu'os Ma'åse',

COMMITTEE ON RULES
Vice Speaker Tina Rose Muña Barnes
36th Guam Legislature
I Mina'trentai Sais Na Liheslaturan Guåhan
163 Chalan Santo Papa Hågatña Guam 96910
Email: cor@guamlegislature.org

"Disclaimer: This message is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential, proprietary, or exempt from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering the message to the intended recipient, you are strictly prohibited from disclosing, distributing, copying, or in any way using this message. If you have received this communication in error, please notify the sender and immediately delete any copies you may have received. Thank you."

---------- Forwarded message ---------
From: **Speaker Therese M. Terlaje** <speaker@guamlegislature.org>
Date: Wed, Jun 15, 2022 at 5:07 PM
Subject: Messages and Communications for 36GL-22-2140 to 36GL-22-2144
To: Legislative Secretary Amanda Shelton <officeofsenatorshelton@guamlegislature.org>, Committee on Rules 36GL <cor@guamlegislature.org>

Håfa Adai,

Please see attached M&C Doc. No. 36GL-22-2140 to 36GL-22-2144.

36GL-22-2140	BILL NO. 242-36 (LS) nka P.L. 36-100 AN ACT TO ADD A NEW ARTICLE 2 TO CHAPTER 40 OF TITLE 7, GUAM CODE ANNOTATED, AND A NEW § 30.400 TO CHAPTER 30 OF TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO TRANSFERRING OR RELEASING VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT, AND STALKING FROM SHARED WIRELESS PLANS.*	Office of the Governor of Guam
36GL-22-2141	BILL NO. 243-36 (LS) nka P.L. 36-101 AN ACT TO AMEND §§25.10(a), 25.15(a)(4)-(7), 25.20(a)(4)-(7), 25.25(a)(3), AND 25.30(a)(2) OF CHAPTER 25, TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO DEFINING "CONSENT," REVISING THE LANGUAGE OF "MENTALLY DEFECTIVE" TO "MENTALLY IMPAIRED," AND EXPANDING THE DEFINITION OF "MENTAL INCAPACITATION" AND "PHYSICALLY HELPLESS".*	Office of the Governor of Guam
36GL-22-2142	BILL NO. 244-36 (LS) nka P.L. 36-102 AN ACT TO ADD A NEW CHAPTER 163 TO TITLE 8, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A BILL OF RIGHTS FOR VICTIMS OF SEXUAL ASSAULT; AND TO CITE THIS ACT AS THE "SURVIVOR'S BILL OF RIGHTS ACT OF 2022".*	Office of the Governor of Guam
36GL-22-2143	BILL NO. 300-36 (LS) nka P.L. 36-103 AN ACT TO REPEAL AND REENACT § 5213 OF SUBARTICLE B, ARTICLE 3, CHAPTER 5, TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO STRENGTHENING THE REQUIREMENTS OF SMALL PURCHASES.*	Office of the Governor of Guam
36GL-22-2144	BILL NO. 301-36 (LS) nka P.L 36-104 AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES.*	Office of the Governor of Guam

Note: Hard Copies were hand delivered and received June 15, 2022 at 3:54 p.m.

Si Yu'os Ma'åse',

Marie Cruz
Community Relations Liaison

Office of Speaker Therese M. Terlaje
Committee on Health, Land, Justice and Culture

I Mina'trentai Sais na Liheslaturan Guåhan
36th Guam Legislature
Guam Congress Building, 163 Chalan Santo Papa, Hagåtña, Guam 96910
T: (671) 472-3586 F: (671) 989-3590 Email: senatorterlajeguam@gmail.com
website: www.senatorterlaje.com

---------- Forwarded message ---------
From: **Speaker Therese M. Terlaje** <speaker@guamlegislature.org>
Date: Wed, Jun 15, 2022 at 4:48 PM
Subject: Messages and Communications for 36GL-22-2140 to 36GL-22-2144
To: Legislative Secretary Amanda Shelton <officeofsenatorshelton@guamlegislature.org>, Committee on Rules 36GL <cor@guamlegislature.org>

Håfa Adai,

Please see attached M&C Doc. No. 36GL-22-2140 to 36GL-22-2144.*

36GL-22-2140	BILL NO. 242-36 (LS) nka P.L. 36-100 AN ACT TO ADD A NEW ARTICLE 2 TO CHAPTER 40 OF TITLE 7, GUAM CODE ANNOTATED, AND A NEW § 30.400 TO CHAPTER 30 OF TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO TRANSFERRING OR RELEASING VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT, AND STALKING FROM SHARED WIRELESS PLANS.*	Office of the Governor of Guam
36GL-22-2141	BILL NO. 243-36 (LS) nka P.L. 36-101 AN ACT TO AMEND §§25.10(a), 25.15(a)(4)-(7), 25.20(a)(4)-(7), 25.25(a)(3), AND 25.30(a)(2) OF CHAPTER 25, TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO DEFINING "CONSENT," REVISING THE LANGUAGE OF "MENTALLY DEFECTIVE" TO "MENTALLY IMPAIRED," AND EXPANDING THE DEFINITION OF "MENTAL INCAPACITATION" AND "PHYSICALLY HELPLESS".*	Office of the Governor of Guam
36GL-22-2142	BILL NO. 244-36 (LS) nka P.L. 36-102 AN ACT TO ADD A NEW CHAPTER 163 TO TITLE 8, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A BILL OF RIGHTS FOR VICTIMS OF SEXUAL ASSAULT; AND TO CITE THIS ACT AS THE "SURVIVOR'S BILL OF RIGHTS ACT OF 2022".*	Office of the Governor of Guam
36GL-22-2143	BILL NO. 300-36 (LS) nka P.L. 36-103 AN ACT TO REPEAL AND REENACT § 5213 OF SUBARTICLE B, ARTICLE 3, CHAPTER 5, TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO STRENGTHENING THE REQUIREMENTS OF SMALL PURCHASES.*	Office of the Governor of Guam
36GL-22-2144	BILL NO. 301-36 (LS) nka P.L 36-104 AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES.*	Office of the Governor of Guam

Please note that there is one statement for Bill Nos. 242-36 (LS), 243-36 (LS), and 244-36 (LS), see attached.

Si Yu'os Ma'åse',

Marie Cruz
Community Relations Liaison

Office of Speaker Therese M. Terlaje
Committee on Health, Land, Justice and Culture
I Mina'trentai Sais na Liheslaturan Guåhan
36th Guam Legislature
Guam Congress Building, 163 Chalan Santo Papa, Hagåtña, Guam 96910
T: (671) 472-3586 F: (671) 989-3590 Email: senatorterlajeguam@gmail.com
website: www.senatorterlaje.com

---------- Forwarded message ---------
From: **Brianne LG Dunstan** <brianne.dunstan@guam.gov>
Date: Wed, Jun 15, 2022 at 3:18 PM
Subject: Governor Leon Guerrero's Statements regarding Legislative Bills passed on June 2, 2022
To: Speaker Therese M. Terlaje <speaker@guamlegislature.org>
Cc: GOVERNOR Lourdes A. Leon Guerrero <governor@guam.gov>, LT. GOVERNOR Joshua F. Tenorio <lt.governor@guam.gov>, Geraldine A. Cepeda <gcepeda@guamcourts.gov>, Guam Compiler of Laws <guamcompiler@gmail.com>, Lisa C. Ibanez <libanez@guamcourts.gov>, CHIEF OF STAFF Jon Junior Calvo <jon.calvo@guam.gov>, DEPUTY COS Alice Taijeron <alice.taijeron@guam.gov>, Legal <legal@guam.gov>, Leslie Travis <leslie.travis@guam.gov>, Jeffrey Moots <jeffrey.moots@guam.gov>, Cheerful Catunao <cheerful.catunao@guam.gov>, Stephanie G. Flores <stephanie.flores@guam.gov>, Krystal Paco-San Agustin <krystal.paco@guam.gov>, <lester.carlson@bbmr.guam.gov>, BERTHA <bertha.duenas@guam.gov>, Eliza G. Dames (Chamber) <eliza.dames@guam.gov>, Shamra L.A. Chargualaf (Chamber) <shamra.chargualaf@guam.gov>, Josephine C. Cepeda (Chamber) <josephine.cepeda@guam.gov>, Kathleen C. Cepeda (COS) <kathleen.cepeda@guam.gov>, Rhea Chang <rhea.chang@guam.gov>, Jessica Cruz (CF) <jessica.cruz@guam.gov>, BBMR Administrative Staff <admin@bbmr.guam.gov>, Analyn Eustaquio <analyn.eustaquio@bbmr.guam.gov>, Rikki Orsini <rikki.orsini@guam.gov>

Hafa Adai Madame Speaker,

Enclosed are copies of statements from the *Honorable,* Lourdes A. Leon Guerrero, regarding the following five (5) bills. Please note that there is one statement for Bill Nos. 242-36 (LS), 243-36 (LS), and 244-36 (LS).

- **BILL NO. 242-36 (LS) nka P.L. 36-100** AN ACT TO *ADD* A NEW ARTICLE 2 TO CHAPTER 40 OF TITLE 7, GUAM CODE ANNOTATED, AND A NEW § 30.400 TO CHAPTER 30 OF TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO TRANSFERRING OR RELEASING VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT, AND STALKING FROM SHARED WIRELESS PLANS

- **BILL NO. 243-36 (LS) nka P.L. 36-101** AN ACT TO *AMEND* § 25.10(a), 25.15(a)(4)-(7), 25.20(a)(4)-(7), 25.25(a)(3), AND 25.30(a)(2) OF CHAPTER 25, TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO DEFINING "CONSENT," REVISING THE LANGUAGE OF "MENTALLY DEFECTIVE" TO "MENTALLY IMPAIRED," AND EXPANDING THE DEFINITION OF "MENTAL INCAPACITATION" AND "PHYSICALLY HELPLESS"

- **BILL NO. 244-36 (LS) nka P.L. 36-102** AN ACT TO *ADD* A NEW CHAPTER 163 TO TITLE 8, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A BILL OF RIGHTS FOR VICTIMS OF SEXUAL ASSAULT; AND TO CITE THIS ACT AS THE "SURVIVOR'S BILL OF RIGHTS ACT OF 2022"

- **BILL NO. 300-36 (LS) nka P.L. 36-103** AN ACT TO *REPEAL* AND *REENACT* § 5213 OF SUBARTICLE B, ARTICLE 3, CHAPTER 5, TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO STRENGTHENING THE REQUIREMENTS OF SMALL PURCHASES

- **BILL NO. 301-36 (LS) nka P.L 36-104** AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES

The original statements and bills will be delivered to your office today.

Thank you.

Respectfully,

--

Brianne LG Dunstan
Unisifan I Maga'hågan Guåhan
Office of the Governor of Guam
Office of Legal Counsel
513 West Marine Corps Drive
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Office: 671.473.1118
brianne.dunstan@guam.gov

Speaker Therese M. Terlaje <speaker@guamlegislature.org>

Governor Leon Guerrero's Statements regarding Legislative Bills passed on June 2, 2022

Time changed to reflect actual time received.

Brianne LG Dunstan <brianne.dunstan@guam.gov> Wed, Jun 15, 2022 at ~~3:11~~ 3:18 PM
To: "Speaker Therese M. Terlaje" <speaker@guamlegislature.org>
Cc: "GOVERNOR Lourdes A. Leon Guerrero" <governor@guam.gov>, "LT. GOVERNOR Joshua F. Tenorio" <lt.governor@guam.gov>, "Geraldine A. Cepeda" <gcepeda@guamcourts.gov>, Guam Compiler of Laws <guamcompiler@gmail.com>, "Lisa C. Ibanez" <libanez@guamcourts.gov>, CHIEF OF STAFF Jon Junior Calvo <jon.calvo@guam.gov>, DEPUTY COS Alice Taijeron <alice.taijeron@guam.gov>, Legal <legal@guam.gov>, Leslie Travis <leslie.travis@guam.gov>, Jeffrey Moots <jeffrey.moots@guam.gov>, Cheerful Catunao <cheerful.catunao@guam.gov>, "Stephanie G. Flores" <stephanie.flores@guam.gov>, Krystal Paco-San Agustin <krystal.paco@guam.gov>, lester.carlson@bbmr.guam.gov, BERTHA <bertha.duenas@guam.gov>, "Eliza G. Dames (Chamber)" <eliza.dames@guam.gov>, "Shamra L.A. Chargualaf (Chamber)" <shamra.chargualaf@guam.gov>, "Josephine C. Cepeda (Chamber)" <josephine.cepeda@guam.gov>, "Kathleen C. Cepeda (COS)" <kathleen.cepeda@guam.gov>, Rhea Chang <rhea.chang@guam.gov>, "Jessica Cruz (CF)" <jessica.cruz@guam.gov>, BBMR Administrative Staff <admin@bbmr.guam.gov>, Analyn Eustaquio <analyn.eustaquio@bbmr.guam.gov>, Rikki Orsini <rikki.orsini@guam.gov>

Hafa Adai Madame Speaker,

Enclosed are copies of statements from the *Honorable,* Lourdes A. Leon Guerrero, regarding the following five (5) bills. Please note that there is one statement for Bill Nos. 242-36 (LS), 243-36 (LS), and 244-36 (LS).

- **BILL NO. 242-36 (LS) nka P.L. 36-100** AN ACT TO *ADD* A NEW ARTICLE 2 TO CHAPTER 40 OF TITLE 7, GUAM CODE ANNOTATED, AND A NEW § 30.400 TO CHAPTER 30 OF TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO TRANSFERRING OR RELEASING VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT, AND STALKING FROM SHARED WIRELESS PLANS

- **BILL NO. 243-36 (LS) nka P.L. 36-101** AN ACT TO *AMEND* § 25.10(a), 25.15(a)(4)-(7), 25.20(a)(4)-(7), 25.25(a)(3), AND 25.30(a)(2) OF CHAPTER 25, TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO DEFINING "CONSENT," REVISING THE LANGUAGE OF "MENTALLY DEFECTIVE" TO "MENTALLY IMPAIRED," AND EXPANDING THE DEFINITION OF "MENTAL INCAPACITATION" AND "PHYSICALLY HELPLESS"

- **BILL NO. 244-36 (LS) nka P.L. 36-102** AN ACT TO *ADD* A NEW CHAPTER 163 TO TITLE 8, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A BILL OF RIGHTS FOR VICTIMS OF SEXUAL ASSAULT; AND TO CITE THIS ACT AS THE "SURVIVOR'S BILL OF RIGHTS ACT OF 2022"

- **BILL NO. 300-36 (LS) nka P.L. 36-103** AN ACT TO *REPEAL* AND *REENACT* § 5213 OF SUBARTICLE B, ARTICLE 3, CHAPTER 5, TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO STRENGTHENING THE REQUIREMENTS OF SMALL PURCHASES

- **BILL NO. 301-36 (LS) nka P.L. 36-104** AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES

The original statements and bills will be delivered to your office today.

Thank you.

Respectfully,

--

Brianne LG Dunstan
Unisifan I Maga'hågan Guåhan
Office of the Governor of Guam
Office of Legal Counsel
513 West Marine Corps Drive
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Office: 671.473.1118
brianne.dunstan@guam.gov

36GL-22-2140
OFFICE OF THE SPEAKER
THERESE M. TERLAJE
-06- 15 2022
Time: 3:18pm
Received:

36GL-22-2141
36GL-22-2142
36GL-22-2143
36GL-22-2144

3 attachments

Bill Nos. 242-36 (LS), 243-36 (LS), and 244-36 (LS) nka P.L. Nos. 36-100, 36-101, and 36-102 Respectively.pdf
755K

Bill No. 300-36 (LS) nka P.L. 36-103.pdf
219K

Bill No. 301-36 (LS) nka P.L. 36-104.pdf
1493K

COMMITTEE ON RULES
RECEIVED:
June 15, 2022
4:48 P.M.

LOURDES A. LEON GUERRERO
GOVERNOR

JOSHUA F. TENORIO
LT. GOVERNOR

UFISINAN I MAGA'HÅGAN GUÅHAN
OFFICE OF THE GOVERNOR OF GUAM

June 15, 2022

HONORABLE THERESE M. TERLAJE
Speaker
I Mina'trentai Sais Na Liheslaturan Guåhan
36th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

Re: **BILL NO. 301-36 (LS) – AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES**

Hafa Adai Madame Speaker,

Today, I sign into law Bill No. 301-36, an Act relating to the approval of a lease, and authorization to use specific parcels of land for new power plant projects. Specifically, Bill No. 301-36 approves leasing these parcels for the construction and operation of natural gas and ultra-low sulfur diesel ("ULSD") power plants in Dededo, and a ULSD reserve facility in Piti.

In deciding to sign this legislation, I seek to balance our island's need for reliable electricity with the need to achieve and maintain healthy air quality for our island. As previously noted in the signing statement for P.L. 36-91, my Administration recognizes the need to protect the health of our children and community from sources of air pollution, which includes emissions from fossil fuel power generators. By the same token, my Administration also recognizes that access to reliable electricity enhances educational opportunities and improves a community's overall quality of life. In an effort to achieve balance, my Administration has worked with representatives from the Guam Power Authority and local agencies to help phase in the use of ULSD fuel (i.e., a relatively clean fuel with lower sulfur content) while ensuring the installation of mitigation measures (i.e., installation of air monitoring devices) at the Jose Rios Middle School and the Port Authority of Guam.

This legislation and its lease terms, which passed with bipartisan support, reflect important steps toward improving Guam's future. Among others, these measures represent steps toward protecting the public's health and environment, meeting our island's energy needs with clean fuel options, achieving environmental compliance, and improving our island's quality of life. Bill No. 301-36 (LS) is now known as ***Public Law No. 36-104***.

Senseremente,

LOURDES A. LEON GUERRERO
Maga'hågan Guåhan
Governor of Guam

Enclosure: Bill No. 301-36 (LS) *nka P.L. No. 36-104*

cc via email: *Honorable* Joshua F. Tenorio, *Sigundo Maga'låhen Guåhan*
Compiler of Laws

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN
2022 (SECOND) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'HÅGAN GUÅHAN*

This is to certify that **Bill No. 301-36 (LS), "AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES,"** was on the 2nd day of June 2022, duly and regularly passed.

Therese M. Terlaje

Therese M. Terlaje
Speaker

Attested:

Amanda Shelton

Amanda L. Shelton
Legislative Secretary

This Act was received by *I Maga'hågan Guåhan* this 3rd day of June, 2022, at 3:19 o'clock P .M.

Elle V. B.

Assistant Staff Officer
Maga'håga's Office

APPROVED:

Lou Leon Guerrero

Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 6/15/2022

Public Law No. 36-100

2022-16710
RCUD AT CENTRAL FILES
JUN 3 '22 PM3:19
Elaine Tajalle

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN
2022 (SECOND) Regular Session

Bill No. 301-36 (LS)
As amended by the Committee on Health, Land, Justice, and Culture; and further amended on the Floor.

Introduced by: Joe S. San Agustin
V. Anthony Ada
Frank Blas Jr.
Joanne Brown
Christopher M. Dueñas
James C. Moylan
Tina Rose Muña Barnes
Telena Cruz Nelson
Sabina Flores Perez
Clynton E. Ridgell
Amanda L. Shelton
Telo T. Taitague
Jose "Pedo" Terlaje
Therese M. Terlaje
Mary Camacho Torres

AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that the Guam Power Authority (GPA), pursuant to that certain Consent Decree filed on April 20, 2020, in that case entitled *United States of America v. Guam Power*

Authority, et. al, Case No. 1:20-cv-00007 (U.S.D.C. of Guam), as amended, is required to construct and operate 180 MW of new generation utilizing Ultra Low Sulfur Diesel (ULSD), among other obligations, to resolve violations of U.S. environmental laws regarding the operations of the Cabras and Piti power plants.

I Liheslaturan Guåhan finds that on November 5, 2019, following a public competitive bidding process in accordance with the Guam Procurement Law and approval by the Consolidated Commission on Utilities (CCU) and the Public Utilities Commission (PUC), GPA and Guam Ukudu Power LLC (GUP) entered into an Energy Conversion Agreement (ECA) and pursuant thereto a Land Lease Agreement (LLA), both as amended, amended and restated, modified or supplemented from time to time, under which GUP shall develop, design, permit, finance, construct, test, commission, complete, own, insure, operate and maintain (a) a natural gas / ultra-low sulfur diesel dual-fired power electric facility with a nameplate capacity of 198 MW and a related battery energy storage system (CCPP Facility), to be located on Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam near the Harmon substation, and (b) an ultra-low sulfur high speed diesel reserve facility (Reserve Facility), to be located on Lot No. 261-2, Piti, Guam, all on a build, own, operate and transfer basis to provide electric power capacity and net energy output to GPA (collectively, the New Power Plant Project).

I Liheslaturan Guåhan finds that as a final step in a lengthy and publicly intensive process, legislative approval of the lease, which is governed by the ECA, of Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam and Lot No. 261-2, Piti, Guam (New Power Plant Project Sites) by GPA, as lessor, to GUP, as lessee, is required, among other financing conditions, to secure financing for the funding of the construction and commissioning of the New Power Plant Project.

I Liheslaturan Guåhan finds that approval of the lease of the New Power Plant Project Sites in the form and content presented by GPA to *I Liheslaturan Guåhan* in connection with its request for approval the Lease is necessary and essential to the timely commissioning of the CCPP Facility scheduled for April 2024 under the Consent Decree.

I Liheslaturan Guåhan finds that timely commissioning of the New Power Plant Project will serve numerous purposes, including, but not limited to, a cleaner environment for Guam, a bridge to reaching the Legislature's renewable energy goals, avoidance of high and avoidable fuel charges and possibly sanctions for non-compliance of the Consent Decree.

I Liheslaturan Guåhan finds and acknowledges that upon approval of the Lease, and compliance with other lender conditions, the closing of the financing for the construction of the New Power Plant Project can occur.

I Liheslaturan Guåhan finds that the request for approval of the Lease has followed a lengthy public process to prepare for the New Power Plant Project. For example, on May 1, 2018, after receiving input from numerous residents, governmental agencies, the Mayors Council of Guam, and the Dededo and Tamuning-Tumon-Harmon Municipal Planning Councils, *I Liheslaturan Guåhan* passed Bill 223-34, enacted as Public Law 34-102 on May 16, 2018, consolidating and rezoning Lot No. 5010-1NEW, Lot No. 5042-1 and Lot No. 5042-R1 in Ukudu, Dededo, Guam (consolidated as Lot No. 5010-1NEW-New) to Light Industrial Zone (M1) permitting a conditional use of the site for the construction and operation of the New Power Plant Project. The site where the Reserve Facility at Piti will be located is aligned with a Light Industrial Zone (M1).

I Liheslaturan Guåhan further finds that the Guam Hybrid Land Use Commission, pursuant to a public process, has approved on October 15, 2021, a zone

variance for height of certain structures for the CCPP Facility, subject to the conditions from the agencies comprising the Application Review Committee.

Accordingly, *I Liheslaturan Guåhan* finds that it is in the best interests of Guam that *I Liheslaturan Guåhan* approves the Lease of Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam and Lot No. 261-2, Piti, Guam for the construction of the New Power Plant Project.

Section 2. Approval of the Lease of Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam and Lot No. 261-2, Piti, Guam.

For a period not to exceed thirty (30) years from the Commercial Operation Date (COD) for the construction of the CCPP Facility and related Reserve Facility the Lease of the following properties by the Guam Power Authority, as lessor, to Guam Ukudu Power LLC, as lessee, attached hereto as Exhibit A, is hereby approved:

Parcel I and Parcel III:

Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Municipality of Dededo, Territory of Guam, Suburban, as said lots are marked and designated on that Parceling Survey Map of Lot No. 5010-1NEW-NEW (For Lease Purposes), Municipality of Dededo, Land Management Check No. 083 FY 2022, recorded March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971856, which Parceling Survey map is attached hereto as Exhibit B, with an area of 94,200 +/- square meters as to Lot No. 5010-1NEW-NEW-1 and 145,654 +/- square meters as to Lot No. 5010-1NEW-NEW-R1; and

Parcel II:

Lot No. 261-2, Municipality of Piti, Territory of Guam, as said lot is marked and designated on that Parceling Survey Map of Lot No. 261 (For Lease Purposes), Municipality of Piti, Land Management Check No. 079 FY 2022,

recorded April 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 973081, which Parceling Survey Map is attached hereto as Exhibit C, with an area of 20,604 +/- square meters.

And that the construction and operation of (a) a natural gas / ultra-low sulfur diesel dual-fired power electric facility with a nameplate capacity of 198 MW and a related battery energy storage system on Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam, and (b) an ultra-low sulfur high speed diesel reserve facility on Lot No. 261-2, Piti, Guam, as a conditional use of said properties, is hereby authorized and approved.

Section 3. Waiver of Application of Title 21 GCA, Chapter 60, § 60115 to the Lease.

In connection with the approval of the Lease by *I Liheslaturan Guåhan* as provided in Section 2 of this Act, *I Liheslaturan Guåhan* hereby waives the requirements of § 60115 of Chapter 60, Title 21, Guam Code Annotated, as to the Lease in its entirety.

Section 4. Waiver of Application of Title 5 GCA, Chapter 5, § 5127 to the Lease.

In connection with the approval of the Lease by *I Liheslaturan Guåhan* as provided in Section 2 of this Act, *I Liheslaturan Guåhan* hereby waives the requirements of § 5127 of Chapter 5, Title 5, Guam Code Annotated, as amended from time to time, as to the Lease in its entirety.

Section 5. Exemption. Title 2 GCA, Chapter 2, § 2107 and Section 6.04(c)(i) of the Standing Rules of *I Mina'trentai Sais Na Liheslaturan Guåhan* relative to the appraisals of land shall not apply to this Act.

Section 6. Insurance Coverage Reporting. Guam Power Authority shall annually provide *I Liheslaturan Guåhan* with a copy of the Declaration Page of all

insurance policies issued under the land lease agreements entered into between the Guam Power Authority and Guam Ukudu Power LLC.

Section 7. Effective Date. This Act shall be effective upon enactment.

Section 8. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act which can be given effect without the invalid provisions or application, and to this end the provisions of this Act are severable.

EXHIBIT A

Second Amended and Restated Land Lease Agreement

See attached.

Second Amended and Restated Land Lease Agreement

BETWEEN

THE GUAM POWER AUTHORITY

(GPA)

AND

GUAM UKUDU POWER LLC

for a

198 MW Dual Fired Power Electric Facility

Located at Ukudu, Guam

and

Diesel Generator Reserve Facility

Located at Piti, Guam

2022

GUAM POWER AUTHORITY
SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT

TABLE OF CONTENTS

R E C I T A L S 1
ARTICLE 1: LEASE 2
ARTICLE 2: TERM 3
ARTICLE 3: DELIVERY OF POSSESSION 3
ARTICLE 4: RENT 4
ARTICLE 5: USE OF PREMISES 4
ARTICLE 6: CONDITION OF PREMISES 4
ARTICLE 7: OWNERSHIP OF IMPROVEMENTS 4
ARTICLE 8: ALTERATIONS 4
ARTICLE 9: ENTRY / ACCESS 5
ARTICLE 10: ASSIGNMENT AND SUBLETTING 5
ARTICLE 11: COMPLIANCE WITH LAW - WASTE AND NUISANCE PROHIBITED .5
ARTICLE 12: ABANDONMENT OF PREMISES 6
ARTICLE 13: PROJECT FINANCING 6
ARTICLE 14: LIABILITY FOR LIENS ON PREMISES 6
ARTICLE 15: REPAIRS, UTILITIES AND TAXES 6
ARTICLE 16: LIABILITY ON DESTRUCTION OF PREMISES 7
ARTICLE 17: LIABILITY FOR INJURY OR DAMAGE UNDER LEASE AGREEMENT 8
ARTICLE 18: LIABILITY FOR INSURANCE FOR LEASE 8
ARTICLE 19: ENVIRONMENTAL PROTECTION 8
ARTICLE 20: INDEMNIFICATION 11
ARTICLE 21: PROHIBITION OF VOLUNTARY ASSIGNMENT – EFFECT OF BANKRUPTCY OR INSOLVENCY 11
ARTICLE 22: PROJECT COMPANY EVENT OF DEFAULT 11
ARTICLE 23: GPA EVENT OF DEFAULT 13
ARTICLE 24: TERMINATION OF LEASE AGREEMENT 13
ARTICLE 25: SURRENDER OF PREMISES 13
ARTICLE 26: NOTICES 13
ARTICLE 27: PARTIES BOUND 14

ARTICLE 28: RELATIONSHIP OF PARTIES 14
ARTICLE 29: DISPUTE RESOLUTION 14
ARTICLE 30: GOVERNING LAW 16
ARTICLE 31: NO WAIVER 16
ARTICLE 32: ATTORNEYS' FEE 16
ARTICLE 33: EFFECT OF PARTIAL INVALIDITY 16
ARTICLE 34: ENTIRE AGREEMENT 16
ARTICLE 35: MODIFICATION OF LEASE AGREEMENT 16
ARTICLE 36: COUNTERPARTS 16
ARTICLE 37: FURTHER ASSURANCES 17
ARTICLE 38: PARAGRAPH HEADINGS 17
ARTICLE 39: NOTICE OF RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES (5 GCA § 5253) 17

SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT
BETWEEN
GUAM POWER AUTHORITY
AND
GUAM UKUDU POWER LLC

This SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT ("**Lease Agreement**"), is made and executed this ___ day of _____ 2022, by and between GUAM POWER AUTHORITY, (hereinafter referred to as "**GPA**"), a public corporation and autonomous instrumentality of the Government of Guam, and GUAM UKUDU POWER LLC (hereinafter referred to as "**Project Company**"), a limited liability company, duly organized and existing under the laws of Guam, duly registered to do business in Guam, with its local address at 655 S. Marine Corps Drive, Unit 102, Soma Building, Tamuning, Guam (GPA and the Project Company may sometimes jointly be referred to herein as the "**Parties**".)

RECITALS

WHEREAS, GPA is authorized by its enabling legislation to enter into build-operate-transfer contracts for a period not exceeding thirty (30) years; and

WHEREAS, on May 1, 2018, *I Liheslaturan Guåhan* passed Bill 223-34, enacted as Public Law 34-102 on May 16, 2018, rezoning that portion of the Premises (defined below) located in Dededo, Guam to Light Industrial Zone (M1) permitting a conditional use of the site for the construction and operation of a new power generation facility; and

WHEREAS, GPA, through its solicitation process (MS BID IFB-GPA-034-18) has entered into an Energy Conversion Agreement with Project Company on November 5, 2019 (as amended, amended and restated, modified or supplemented from time to time, the "**ECA**") in relation to a 198MW power generation facility to be built, owned and operated by Project Company on the Premises, which shall be provided by GPA and leased to the Project Company through a land lease agreement co-terminus with the ECA; and

WHEREAS, GPA holds the title to that certain real property located in Dededo, Guam, for the 198MW Dual Fired Power Electric Facility and certain real property located in Piti, Guam for the Diesel Generator Reserve Facility collectively known as the Premises (as hereinafter defined); and

WHEREAS, on November 5, 2019 ("**Effective Date**"), GPA and Project Company entered into that Land Lease Agreement, as amended and restated on March 17, 2021, for the Premises, and the parties desire to further amend and restate the Land Lease Agreement upon the terms and conditions set forth herein for the purposes of implementing the ECA; and

WHEREAS, the commencement date for Parcels 1 and 3 was September 7, 2021 ("**Commencement Date**"), and for Parcel 2 the commencement date is the date stated in a Notice issued by Project Company to GPA ("**Commencement Date Reserve Facility**").

WHEREAS, on April 11, 2022, P.L. 36-91 was signed into law by the Governor of Guam providing that the construction of the Reserve Facility shall be exempt from 12 GCA § 8119 and providing that "GPA shall be required to comply with the Air Quality and Emissions Limitations contained in the U.S. Environmental Protection Agency Clean Air Act of 1990, Chapter 85 of Title 42, United States Code, Section 7401 et. seq. (Clean Air Act). GPA shall install air quality monitors, or such other device specified in the Clean Air Act necessary to measure air quality emissions from the forty-one (41) megawatt diesel units construction on Lots 261 and 257 and ensure compliance with the Clean Air Act." GPA will install air monitoring devices at the Jose Rios Middle School and the Port Authority of Guam no later than ninety (90) days prior to the Commercial Operation Date ("**COD**") of the Reserve Facility, subject to compliance requirements of the Guam Environmental Protection Agency ("**GEPA**").

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: LEASE

GPA leases to Project Company on the terms and conditions in this Lease Agreement the following parcels more particularly described on the survey maps set forth in Exhibit "**A**" attached hereto and incorporated herein (collectively, the "Premises"):

Parcel 1 – Lot No. 5010-1NEW-NEW-1, Dededo Guam, Suburban, as said lot is marked and designated in that Parceling Survey Map of Lot 5010-1NEW-NEW (For Lease Purposes), Municipality of Dededo, Land Management Check No. 083FY22, recorded March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971856.

Area: 94,200 +/- square meters

Last Certificate of Title Number: 5682 - The Naval Government of Guam, for and on behalf of the United States of America (Revised Harmon Air Force Base C.V. #33-50) (Estate Number 2717).

Parcel 2 – Lot 261-2, Piti, Guam, as said lot is marked and designated in that Parceling Survey Map of Lot 261 (For Lease Purposes), Municipality of Piti, Land Management Check No. 079 FY 2022, recorded April 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 973081.

Area: 20,604 +/- square meters

Last Certificate of Title Number: 2867 - The Naval Government of Guam (All that tract or parcel of land in the municipalities of Piti, Sumay and Agat, Island of Guam, as delineated on Land and Claims Commission Drawing No. P348 and entitled "Apra Harbor Reservation with property overlay").

Parcel 3 – Lot 5010-1NEW-NEW-R1, Dededo, Guam, Suburban, as said lot is marked and designated in that Parceling Survey Map of Lot 5010-1NEW-NEW (For Lease Purposes), Municipality of Dededo, Land Management Check No. 083 FY 2022, recorded March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971856.

Area: 145,654 +/- square meters

Last Certificate of Title Number: 5682 - The Naval Government of Guam, for and on behalf of the United States of America (Revised Harmon Air Force Base C.V. #33-50) (Estate Number 2717).

Capitalized terms included but not defined in this Lease Agreement shall have the meanings set forth in the ECA. In the event of any inconsistency between any provisions of this Lease Agreement and those of the ECA, the provisions of the ECA shall prevail.

ARTICLE 2: TERM

This Lease Agreement shall be effective and binding as of the Effective Date.

As to Parcels 1 and 3, the term of this Lease Agreement (the "**Term**") shall terminate twenty-five (25) Contract Years after the Commercial Operation Date, subject to earlier termination as provided in Article 24; provided, however, that the Term shall be extended or earlier terminated to match any extension or early termination of the ECA.

As to Parcel 2, the Term shall terminate twenty-five (25) Contract Years after the Commercial Operation Date Reserve Facility, provided, however, that the Term as to Parcel 2 shall be extended or earlier terminated to match any extension or early termination of the ECA, including under Article 17 of the ECA.

In no event shall this Lease Agreement be terminated by GPA while the ECA or any Connection Agreement entered into under Article 4.5(i) of the ECA is in effect.

ARTICLE 3: DELIVERY OF POSSESSION

Possession of the Premises will be delivered to Project Company on the applicable Commencement Date. If GPA, for any reason whatsoever, cannot deliver possession of the Premises to Project Company on the applicable Commencement Date, this Lease Agreement shall not be void or voidable. GPA shall be responsible for, and Project Company is entitled to, the full compensation for any loss, damage, cost, expense incurred due to any delays in the delivery of the Premises. Project Company is further entitled to the extension of time for its performance of obligations under the ECA for the time being delayed by GPA to deliver the Premises.

Project Company (together with its agents (including independent consultants), lenders, employees, contractors and subcontractors) shall have the right to enter unto or upon and exit the Premises at any time prior to the applicable Commencement Date for the purpose of making

necessary investigations and conducting site studies; provided, however, that Project Company shall not commence construction or other activity upon the Premises that alters or changes the Premises in any manner prior to the applicable Commencement Date, except in relation to the carrying out of site investigations, site grading, site studies, site surveys, road paving work and building foundation by the Project Company or its Construction Contractor.

ARTICLE 4: RENT

Project Company will pay to GPA as rent, without deduction, setoff, notice, or demand, the annual sum of US$100.00 (One Hundred and No/100 U.S. Dollars), which shall be paid by check. For the avoidance of doubt, Project Company does not constitute a private alternate energy supplier for the purpose of 12 Guam Code Annotated § 8308. Project Company shall be responsible for any and all of the costs related to compliance with its obligations set forth herein.

ARTICLE 5: USE OF PREMISES

The Premises will be used and occupied by Project Company only for the purpose of its planning, development, construction, commissioning, testing, operation, repair, and maintenance of the Project Facilities and all things reasonably incidental to the foregoing.

ARTICLE 6: CONDITION OF PREMISES

Subject to the provisions of the ECA, Project Company has inspected, and accepts the condition and state of the Premises. Project Company acknowledges that no representations, statements, or warranties, express or implied, have been made by or on behalf of GPA in respect to the condition of the Premises, including all facilities located thereon, or whether the intended use or occupation may be made of them.

ARTICLE 7: OWNERSHIP OF IMPROVEMENTS

All improvements erected or placed on the Premises after the applicable Commencement Date by and on behalf of Project Company are and shall be the property of Project Company during the Term, subject to the terms and condition of this Lease Agreement. Upon the expiration or termination of the Lease Agreement, all such improvements shall become the property of GPA; provided, however, that the payment of any necessary costs and expenses are duly made by GPA as the concurrent condition.

ARTICLE 8: ALTERATIONS

Project Company will not make, or cause to be made any alterations, improvements, additions and changes in or to the Premises without the prior written consent of GPA unless such alterations, improvements, additions and changes are part of the design, construction, commissioning, operation or maintenance of the Project Facilities or the Electrical Connection Facilities pursuant to the ECA. Project Company shall not undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration, or repairs of the Premises, without the prior approval of the applicable Government Authority and in compliance with section 106 of the National Historic Preservation Act (16 U.S.C. § 470), and the Archeological Resources Protection Act of 1979 (16 U.S.C. § 470aa). Buried cultural materials

may be present on the Premises. If those materials are encountered, Project Company shall stop work immediately and notify GPA and the relevant Government Authority.

ARTICLE 9: ENTRY / ACCESS

GPA shall have the right to enter the Premises pursuant to the applicable terms of the ECA to inspect the Premises or the performance by Project Company of the terms and conditions of this Lease Agreement and the ECA. Any claims by the Project Company against GPA for damages arising from such entry shall be governed by the Government Claims Act (5 GCA Section 6101 et. seq.). Nothing in this Lease Agreement shall be deemed to prejudice the rights of the Project Company under any contract, other agreement or law including, but not limited to the Government Claims Act. All necessary keys to the buildings and Premises occupied by Project Company shall be made available to GPA upon request.

GPA grants to Project Company, its successors and assigns and its and its successors' and assigns' employees, vendors, contractors, and invitees, from the Effective Date and during the Term, an irrevocable non-exclusive easement on, over, across and through GPA properties described in Exhibit "**B**" attached hereto and incorporated herein (collectively "**Easement Lands**") for the benefit of the Premises and the Project Company, its successors and assigns and its and its successors' and assigns' employees, vendors, contractors, and invitees, for the purpose of providing ingress and egress as may be necessary or convenient to gain access to the Premises from public rights of way or easements ("**Access Easement**"). The grant of this Access Easement expressly includes the right of Project Company to construct, maintain, reconstruct, and/or repair roads and/or pedestrian access on, over, across and through the Easement Lands. GPA shall not interfere or prevent Project Company's access across the Access Easement. Project Company, its successors and assigns and its and its successors' and assigns' employees, vendors, contractors, and invitees agree to adhere to local and federal regulations regarding installation security, ingress, egress, safety and sanitation with regard to the Access Easement.

ARTICLE 10: ASSIGNMENT AND SUBLETTING

Subject to Article 13 of this Lease Agreement and Article 22.11 of the ECA, Project Company shall neither transfer, assign, nor sublet this Lease Agreement or any interest in it, or any property on the Premises, or grant any interest, privilege, or license whatsoever in connection with this Lease Agreement without the prior written consent of GPA, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 11: COMPLIANCE WITH LAW - WASTE AND NUISANCE PROHIBITED

During the Term of this Lease Agreement, Project Company shall observe and comply with applicable Law and rules, regulations and orders of all applicable Governmental Authorities, in each case affecting the Premises, the equipment and any improvements by Project Company in and on the Premises, or any part of the Premises.

Project Company shall not commit, or suffer to be committed, any waste on the Premises, or any nuisance unless related to the design, construction, commissioning, operation and maintenance of the Project Facilities and the Electrical Connection Facilities in compliance with Prudent Utility Practices.

ARTICLE 12: ABANDONMENT OF PREMISES

Project Company shall not vacate or abandon the Premises at any time during the term of this Lease Agreement. If Project Company abandons, vacates, or surrenders the Premises or is dispossessed by process of law, or otherwise, any personal property belonging to Project Company and left on the Premises shall be deemed to be abandoned.

ARTICLE 13: PROJECT FINANCING

GPA acknowledges and accepts that Project Company plans to obtain third party debt financing from Lenders to construct the Facility and hereby consents to customary lender mortgage rights and liens upon the Premises and any all improvements situated thereon including, without limitation, the Project Facilities, and any personal property of the Project Company used in connection therewith, and lender rights to step-in, assume and transfer the rights and obligations of the Project Company under this Lease Agreement as set forth in the Lender's Direct Agreement, the applicable terms and conditions of which are hereby by incorporated herein by reference.

ARTICLE 14: LIABILITY FOR LIENS ON PREMISES

Subject to Article 13, Project Company shall not permit any lien, charge, or encumbrance to be filed against the title of GPA with respect to the Premises, including, but not limited to, by reason of work, labor, services or materials supplied to Project Company or anyone holding the Premises or any part of the Premises by, through or under Project Company. As to any and all alterations, additions, improvements, repairs and work installed or performed by Project Company on the Premises, or labor performed or material furnished in connection therewith, neither GPA nor the Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but rather, all alterations, additions, improvements, and repairs, and labor and material, shall be made, furnished, and performed at the expense of Project Company unless specified otherwise in the ECA. Project Company shall be solely responsible to contractors, laborers, and material suppliers furnishing and performing the labor and material unless specified otherwise in the ECA.

If any lien, charge, or order for the payment of money shall hereafter be filed against the title or other estate of GPA in the Premises or any buildings or improvements on the Premises, or against GPA, whether or not the lien, charge, or order is valid or enforceable, Project Company shall, at the expense of Project Company cause the lien to be cancelled and discharged of record or bonded within thirty (30) days after the notice to Project Company of the filing of such item; *provided, that* the Project Company shall have no obligation to remove any lien, charge, or order occurring by reason of any action or inaction taken or not taken by or on behalf of GPA.

ARTICLE 15: REPAIRS, UTILITIES AND TAXES

Project Company shall maintain, or cause to be maintained, the Premises in reasonable order and condition in light of the use of the Premises and the condition of the Premises immediately prior to the applicable Commencement Date.

Project Company, shall, at all times during the Term, at the expense of Project Company, keep and maintain in thorough repair and good, safe, and substantial order and condition, having regard to normal wear and tear, all buildings and improvements, and all building service equipment, on the land portion of the Premises at the commencement of the Term hereof and thereafter erected on the Premises, or forming part of the Premises, and promptly make all necessary repairs, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not the repairs were necessitated by wear, tear, obsolescence, or defects, latent or otherwise.

Project Company shall use reasonable precaution to prevent waste, damage, or injury, and shall at the expense of Project Company, keep, replace, and maintain in thorough repair, good order, and safe condition, and free from rubbish, and other obstructions or encumbrances, the areas in front of and adjacent to the Premises.

GPA shall in no event be required to make any alterations, additions, improvements, replacements, renewals or repairs of any kind, nature, or description, whatsoever during the term of this Lease Agreement, nor shall GPA be required to furnish Project Company any utilities or services of any kind whatsoever during the term unless specified otherwise in the ECA.

Project Company shall be responsible for obtaining utilities and services for the Premises unless specified otherwise in the ECA. Project Company shall have the right, subject to Article 8, to install utilities, or make improvements to existing utilities on the Premises, including but without limitation, the installation of emergency power generators, that may be necessary for the operation of the Project Facilities.

Project Company shall pay to the proper authority when and as the same become due and payable all taxes, assessments, and similar charges that, at any time during the Term of this Lease Agreement may be imposed on the Premises.

ARTICLE 16: LIABILITY ON DESTRUCTION OF PREMISES

If, during the Term of this Lease Agreement, buildings, improvements, or the building service equipment in and on the Premises at the commencement of the Term or thereafter erected on or in the Premises shall be destroyed or damaged in whole or in part by fire or other cause, Project Company shall give to GPA notice thereof. Project Company shall, in accordance with its obligations under the ECA and to the extent such costs are covered by insurance policies obtained by the Project Company as required by the ECA, promptly repair, replace, and rebuild the destroyed buildings, improvements, or equipment on the premises, at least to the extent of the value and as nearly as possible to the character thereof at the commencement of the Term and thereafter erected on the Premises. In no event shall GPA be called on to repair, replace, or rebuild any buildings, improvements, or equipment, or to pay any of the expenses thereof, unless such destruction is caused by the negligent act or omission or intentional act of GPA, its agents, or employees.

ARTICLE 17: LIABILITY FOR INJURY OR DAMAGE UNDER LEASE AGREEMENT

Project Company is and shall be in exclusive control and possession of the Premises as provided in this Lease Agreement, and in no event shall GPA be liable for any injury or damage to any property or to any person happening on or about the Premises, or for any injury or damage to the Premises, nor to any property of Project Company, or of any other person contained in or on the Premises, except to the extent caused by the negligent act or omission or intentional act of GPA, its agents, or employees.

ARTICLE 18: LIABILITY FOR INSURANCE FOR LEASE

During the Term of this Lease Agreement, Project Company, at the expense of Project Company, shall be responsible to ensure that there is effective insurance covering Project Company's use of the Premises and operations allowed under this Lease Agreement, as provided for and in accordance with Article 14 of the ECA.

ARTICLE 19: ENVIRONMENTAL PROTECTION

19.1. Compliance with Law. Project Company shall comply, at its sole cost and expense, with the Laws that are applicable to Project Company's activities on the Premises. Project Company shall be financially responsible for environmental contamination of the Premises which occurs during the Term of this Lease Agreement, unless otherwise specified in the ECA.

19.2. Permits. Project Company shall be solely responsible for obtaining at its cost and expense any Governmental Authorizations required for its operations under this Lease Agreement as set forth in the ECA.

19.3. Indemnification. Subject to Section 19.5, Project Company shall, to the maximum limit provided for under the relevant insurance coverage under Article 14 of the ECA, indemnify and hold harmless GPA, and defend GPA against, any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or any other acts or omissions by Project Company, its officers, agents, employees, or contractors, or licensees, or the invitees of any of them, giving rise to GPA liability, civil or criminal, or responsibility under environmental Laws, except to the extent caused by the negligent act or omission or intentional act of GPA, its agents , or employees. This paragraph shall survive the termination of this Lease Agreement, and Project Company's obligations under this paragraph shall apply whenever GPA incurs costs or liabilities for Project Company's actions of the types described in this paragraph.

19.4. Inspection. GPA's rights under this Lease Agreement specifically include the right for GPA or its officials to inspect upon reasonable notice (as set forth in the ECA) the Premises for compliance with environmental, safety, and occupational health Laws, whether or not GPA is responsible for enforcing them. Those inspections may be made without prejudice to the right of duly constituted enforcement officials to make them. GPA will give Project Company twenty- four (24) hours prior notice of its intention to enter the Premises unless it determines the entry is required for imminent safety, environmental, operations, or security

purposes. Any claims by Project Company against GPA for damages arising from such entry shall be governed by the Government Claims Act.

19.5. Environmental Liability of Project Company. Notwithstanding any other provision of this Lease Agreement, Project Company does not assume any liability or responsibility for environmental impacts and damage caused by the prior property owner's use of toxic or hazardous wastes, substances, or materials on any portion of the Premises unless such liability or responsibility is provided for in the ECA. Project Company has no obligation under this Lease Agreement to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use or release of any toxic or hazardous wastes, substances, or materials on or from any part of the area, including the Premises, which occurred prior to the applicable Commencement Date.

This Section 19.5 shall survive the expiration or termination of this Lease Agreement.

19.6. Response or Remedial Actions. Project Company agrees to comply with the provisions of any health or safety plan in effect or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Project Company. Any claims by Project Company or subcontractor against GPA for damages arising from such actions shall be governed by the Government Claims Act.

19.7. Storage of Hazardous Wastes. Project Company must comply with all applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. Project Company shall not treat, store, transport, or dispose of hazardous waste unless Project Company is in possession of any required permit issued to it under the Resource Conservation and Recovery Act, as amended ("**RCRA**"). Project Company shall not treat, store, transport, or dispose of any hazardous waste under, pursuant to, or in reliance upon any permit issued to GPA. Project Company shall be liable for the cost of proper disposal of any hazardous waste generated by its approved subcontractors in the event of failure of the subcontractors to dispose properly of those wastes.

19.8. Environmental Records. Project Company must maintain and make available to GPA all records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of hazardous waste relevant to the Premises, as well as all other environmental records required to be maintained by Project Company in connection with its use and activities on the Premises by applicable Laws. GPA reserves the right to inspect the Premises and Project Company's records for compliance with applicable Laws relating to the generation, handling, storage, treatment, and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by GPA to appropriate regulatory agencies, as required by applicable law. Project Company shall be liable for the payment of any fines and penalties that may accrue as a result of the actions of Project Company.

19.9. Spill Plans. If hazardous waste, fuel, chemicals, or other regulated hazardous substances will be present on the Premises, Project Company shall prepare a completed and

approved plan prior to Commercial Operation Date on the Premises for responding to hazardous waste, fuel, and other chemical spills. The 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 Laws, and where required, shall be approved by the Government Authority having regulatory jurisdiction over the plan. The plan shall be independent of GPA spill prevention and response plans. Project Company shall not rely on use of GPA's personnel or equipment in execution of its plan. Project Company shall file a copy of the approved plan and approved amendments thereto within fifteen (15) days of approval. Notwithstanding the foregoing (except as set forth in Section 19.5 above), should GPA provide any personnel or equipment, whether for initial fire response or spill containment or otherwise on request of Project Company, or because Project Company was not, in the sole opinion of GPA, conducting timely cleanup actions as required of Project Company under applicable laws and regulations, Project Company agrees to reimburse GPA for its costs in accordance with all applicable Laws.

19.10. RCRA Compliance. Project Company shall comply with the hazardous waste permit requirements under the RCRA or its state equivalent and any other applicable hazardous waste Laws pertaining to Project Company's use or activities on the Premises. Project Company must provide at its own expense hazardous waste storage facilities that comply with all applicable Laws that it may need for storage. GPA hazardous waste storage facilities will not be available to Project Company. Any violation of the requirements of this paragraph shall be deemed a material breach of this Lease Agreement.

19.11. Discharge of Fill. Project Company shall not discharge, or allow the discharge of, any dredged or fill material into any waters or wetlands on the Premises except in compliance with the express written consent of the applicable Governmental Authority with jurisdiction over such matters.

19.12. Pesticides. Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, Project Company shall prepare a plan for storage, mixing, and application of pesticides (the "**Pesticide Management Plan**"). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, state, and local pesticide requirements. Project Company shall store, mix, and apply all pesticides within the Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

19.13. National Pollutant Discharge Elimination System (NPDES) Permit. Project Company shall comply with all requirements of the Federal Water Pollution Control Act, as amended, the NPDES, and any applicable State or local requirements. If Project Company discharges wastewater to a publicly owned treatment works, Project Company must submit an application for its discharge prior to Financial Close. Project Company shall be responsible for meeting all applicable wastewater discharge permit standards. Project Company shall not discharge wastewater except under the authority of any NPDES permit, pretreatment permit, or any other permit issued for the Project. Project Company shall not install or use any septic tank facility.

19.14. Environmental Access. GPA, U.S. EPA/Guam EPA, and the government of Guam, and their respective officers, agents, employees, contractors, and subcontractors have the

right, upon reasonable notice to Project Company to enter upon the Premises, to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, and testing soil borings, if applicable.

ARTICLE 20: INDEMNIFICATION

GPA shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Project Company or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, on or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Project Company or of any occupation, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters of things above set forth.

Project Company shall indemnify and hold harmless GPA against any and all claims, liabilities, losses, or damage whatsoever on account of any such loss, injury, death, or damage. Project Company waives all claims against GPA for damages to the buildings and improvements that are now on or hereafter placed or built on the Premises and to the property of Project Company in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising after the date hereof. As to Project Company's obligations to GPA under this Article, the three immediately preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligent act or omission or misconduct of GPA, its agents, or employees.

ARTICLE 21: PROHIBITION OF VOLUNTARY ASSIGNMENT – EFFECT OF BANKRUPTCY OR INSOLVENCY

Subject to Article 13, neither this Lease Agreement nor the Premises nor any interest of GPA under this Lease Agreement in the Premises or in the building of improvements of the Premises shall be subject to involuntary assignment, transfer, sale, or to assignment, transfer or sale by operation of law in any manner whatsoever; any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

Without limiting the generality of the provisions of the preceding paragraph of this Article 21, Project Company agrees that termination of the ECA shall result in automatic termination of this Lease and all rights of Project Company under this Lease Agreement in and to the Premises and also all rights of any and all persons claiming under Project Company.

ARTICLE 22: PROJECT COMPANY EVENT OF DEFAULT

22.1. Project Company Event of Default. GPA may, at its option and without limiting GPA in the exercise of any other right or remedy it may have on account of a default or breach by Project Company, exercise the rights and remedies specified in Article 4.5 of the ECA upon the occurrence of the following ("**Project Company Event of Default**"):

(a) Project Company defaults in the payment of any money agreed to be paid by Project Company to GPA for rent or for any other purpose under this Lease

Agreement, and if such default continues for fifteen (15) Business Days after written notice to Project Company by GPA;

(b) the Premises are used for an unlawful purpose; and

(c) Project Company defaults in the performance of its material obligations under this Lease Agreement and such default continues for sixty (60) days after written notice to Project Company by GPA.

GPA shall deliver to the Agent a copy of any notice given under this Article 22.

22.2. Remedies. Upon the termination of the ECA due to a Project Company Event of Default pursuant to Article 4.5 of the ECA, GPA may exercise any of the following rights:

(a) immediately reenter and, at GPA's election, remove all persons and property from the Premises, store the personal property in a public warehouse or elsewhere at the cost of, for the account of, and at the risk of Project Company. In the event of any such reentry by GPA, GPA may make any repairs, additions, or improvements in, to or upon the Premises which may be necessary or convenient;

(b) collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Project Company required to be kept or performed, it being specifically agreed that all unpaid installments of rent other sums shall bear interest at the highest legal rate from the due date thereof until paid; or

(c) terminate this Lease Agreement, in which event Project Company agrees to immediately surrender possession of the Premises and any improvements thereon.

22.3. No Waiver of Default. GPA's failure to take advantage of any default or breach of covenant on the part of the Project Company shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may arise between the Parties in the course of administering this Lease Agreement be construed to waive or to lessen the right of GPA to insist upon the performance by Project Company of any term, covenant, or condition hereof, or to exercise any rights given on account of any such default. A waiver of a particular breach, or default, shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver or any term, covenant, or condition of this Lease Agreement.

22.4. Project Company's Waiver of Statute of Limitations. Project Company does further waive the benefit of any statute of limitations to which it might be entitled.

22.5. Remedies Cumulative. The rights, powers, elections, and remedies of GPA contained in this Lease Agreement shall be construed as cumulative and no one of them is or shall be considered exclusive of the other or exclusive of any rights or remedies allowed by law, and the exercise of one or more rights, powers, elections, or remedies shall not impair GPA's right to exercise any other.

ARTICLE 23: GPA EVENT OF DEFAULT

The Project Company may, at its option and without limiting Project Company in the exercise of any other right or remedy it may have on account of a default or breach by GPA, exercise the rights and remedies specified in Article 4.5 of the ECA if GPA defaults in the performance of its material obligations under this Lease Agreement and such default continues for sixty (60) days after written notice to GPA by Project Company ("**GPA Event of Default**").

ARTICLE 24: TERMINATION OF LEASE AGREEMENT

This Lease Agreement may be terminated upon the written mutual agreement of GPA and Project Company.

This Lease Agreement shall terminate as to Parcel 3 no later than twelve (12) months after the Commercial Operation Date or such later date as mutually agreed in writing by GPA and Project Company.

ARTICLE 25: SURRENDER OF PREMISES

Upon the voluntary or other termination of this Lease Agreement or any early termination of the Term from whatever cause, Project Company shall peaceably and quietly surrender and deliver up to GPA the Premises, including all buildings, alterations, rebuilding, replacements, and changes, additions, and improvements, constructed, erected, added, or placed on the Premises by Project Company, with all building service equipment in or appurtenant to the Premises, in as good condition, repair, and as clean as at the commencement of the term, and as any new buildings, structures, replacements, additions, or improvements constructed, erected, added, or placed on the Premises by Project Company were when completed, excepting the existence of the Project Facilities and the Electrical Connection Facilities and taking into account reasonable wear and tear and the intended use of the Premises for electricity generation in accordance with Prudent Utility Practices. Project Company shall, within a reasonable period from the termination of this Lease Agreement, remove from the Premises any personal property that constitutes as collateral under the Financing Documents.

ARTICLE 26: NOTICES

All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands shall be sent by telefax or mail, postage prepaid, addressed to:

To: *(Post Office Address)*
GUAM POWER AUTHORITY
General Manager
P.O. Box 2977 Hagatña, Guam 96932

Or

(Physical Address)
GUAM POWER AUTHORITY
General Manager
Gloria B. Nelson Public Service Bldg.
688 Route 15, Suite 100
Mangilao, Guam 96913-6203

To: GUAM UKUDU POWER LLC
Chief Executive Officer
655 S. Marine Corps Drive Unit 102, Soma Building
Tamuning, Guam 96913

ARTICLE 27: PARTIES BOUND

The covenants, agreements, terms, provisions and conditions contained in this Lease Agreement shall apply to and bind the successors, executors, administrators, and assigns of the Parties.

ARTICLE 28: RELATIONSHIP OF PARTIES

Nothing contained in this Lease Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between GPA and Project Company.

ARTICLE 29: DISPUTE RESOLUTION

29.1. Disputes. In the event that a dispute arises under this Lease Agreement, the Parties shall attempt in good faith to settle such dispute by mutual discussions within thirty (30) days after the date that the disputing Party gives notice of the dispute to the other Party which may include referring the dispute to the Joint Coordinating Committee pursuant to the ECA for a specified time period, subject to mutual agreement of the Parties.

In the event that the Parties do not reach agreement on the dispute within forty-five (45) days after the date that either Party gives notice of the dispute pursuant to the preceding paragraph, or such longer period as they may agree in writing, then either Party may commence resolution of the dispute in accordance with Section 29.3 or, subject to mutual agreement of the Parties in writing, submit the dispute to mediation pursuant to Section 29.2.

29.2. Mediation

(a) In the event that the Parties mutually agree pursuant to Article 29.1 to submit a dispute to mediation, then such dispute shall be submitted to mediation in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this paragraph. This agreement to mediate is

authorized under 5 GCA § 5427 (b) and 2 GAR § 9103 (a)(1). The Parties shall each pay one-half of the mediation expenses.

(b) In the event the dispute is not resolved through mediation within ninety (90) days from the date on which either party gave notice of the dispute pursuant to Section 29.1, either Party may commence resolution of the dispute in accordance with Section 29.3.

(c) Any mediation shall be conducted in English.

(d) The place of mediation shall be Guam.

29.3. Arbitration

(a) Any Dispute arising out of or in connection with this Agreement and not resolved following the procedures described in Article 29.1 and Article 29.2 shall be finally settled by arbitration under the Rules of Arbitration of the American Arbitration Association ("**AAA Rules**").

(b) Any arbitration shall be conducted in English, and unless otherwise agreed by the Parties, the number of arbitrators shall be three (3). The arbitrators shall be appointed in accordance with the AAA Rules

(c) The place of arbitration shall be Los Angeles, CA, USA.

(d) The arbitration tribunal may consolidate an arbitration arising out of or relating to this Agreement with any arbitration arising out of or relating to the ECA if the subject matter of the disputes arises out of or relates to essentially the same facts or transactions. Such consolidated arbitration shall be determined by the arbitration tribunal appointed for the arbitration proceeding that was commenced first in time.

(e) Article 29.3 will be governed by and construed in accordance with the laws of the Territory of Guam and the applicable laws of the United States of America.

29.4. Performance of Obligations. Unless otherwise provided in this Lease Agreement, during the conduct of Dispute resolution the Parties shall continue to perform their respective obligations under this Lease Agreement.

29.5. Consent to Jurisdiction. Each Party hereby consents to the jurisdiction of the courts of Guam for any action filed by the other Party to enforce a judgment entered for the purpose of recognizing any award or decision of any arbitrator(s) who were duly appointed pursuant to this Lease Agreement to resolve any Dispute between the Parties.

29.6. Waiver of Jury Trial. Each Party waives any right to trial by jury of any claim or action under or in connection with this Agreement, regardless of the legal theory. This waiver of right to trial by jury is given knowingly and voluntarily by each Party hereto.

ARTICLE 30: GOVERNING LAW

This Lease Agreement will be governed by and construed in accordance with the laws of the Territory of Guam and the applicable laws of the United States of America.

ARTICLE 31: NO WAIVER

The failure of either party to this Lease Agreement to insist on the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Lease Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 32: ATTORNEYS' FEE

If either party commences an action against the other in connection with this Lease Agreement, the prevailing party will be entitled to recover costs of suit and reasonable attorneys' fees.

ARTICLE 33: EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this Lease Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Lease Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

ARTICLE 34: ENTIRE AGREEMENT

This Lease Agreement, the ECA and the Lenders' Direct Agreement set forth all the agreements between GPA and Project Company concerning the Premises, and there are no agreements, either oral or written with respect thereto, other than as set forth in the aforementioned agreements.

ARTICLE 35: MODIFICATION OF LEASE AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced by a document in writing signed by each party or an authorized representative of each party.

ARTICLE 36: COUNTERPARTS

This Lease Agreement may be executed in any number of counterparts, each which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

ARTICLE 37: FURTHER ASSURANCES

The Parties agree to execute whatever papers and documents and assurances may be necessary to effectuate the terms of this Lease Agreement and take such further action required by law or as GPA or Project Company may from time to time reasonably request in order to carry out more effectively the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created in favor of GPA or Project Company.

ARTICLE 38: PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simply, or aid in the interpretation of the provisions of this Lease Agreement.

ARTICLE 39: NOTICE OF RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES (5 GCA § 5253)

Project Company warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of Project Company while on government of Guam property, with the exception of public highways. If any employee of Project Company is providing services on government property and is convicted subsequent to an award of a contract, then Project Company warrants that it will notify GPA of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If Project Company is found to be in violation of any of the provisions of this paragraph, then GPA will give notice to Project Company to take corrective action. Project Company shall take corrective action within twenty-four hours of notice from GPA, and Project Company shall notify GPA when action has been taken. If Project Company fails to take corrective steps within twenty-four hours of notice from GPA, then GPA in its sole discretion may suspend temporarily any contract for services until corrective action has been taken. By this reference, this Notice is incorporated in full into the ECA.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amended and Restated Land Lease Agreement to be executed on the dates provided below to be effective as of the day and year first above written.

GUAM POWER AUTHORITY

By: _____
JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

Date: _____

APPROVED AS TO FORM:

By: _____
D. GRAHAM BOTHA
GPA GENERAL COUNSEL

Date: _____

ACKNOWLEDGEMENT

Guam, U.S.A.)
)ss
City of Mangilao)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **JOHN M. BENAVENTE, P.E.**, known to me to be the **GENERAL MANAGER** of **GUAM POWER AUTHORITY** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

ACKNOWLEDGEMENT

Guam, U.S.A.)
)ss
City of Mangilao)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **D. GRAHAM BOTHA**, known to me to be the **GENERAL COUNSEL** of **GUAM POWER AUTHORITY** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

GUAM UKUDU POWER LLC

By: _____
JEONG IRL MIN
CHIEF EXECUTIVE OFFICER

Date: _____

A C K N O W L E D G E M E N T

Guam, U.S.A.)
)ss
City of Hagatna)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **JEONG IRL MIN**, known to me to be the **CHIEF EXECUTVE OFFICER** of **GUAM UKUDU POWER LLC** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL OF GUAM

ATTEST:
LIEUTENANT GOVERNOR OF GUAM

By: _____
LEEVIN TAITANO CAMACHO
Attorney General of Guam

Date: _____

_____
JOSHUA F. TENORIO

Date: _____

GOVERNOR OF GUAM

_____
LOURDES AFLAGUE LEON GUERRERO

Date: _____

ACKNOWLEDGEMENT

Guam, U.S.A.)
)ss
City of _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **LEEVIN TAITANO CAMACHO**, known to me to be the **ATTORNEY GENERAL OF GUAM** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

A C K N O W L E D G E M E N T

Guam, U.S.A.)
)ss
City of _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **JOSHUA F. TENORIO**, known to me to be the **LIEUTENANT GOVERNOR OF GUAM** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

A C K N O W L E D G E M E N T

Guam, U.S.A.)
)ss
City of _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **LOURDES AFLAGUE LEON GUERRERO**, known to me to be the **GOVERNOR OF GUAM** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that she executed the same.

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

_____
Notary Public

Exhibit A

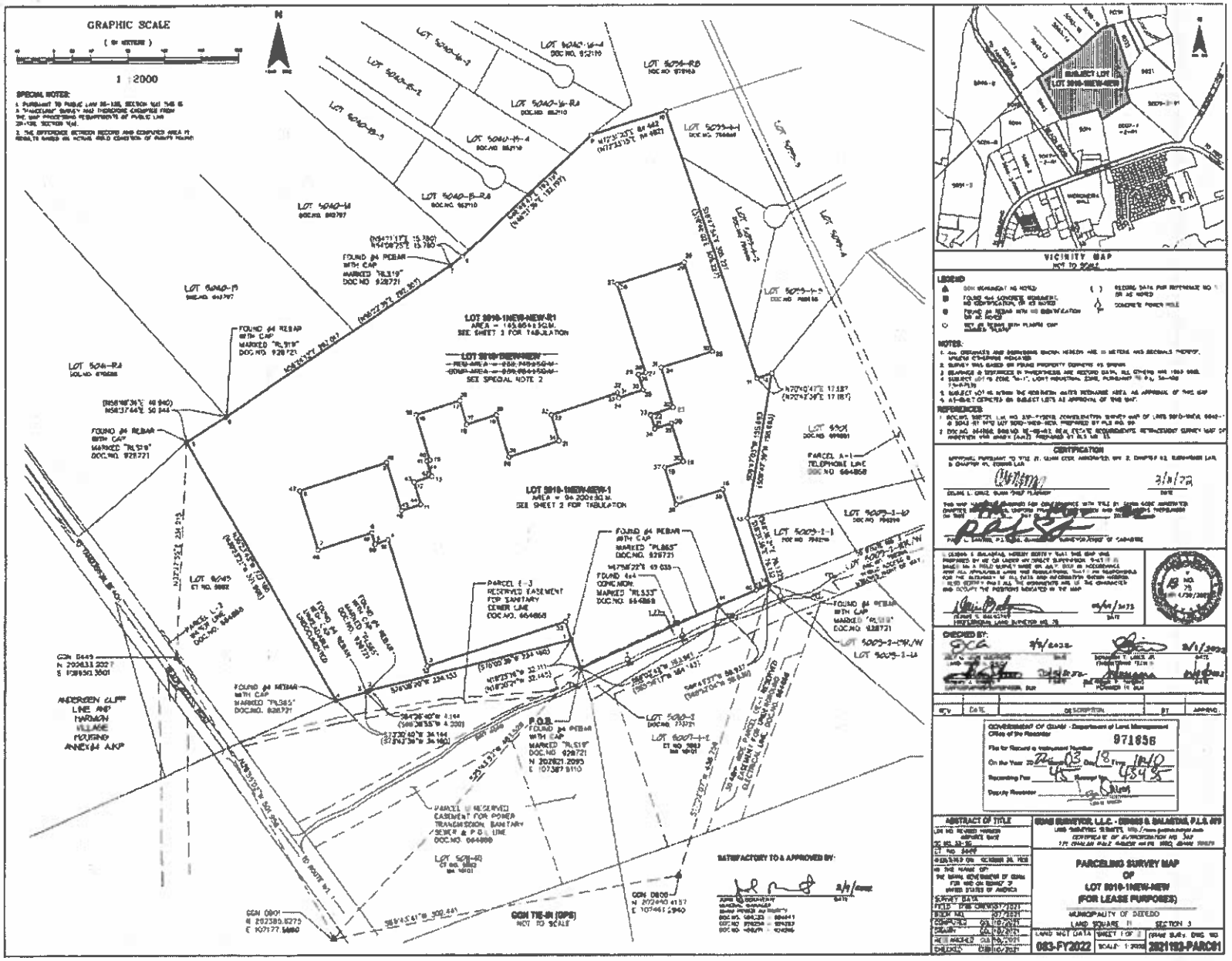
Premises

Parcels 1 and 3

Parceling Survey Map (For Lease Purposes) of Lot 5010-1NEW-NEW, Dededo

Instrument Number 971856

See attached.



Doc. No. 36GL-22-2144.*

LOT 3916-1NEW-NEW-1

LINE	BEARING	DISTANCE
1–2	N18°25'16" W	56.334
2–3	S72°30'08" W	156.580
3–4	N17°29'51" W	141.150
4–5	S72°30'08" W	16.000
5–6	N17°29'51" W	12.282
6–7	S72°30'08" W	81.118
7–8	N17°29'51" W	67.480
8–9	N72°30'08" E	99.671
9–10	S17°29'51" E	83.720
10–11	N72°30'08" E	21.650
11–12	N17°29'51" W	25.183
12–13	N72°30'08" E	19.830
13–14	N17°29'51" W	17.035
14–15	N72°30'08" E	3.299
15–16	N17°29'51" W	44.815
16–17	N72°30'08" E	69.478
17–18	S17°29'51" E	28.077
18–19	N72°30'08" E	33.440
19–20	S17°29'51" E	46.541
20–21	N72°30'08" E	56.372
21–22	N17°29'51" W	28.499
22–23	N72°30'08" E	78.265
23–24	S17°29'51" E	3.478
24–25	N72°30'08" E	27.817
25–26	N17°29'51" W	16.725
26–27	N72°30'08" E	7.908
27–28	N17°29'51" W	703.471
28–29	S72°30'08" W	79.478
29–30	S17°29'51" E	100.471
30–31	S72°30'08" W	3.299
31–32	S17°29'51" E	44.036
32–33	S72°30'08" W	25.845
33–34	S17°29'51" E	19.247
34–35	N72°30'08" E	18.954
35–36	S17°29'51" E	42.139
36–37	S72°30'08" W	71.033
37–38	S17°29'51" E	41.327
38–39	N72°30'08" E	52.816
39–40	S18°37'46" E	114.918
40–41	S68°41'27" W	43.672
41–1	S84°06'42" W	163.961

AREA = 84,200±SQ.M.

LOT 3916-1NEW-NEW-R1

LINE	BEARING	DISTANCE
1–2	S76°05'10" W	224.151
	(S76°00'29" W)	(224.180)
2–3	S6°42'40" W	4.144
	(N13°59'55" W)	(4.200)
3–4	S72°30'08" W	34.144
	(S72°47'56" W)	(34.180)
4–5	N36°27'43" W	332.180
	(N36°27'31" W)	(331.996)
5–6	N56°37'44" E	70.744
	(N56°44'38" E)	(49.840)
6–7	N36°27'43" W	293.017
	(N36°25'53" W)	(292.303)
7–8	N54°09'22" E	15.760
	(N54°11'17" E)	(15.760)
8–9	N49°39'47" E	692.187
	(N49°42'38" E)	(692.187)
9–10	N72°30'08" E	84.482
	(N72°47'56" E)	(84.482)
10–11	S18°17'54" E	305.227
	(S18°48'23" E)	(305.227)
11–12	N70°40'47" E	17.187
	(N70°42'38" E)	(17.187)
12–13	S09°17'03" E	150.685
	(S08°47'39" E)	(150.693)
13–14	S18°31'36" E	76.133
	(S18°36'51")	(76.133)
14–15	S65°43'27" E	15.258
15–16	N18°37'46" E	114.918
16–17	N72°30'08" E	55.478
17–18	N17°29'51" W	41.327
18–19	N72°30'08" E	51.633
19–20	S17°29'51" E	47.198
20–21	S72°30'08" W	18.954
21–22	N17°29'51" W	15.247
22–23	N72°30'08" E	23.648
23–24	N17°29'51" W	44.036
24–25	N72°30'08" E	57.761
25–26	N17°29'51" W	100.471
26–27	S72°30'08" W	100.471
27–28	S17°29'51" E	100.471
28–29	S72°30'08" W	7.908
29–30	S17°29'51" E	16.725
30–31	S72°30'08" W	27.817
31–32	N17°29'51" W	3.478
32–33	S72°30'08" W	78.265
33–34	S17°29'51" E	28.499
34–35	S72°30'08" W	56.372
35–36	N17°29'51" W	46.541
36–37	S72°30'08" W	33.440
37–38	N17°29'51" W	69.477
38–39	S72°30'08" W	69.478
39–40	N17°29'51" W	44.815
40–41	S72°30'08" W	3.299
41–42	S17°29'51" E	17.035
42–43	S72°30'08" W	19.830
43–44	S17°29'51" E	25.183
44–45	S72°30'08" W	21.650
45–46	N17°29'51" W	83.720
46–47	S72°30'08" W	99.671
47–48	S17°29'51" E	67.480
48–49	N72°30'08" E	81.118
49–50	S17°29'51" E	12.282
50–51	N72°30'08" E	16.000
51–52	S17°29'51" E	141.150
52–53	N72°30'08" E	156.580
53–1	S18°25'16" E	20.220

AREA = 43,674±SQ.M.

SEE SHEET 1 OF 2

VICINITY MAP
NOT TO SCALE

CERTIFICATION

APPROVED PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, DIV 2, CHAPTER 02, SUBDIVISION LAW & CHAPTER 61, ZONING LAW.

[signature] 7/19/22
PLANNING & ZONING, GUAM HISTORIC RESOURCES

THIS MAP HAS BEEN EXAMINED FOR COMPLIANCE WITH TITLE 21 GUAM CODE ANNOTATED, CHAPTER 61, ZONING LAW AND APPROVED THEREUNDER ON THIS DAY OF [illegible] BY THE BOARD AND FOR THE REASONS THEREUNDER.

[signature]
DIRECTOR, DEPARTMENT OF LAND MANAGEMENT

I, EDWARD S. SALAS-TAN, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON JULY, 2021 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THE MAP.

[signature] 6/14/2022
EDWARD S. SALAS-TAN
PROFESSIONAL LAND SURVEYOR NO. 79

CHECKED BY:
[signature] 5/5/2022
JOY A. LEON GUERRERO, LAND AGENT II, SLD — DATE

[signature] 5/5/2022
EDWARD S. SALAS-TAN, ENGINEERING TECH II

[signature]
CARTOGRAPHIC DIVISION, SLD

[signature]
SURVEYOR IN CHARGE, SLD

REV	DATE	DESCRIPTION	BY	APPROVED

GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder
File for Record as Instrument Number 971856
On the Year 22 Month 03 Day 18 Time 1640
Recording Fee 45 Receipt No. 11398
Deputy Recorder [signature]

ABSTRACT OF TITLE
LOT NO. 5646 ET HANOM
MINGAE SAE
TR. NO. 14-14
CT. VOL. 30083
FOLIO 194
ISSUED ON THE OCTOBER 28, 1997
ON BHE BEHALF OF THE GUAM GOVERNMENT OF GUAM FOR AND ON BEHALF OF UNITED STATES OF AMERICA

SURVEY DATA
FIELD SURVEY COMPLETED
DATE OF SURVEY
COMPUTED
DRAWN
INSPECTED
DATE PLOTTED

GMAS SURVEYOR, L.L.C. - EDWARD S. SALAS-TAN, P.L.S. 979
LAND SURVEYING SERVICES
CERTIFICATE OF AUTHORITY NO. 267
[illegible]

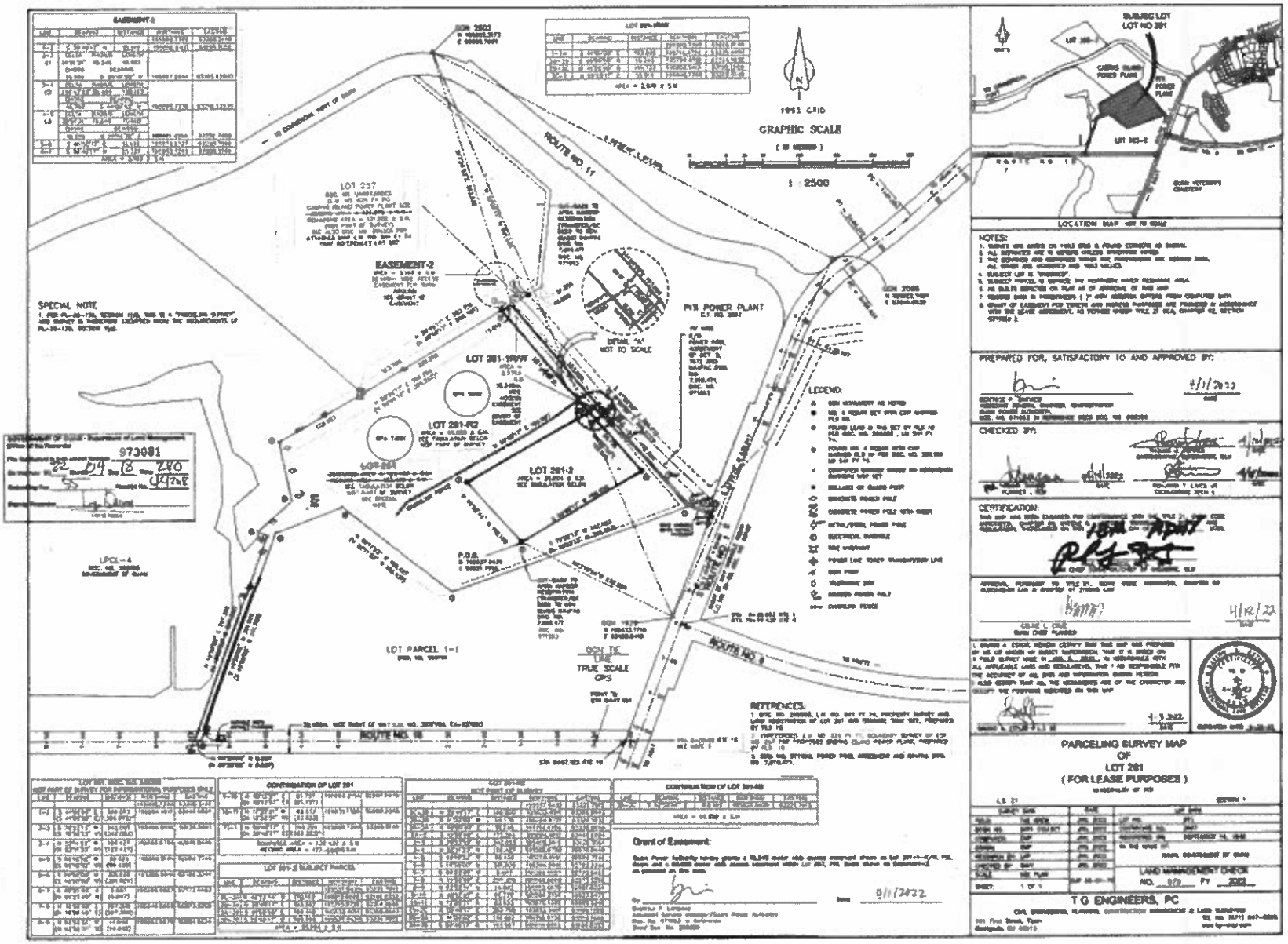
PARCELING SURVEY MAP
OF
LOT 3916-1NEW-NEW
(FOR LEASE PURPOSES)
MUNICIPALITY OF DEDEDO
LAND SQUARE 11 SECTION 5
LAND MGT DATA 003-FY2022
SHEET 2 OF 2
SCALE 1:250
GUAM SURV. DWG. NO. 2021102-PARCEL

Parcel 2

Parceling Survey Map (For Lease Purposes) of Lot 261, Piti

Instrument Number 973081

See attached.



Doc. No. 36GL-22-2144.*

Exhibit B
Easement Lands

Lot 5010-1NEW-NEW-R1, Dededo, Guam Suburban, as said lot is marked and designated in that Parceling Survey Map of Lot 5010-1NEW-NEW (For Lease Purposes), Municipality of Dededo, Land Management Check Number 083 FY 2022, recorded March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971856.
Area: 145,654 +/- square meters

Last Certificate of Title Number: 5682 - The Naval Government of Guam, for and on behalf of the United States of America (Revised Harmon Air Force Base C.V. #33-50) (Estate Number 2717).

Lot 5010-2, Easement Parcel U (Subdivision of Lot 5010), Municipality of Dededo, Territory of Guam, Suburban, as said lot is marked and designated on Drawing Number FC07-004-2, as L.M. Check Number 002 FY 2008, as described in that Lot Parceling Survey Map, dated May 20, 2008 and recorded May 21, 2008, at the Records Division, Department of Land Management, Government of Guam, under Document Number 773721.
Area: 5,072 +/- square meters

Last Certificate of Title Number: 5682 - The Naval Government of Guam for and behalf of the United States of America (Revised Harmon Air Force Base C.V. #33-50; Estate Number 1213).

Easement Parcel U, Dededo, Guam (Reserved easement for power transmission, sanitary sewer line and P.O.L. line), as reserved in that Quitclaim Deed recorded on October 29, 2002 at the Records Division, Department of Land Management, Government of Guam, under Document Number 664868.

Access Easement and Utilities Right-of-Way, Municipality of Piti more particularly described as Lot 261-1-R/W, Piti, containing an area of 2,976 +/1 square meters, and Easement 2 within Lot 257, Piti, , containing an area of 3,193 +/- square meters, as shown on that Parceling Survey Map of Lot 261 (For Lease Purposes), Municipality of Piti, Map Drawing Number GUP 20-01-70, L.M. No. 079-FY2022, recorded April 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 973081 and granted in that Declaration of Easement Access, recorded April 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 973082.

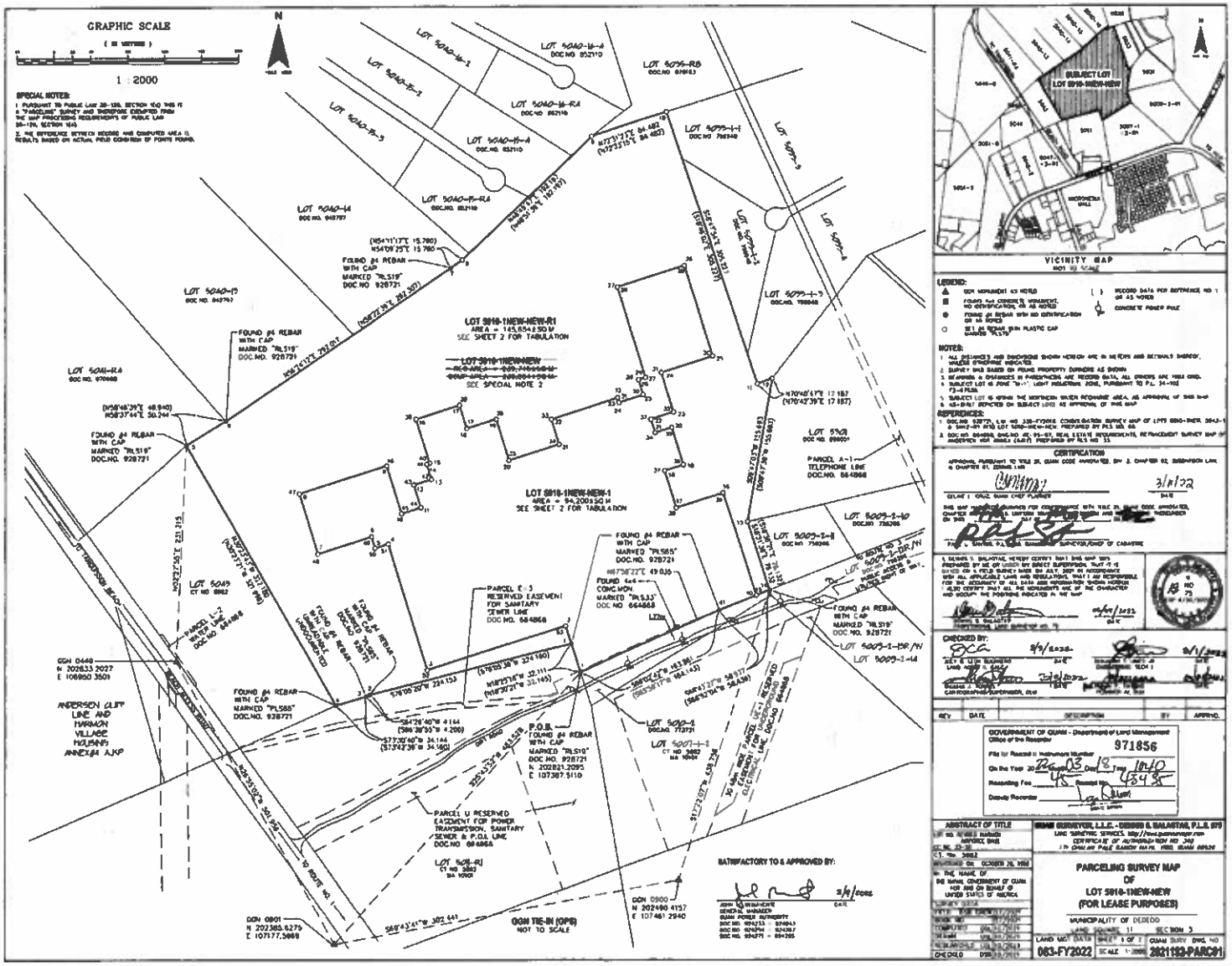
Easement for 115 KV transmission line and 75' Wide R/W over Piti Power Plant site, Piti, Guam, as granted in in that that Power Pool Agreement by and between the United States of American and GPA, including Amendments to the Power Pool Agreement, dated October 5, 1972 ("Power Pool Agreement"), and shown on NAVFAC DWG. NO. 7,019,471, which Power Pool Agreement and NAVFAC DWG are attached as Exhibit 1 and Exhibit 2, respectively to that Affidavit Regarding Power Pool Agreement and NAVFAC DWG. NO. 7,019,471 recorded on March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971863.

50' wide Perpetual Easement within Parcel 1, Piti, Guam as said easement is marked and designated on NAVFAC DWG. NO. 7060588 and L.M. Check Number 307 FY 84.

EXHIBIT B

Parceling Survey Map (For Lease Purposes) of Lot 5010-1NEW-NEW, Dededo
Instrument Number 971856

See attached.



Doc. No. 36GL-22-2144.*

LOT 3916-1NEW-NEW-1

LINE	BEARING	DISTANCE
1-2	N18°29'51"W	52.331
2-3	S72°30'09"W	156.580
3-4	N17°29'51"W	141.150
4-5	S72°30'09"W	15.000
5-6	N17°29'51"W	12.780
6-7	S72°30'09"W	85.119
7-8	N17°29'51"W	87.480
8-9	N72°30'09"E	98.471
9-10	S17°29'51"E	53.720
10-11	N72°30'09"E	21.650
11-12	N17°29'51"W	25.193
12-13	N72°30'09"E	19.999
13-14	N17°29'51"W	17.030
14-15	N72°30'09"E	3.796
15-16	N17°29'51"W	49.615
16-17	N72°30'09"E	49.619
17-18	S17°29'20"E	26.077
18-19	N72°30'09"E	33.440
19-20	S17°29'51"E	46.340
20-21	N72°30'09"E	58.372
21-22	N17°29'51"W	28.465
22-23	N72°30'09"E	78.245
23-24	S17°29'51"E	5.476
24-25	N72°30'09"E	27.217
25-26	N17°29'51"W	18.925
26-27	N72°30'09"E	7.908
27-28	N17°29'51"W	100.471
28-29	N72°30'09"E	75.478
29-30	S17°29'51"E	100.471
30-31	S72°30'09"W	3.741
31-32	S17°29'51"E	44.038
32-33	S72°30'09"W	25.645
33-34	S17°29'51"E	15.247
34-35	N72°30'09"E	16.924
35-36	S17°29'51"E	42.138
36-37	S72°30'09"W	21.033
37-38	S17°29'51"E	41.322
38-39	N72°30'09"E	52.626
39-40	S16°37'48"E	114.918
40-41	S68°43'27"W	43.879
41-1	S16°32'42"W	163.991

AREA = 84,200± SQ.M.

LOT 3916-1NEW-NEW-R1

LINE	BEARING	DISTANCE
1-2	S76°03'20"W	224.153
	(S76°05'39"W)	(224.180)
2-3	S8°26'40"W	4.144
	(S46°30'53"W)	(4.200)
3-4	S73°30'40"W	34.144
	(S73°42'39"W)	(34.180)
4-5	N30°21'45"W	322.180
	(N30°33'21"W)	(321.896)
5-6	N58°37'44"E	50.244
	(N58°48'39"E)	(49.840)
6-7	N58°37'12"E	297.307
	(N58°22'39"E)	(292.307)
7-8	N54°09'23"E	15.760
	(N54°11'17"E)	(15.780)
8-9	N46°48'47"E	192.197
	(N48°51'38"E)	(192.197)
9-10	N72°51'23"E	84.482
	(N72°33'15"E)	(84.482)
10-11	S18°47'52"E	305.727
	(S18°48'02"E)	(305.727)
11-12	N70°46'47"E	17.187
	(N70°47'39"E)	(17.187)
12-13	S09°47'03"E	155.693
	(S08°47'36"W)	(155.693)
13-14	S18°31'36"E	76.132
	(S18°34'31"E)	(76.132)
14-15	S68°43'27"W	15.358
15-16	N16°37'48"W	314.919
16-17	S72°30'09"W	52.626
17-18	N17°29'51"W	41.322
18-19	N72°30'09"E	21.033
19-20	N17°29'51"W	42.138
20-21	S72°30'09"W	16.954
21-22	N17°29'51"W	15.247
22-23	N72°30'09"E	25.645
23-24	N17°29'51"W	44.038
24-25	N72°30'09"E	57.741
25-26	N17°29'51"W	100.471
26-27	S72°30'09"W	75.478
27-28	S17°29'51"E	100.471
28-29	S72°30'09"W	7.908
29-30	S17°29'51"E	18.925
30-31	S72°30'09"W	27.217
31-32	N17°29'51"W	5.476
32-33	S72°30'09"W	78.245
33-34	S17°29'51"E	28.465
34-35	S72°30'09"W	58.372
35-36	N17°29'51"W	46.340
36-37	S72°30'09"W	33.440
37-38	N17°29'20"W	26.077
38-39	S72°30'09"W	49.619
39-40	S17°29'51"E	49.615
40-41	S72°30'09"W	3.796
41-42	S17°29'51"E	17.030
42-43	S72°30'09"W	19.999
43-44	S17°29'51"E	25.193
44-45	S72°30'09"W	21.650
45-46	N17°29'51"W	53.720
46-47	S72°30'09"W	98.471
47-48	S17°29'51"E	87.480
48-49	N72°30'09"E	81.119
49-50	S17°29'51"E	12.780
50-51	N72°30'09"E	15.000
51-52	S17°29'51"E	141.150
52-53	N72°30'09"E	156.580
53-1	S18°29'16"E	20.228

AREA = 145,854± SQ.M.

SEE SHEET 1 OF 2

VICINITY MAP
NOT TO SCALE

CERTIFICATION

APPROVED PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, DIV. 2, CHAPTER 62, SUBDIVISION LAW & CHAPTER 61, ZONING LAW

GLENN C. BRUZ, GUAM DEPT PLANNER III — 3/1/22 DATE

THIS MAP HAS BEEN EXAMINED FOR COMPLIANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 61 AND 62 AND IS APPROVED THIS 1ST DAY OF MARCH, 2022 AD.

PAUL M. MCDONALD, GUAM DEPARTMENT OF LAND MANAGEMENT DIRECTOR/OWNER OF CADASTRE

I, GLENN S. GALACTIC, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON JULY, 2021 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON AND CERTIFY THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THE MAP.

GLENN S. GALACTIC, GUAM LAND SURVEYOR REG. NO. 29 — 2/1/2022 DATE

CHECKED BY:

JOSE C. CRUZ, GLSS — LAND AGENT II, DLM — 2/1/2022 DATE

KEVIN M. LINES JR. — TECHNICIAN TECH II — 2/1/2022 DATE

CARTOGRAPHIC SUPERVISOR, DLM — 2/1/2022 DATE

PLANNER IV, DLM — 2/1/2022 DATE

REV	DATE	DESCRIPTION	BY	APPRVD

GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder
971856
File for Record in Instrument Number
On the Year 20 22 Month 03 Day 18 Time 1140
Recording Fee 45 Receipt No. 43435
Deputy Recorder

ABSTRACT OF TITLE
LOT NO. REVERT PARCEL
MINOR SUB.
LT. NO. 3916
CT. No. 3662
REGISTERED ON OCTOBER 26, 1962
IN THE NAME OF
THE TERRITORY OF GUAM
NOW AND ON BEHALF OF
UNITED STATES OF AMERICA

SURVEY DATA
FIELD SUR. CHECKED 07/2021
BOOK NO. 007/2021
COMPUTED CG 08/2021
DRAWN CG 08/2021
REVISED CG 09/2021
CHECKED DM 09/2021

GUAM SURVEYOR, L.L.C. - [redacted] & GIALANTAR, P.L.S. 670
LAND SURVEYING SERVICES. http://www.guamsurveyor.com
CERTIFICATE OF AUTHORIZATION NO. 342
171 CHALAN PALE NAHEN #A1A, [redacted] 96926

PARCELING SURVEY MAP
OF
LOT 3916-1NEW-NEW
(FOR LEASE PURPOSES)

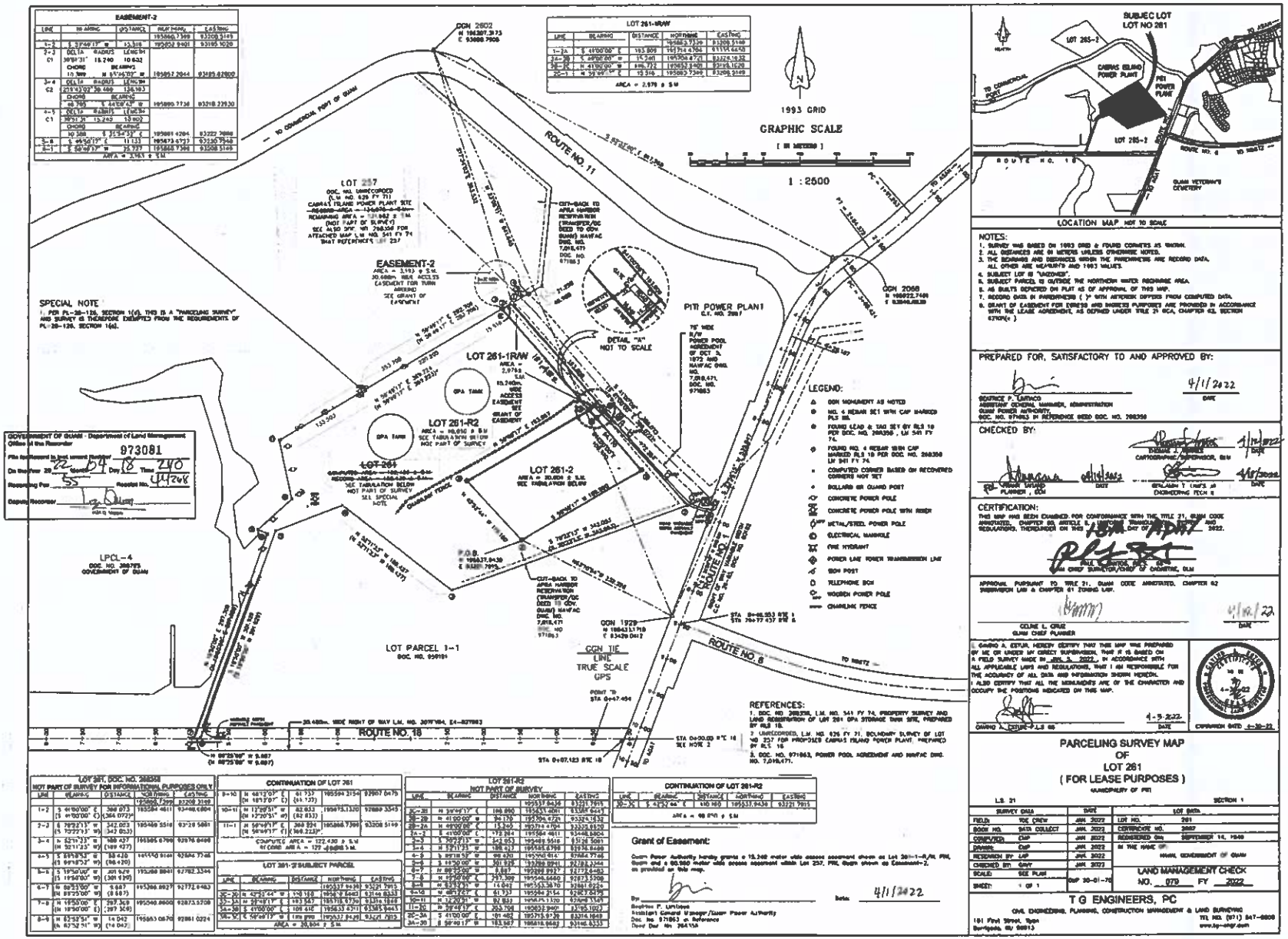
MUNICIPALITY OF DEDEDO
LAND SQUARE 41 SECTION 3

LAND MGT. DATA: 083-FY2022 | SHEET 2 OF 2 | SCALE: 1 INCH = 100 FEET | GUAM SURV. DWG. NO: 2021193-PARCEL

EXHIBIT C

Parceling Survey Map (For Lease Purposes) of Lot 261, Piti
Instrument Number 973081

See attached.



Doc. No. 36GL-22-2144.*

LOURDES A. LEON GUERRERO
GOVERNOR

JOSHUA F. TENORIO
LT. GOVERNOR

UFISINAN I MAGA'HÅGAN GUÅHAN
OFFICE OF THE GOVERNOR OF GUAM

June 15, 2022

Doc Type: 36GL-22-2144
OFFICE OF THE SPEAKER
THERESE M. TERLAJE
06 15 2022
Time: 3:54pm
Received:

HONORABLE THERESE M. TERLAJE
Speaker
I Mina'trentai Sais Na Liheslaturan Guåhan
36th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

Re: **BILL NO. 301-36 (LS) – AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES**

Hafa Adai Madame Speaker,

Today, I sign into law Bill No. 301-36, an Act relating to the approval of a lease, and authorization to use specific parcels of land for new power plant projects. Specifically, Bill No. 301-36 approves leasing these parcels for the construction and operation of natural gas and ultra-low sulfur diesel ("ULSD") power plants in Dededo, and a ULSD reserve facility in Piti.

In deciding to sign this legislation, I seek to balance our island's need for reliable electricity with the need to achieve and maintain healthy air quality for our island. As previously noted in the signing statement for P.L. 36-91, my Administration recognizes the need to protect the health of our children and community from sources of air pollution, which includes emissions from fossil fuel power generators. By the same token, my Administration also recognizes that access to reliable electricity enhances educational opportunities and improves a community's overall quality of life. In an effort to achieve balance, my Administration has worked with representatives from the Guam Power Authority and local agencies to help phase in the use of ULSD fuel (i.e., a relatively clean fuel with lower sulfur content) while ensuring the installation of mitigation measures (i.e., installation of air monitoring devices) at the Jose Rios Middle School and the Port Authority of Guam.

This legislation and its lease terms, which passed with bipartisan support, reflect important steps toward improving Guam's future. Among others, these measures represent steps toward protecting the public's health and environment, meeting our island's energy needs with clean fuel options, achieving environmental compliance, and improving our island's quality of life. Bill No. 301-36 (LS) is now known as ***Public Law No. 36-104***.

Senseremente,

LOURDES A. LEON GUERRERO
Maga'hågan Guåhan
Governor of Guam

COMMITTEE ON RULES
RECEIVED:
June 15, 2022
5:07 P.M.

Enclosure: Bill No. 301-36 (LS) *nka P.L. No. 36-104*

cc via email: *Honorable* Joshua F. Tenorio, *Sigundo Maga'låhen Guåhan*
Compiler of Laws

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN
2022 (SECOND) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'HÅGAN GUÅHAN*

This is to certify that **Bill No. 301-36 (LS), "AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES,"** was on the 2nd day of June 2022, duly and regularly passed.

Therese M. Terlaje

Therese M. Terlaje
Speaker

Attested:

Amanda Shelton

Amanda L. Shelton
Legislative Secretary

This Act was received by *I Maga'hågan Guåhan* this 3rd day of June, 2022, at 3:19 o'clock P.M.

Elle V. B.

Assistant Staff Officer
Maga'håga's Office

APPROVED:

Lou Leon Guerrero

Lourdes A. Leon Guerrero
I Maga'hågan Guåhan

Date: 6/15/2022

Public Law No. 36-100

2022-16710
RCVD AT CENTRAL FILES
JUN 3 '22 PM3:19
Elaine Tajalle

I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN
2022 (SECOND) Regular Session

Bill No. 301-36 (LS)
As amended by the Committee on Health, Land, Justice, and Culture; and further amended on the Floor.

Introduced by: Joe S. San Agustin
V. Anthony Ada
Frank Blas Jr.
Joanne Brown
Christopher M. Dueñas
James C. Moylan
Tina Rose Muña Barnes
Telena Cruz Nelson
Sabina Flores Perez
Clynton E. Ridgell
Amanda L. Shelton
Telo T. Taitague
Jose "Pedo" Terlaje
Therese M. Terlaje
Mary Camacho Torres

AN ACT TO APPROVE THE SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT BETWEEN THE GUAM POWER AUTHORITY AND GUAM UKUDU POWER LLC, AS LENDERS' CONDITION TO FUND THE CONSTRUCTION OF A 198 MW POWER PLANT AND BATTERY ENERGY STORAGE SYSTEM FACILITY LOCATED ON LOT NOS. 5010-1NEW-NEW-1 AND 5010-1NEW-NEW-R1, DEDEDO, AND A RELATED RESERVE FACILITY LOCATED ON LOT NO. 261-2, PITI, GUAM, AND TO AUTHORIZE THE USE OF THOSE PROPERTIES FOR SUCH PURPOSES.

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that the Guam Power Authority (GPA), pursuant to that certain Consent Decree filed on April 20, 2020, in that case entitled *United States of America v. Guam Power*

Authority, *et. al*, Case No. 1:20-cv-00007 (U.S.D.C. of Guam), as amended, is required to construct and operate 180 MW of new generation utilizing Ultra Low Sulfur Diesel (ULSD), among other obligations, to resolve violations of U.S. environmental laws regarding the operations of the Cabras and Piti power plants.

I Liheslaturan Guåhan finds that on November 5, 2019, following a public competitive bidding process in accordance with the Guam Procurement Law and approval by the Consolidated Commission on Utilities (CCU) and the Public Utilities Commission (PUC), GPA and Guam Ukudu Power LLC (GUP) entered into an Energy Conversion Agreement (ECA) and pursuant thereto a Land Lease Agreement (LLA), both as amended, amended and restated, modified or supplemented from time to time, under which GUP shall develop, design, permit, finance, construct, test, commission, complete, own, insure, operate and maintain (a) a natural gas / ultra-low sulfur diesel dual-fired power electric facility with a nameplate capacity of 198 MW and a related battery energy storage system (CCPP Facility), to be located on Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam near the Harmon substation, and (b) an ultra-low sulfur high speed diesel reserve facility (Reserve Facility), to be located on Lot No. 261-2, Piti, Guam, all on a build, own, operate and transfer basis to provide electric power capacity and net energy output to GPA (collectively, the New Power Plant Project).

I Liheslaturan Guåhan finds that as a final step in a lengthy and publicly intensive process, legislative approval of the lease, which is governed by the ECA, of Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam and Lot No. 261-2, Piti, Guam (New Power Plant Project Sites) by GPA, as lessor, to GUP, as lessee, is required, among other financing conditions, to secure financing for the funding of the construction and commissioning of the New Power Plant Project.

I Liheslaturan Guåhan finds that approval of the lease of the New Power Plant Project Sites in the form and content presented by GPA to *I Liheslaturan Guåhan* in connection with its request for approval the Lease is necessary and essential to the timely commissioning of the CCPP Facility scheduled for April 2024 under the Consent Decree.

I Liheslaturan Guåhan finds that timely commissioning of the New Power Plant Project will serve numerous purposes, including, but not limited to, a cleaner environment for Guam, a bridge to reaching the Legislature's renewable energy goals, avoidance of high and avoidable fuel charges and possibly sanctions for non-compliance of the Consent Decree.

I Liheslaturan Guåhan finds and acknowledges that upon approval of the Lease, and compliance with other lender conditions, the closing of the financing for the construction of the New Power Plant Project can occur.

I Liheslaturan Guåhan finds that the request for approval of the Lease has followed a lengthy public process to prepare for the New Power Plant Project. For example, on May 1, 2018, after receiving input from numerous residents, governmental agencies, the Mayors Council of Guam, and the Dededo and Tamuning-Tumon-Harmon Municipal Planning Councils, *I Liheslaturan Guåhan* passed Bill 223-34, enacted as Public Law 34-102 on May 16, 2018, consolidating and rezoning Lot No. 5010-1NEW, Lot No. 5042-1 and Lot No. 5042-R1 in Ukudu, Dededo, Guam (consolidated as Lot No. 5010-1NEW-New) to Light Industrial Zone (M1) permitting a conditional use of the site for the construction and operation of the New Power Plant Project. The site where the Reserve Facility at Piti will be located is aligned with a Light Industrial Zone (M1).

I Liheslaturan Guåhan further finds that the Guam Hybrid Land Use Commission, pursuant to a public process, has approved on October 15, 2021, a zone

variance for height of certain structures for the CCPP Facility, subject to the conditions from the agencies comprising the Application Review Committee.

Accordingly, *I Liheslaturan Guåhan* finds that it is in the best interests of Guam that *I Liheslaturan Guåhan* approves the Lease of Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam and Lot No. 261-2, Piti, Guam for the construction of the New Power Plant Project.

Section 2. Approval of the Lease of Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam and Lot No. 261-2, Piti, Guam.

For a period not to exceed thirty (30) years from the Commercial Operation Date (COD) for the construction of the CCPP Facility and related Reserve Facility the Lease of the following properties by the Guam Power Authority, as lessor, to Guam Ukudu Power LLC, as lessee, attached hereto as Exhibit A, is hereby approved:

Parcel I and Parcel III:

Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Municipality of Dededo, Territory of Guam, Suburban, as said lots are marked and designated on that Parceling Survey Map of Lot No. 5010-1NEW-NEW (For Lease Purposes), Municipality of Dededo, Land Management Check No. 083 FY 2022, recorded March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971856, which Parceling Survey map is attached hereto as Exhibit B, with an area of 94,200 +/- square meters as to Lot No. 5010-1NEW-NEW-1 and 145,654 +/- square meters as to Lot No. 5010-1NEW-NEW-R1; and

Parcel II:

Lot No. 261-2, Municipality of Piti, Territory of Guam, as said lot is marked and designated on that Parceling Survey Map of Lot No. 261 (For Lease Purposes), Municipality of Piti, Land Management Check No. 079 FY 2022,

recorded April 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 973081, which Parceling Survey Map is attached hereto as Exhibit C, with an area of 20,604 +/- square meters.

And that the construction and operation of (a) a natural gas / ultra-low sulfur diesel dual-fired power electric facility with a nameplate capacity of 198 MW and a related battery energy storage system on Lot No. 5010-1NEW-NEW-1 and Lot No. 5010-1NEW-NEW-R1, Dededo, Guam, and (b) an ultra-low sulfur high speed diesel reserve facility on Lot No. 261-2, Piti, Guam, as a conditional use of said properties, is hereby authorized and approved.

Section 3. Waiver of Application of Title 21 GCA, Chapter 60, § 60115 to the Lease.

In connection with the approval of the Lease by *I Liheslaturan Guåhan* as provided in Section 2 of this Act, *I Liheslaturan Guåhan* hereby waives the requirements of § 60115 of Chapter 60, Title 21, Guam Code Annotated, as to the Lease in its entirety.

Section 4. Waiver of Application of Title 5 GCA, Chapter 5, § 5127 to the Lease.

In connection with the approval of the Lease by *I Liheslaturan Guåhan* as provided in Section 2 of this Act, *I Liheslaturan Guåhan* hereby waives the requirements of § 5127 of Chapter 5, Title 5, Guam Code Annotated, as amended from time to time, as to the Lease in its entirety.

Section 5. Exemption. Title 2 GCA, Chapter 2, § 2107 and Section 6.04(c)(i) of the Standing Rules of *I Mina'trentai Sais Na Liheslaturan Guåhan* relative to the appraisals of land shall not apply to this Act.

Section 6. Insurance Coverage Reporting. Guam Power Authority shall annually provide *I Liheslaturan Guåhan* with a copy of the Declaration Page of all

insurance policies issued under the land lease agreements entered into between the Guam Power Authority and Guam Ukudu Power LLC.

Section 7. Effective Date. This Act shall be effective upon enactment.

Section 8. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act which can be given effect without the invalid provisions or application, and to this end the provisions of this Act are severable.

EXHIBIT A

Second Amended and Restated Land Lease Agreement

See attached.

Second Amended and Restated Land Lease Agreement

BETWEEN

THE GUAM POWER AUTHORITY

(GPA)

AND

GUAM UKUDU POWER LLC

for a

198 MW Dual Fired Power Electric Facility

Located at Ukudu, Guam

and

Diesel Generator Reserve Facility

Located at Piti, Guam

2022

GUAM POWER AUTHORITY
SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT

TABLE OF CONTENTS

RECITALS 1
ARTICLE 1: LEASE 2
ARTICLE 2: TERM 3
ARTICLE 3: DELIVERY OF POSSESSION 3
ARTICLE 4: RENT 4
ARTICLE 5: USE OF PREMISES 4
ARTICLE 6: CONDITION OF PREMISES 4
ARTICLE 7: OWNERSHIP OF IMPROVEMENTS 4
ARTICLE 8: ALTERATIONS 4
ARTICLE 9: ENTRY / ACCESS 5
ARTICLE 10: ASSIGNMENT AND SUBLETTING 5
ARTICLE 11: COMPLIANCE WITH LAW - WASTE AND NUISANCE PROHIBITED .5
ARTICLE 12: ABANDONMENT OF PREMISES 6
ARTICLE 13: PROJECT FINANCING 6
ARTICLE 14: LIABILITY FOR LIENS ON PREMISES 6
ARTICLE 15: REPAIRS, UTILITIES AND TAXES 6
ARTICLE 16: LIABILITY ON DESTRUCTION OF PREMISES 7
ARTICLE 17: LIABILITY FOR INJURY OR DAMAGE UNDER LEASE AGREEMENT 8
ARTICLE 18: LIABILITY FOR INSURANCE FOR LEASE 8
ARTICLE 19: ENVIRONMENTAL PROTECTION 8
ARTICLE 20: INDEMNIFICATION 11
ARTICLE 21: PROHIBITION OF VOLUNTARY ASSIGNMENT – EFFECT OF BANKRUPTCY OR INSOLVENCY 11
ARTICLE 22: PROJECT COMPANY EVENT OF DEFAULT 11
ARTICLE 23: GPA EVENT OF DEFAULT 13
ARTICLE 24: TERMINATION OF LEASE AGREEMENT 13
ARTICLE 25: SURRENDER OF PREMISES 13
ARTICLE 26: NOTICES 13
ARTICLE 27: PARTIES BOUND 14

ARTICLE 28: RELATIONSHIP OF PARTIES 14
ARTICLE 29: DISPUTE RESOLUTION 14
ARTICLE 30: GOVERNING LAW 16
ARTICLE 31: NO WAIVER 16
ARTICLE 32: ATTORNEYS' FEE 16
ARTICLE 33: EFFECT OF PARTIAL INVALIDITY 16
ARTICLE 34: ENTIRE AGREEMENT 16
ARTICLE 35: MODIFICATION OF LEASE AGREEMENT 16
ARTICLE 36: COUNTERPARTS 16
ARTICLE 37: FURTHER ASSURANCES 17
ARTICLE 38: PARAGRAPH HEADINGS 17
ARTICLE 39: NOTICE OF RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES (5 GCA § 5253) 17

SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT
BETWEEN
GUAM POWER AUTHORITY
AND
GUAM UKUDU POWER LLC

This SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT ("**Lease Agreement**"), is made and executed this ___ day of _____ 2022, by and between GUAM POWER AUTHORITY, (hereinafter referred to as "**GPA**"), a public corporation and autonomous instrumentality of the Government of Guam, and GUAM UKUDU POWER LLC (hereinafter referred to as "**Project Company**"), a limited liability company, duly organized and existing under the laws of Guam, duly registered to do business in Guam, with its local address at 655 S. Marine Corps Drive, Unit 102, Soma Building, Tamuning, Guam (GPA and the Project Company may sometimes jointly be referred to herein as the "**Parties**".)

RECITALS

WHEREAS, GPA is authorized by its enabling legislation to enter into build-operate-transfer contracts for a period not exceeding thirty (30) years; and

WHEREAS, on May 1, 2018, *I Liheslaturan Guåhan* passed Bill 223-34, enacted as Public Law 34-102 on May 16, 2018, rezoning that portion of the Premises (defined below) located in Dededo, Guam to Light Industrial Zone (M1) permitting a conditional use of the site for the construction and operation of a new power generation facility; and

WHEREAS, GPA, through its solicitation process (MS BID IFB-GPA-034-18) has entered into an Energy Conversion Agreement with Project Company on November 5, 2019 (as amended, amended and restated, modified or supplemented from time to time, the "**ECA**") in relation to a 198MW power generation facility to be built, owned and operated by Project Company on the Premises, which shall be provided by GPA and leased to the Project Company through a land lease agreement co-terminus with the ECA; and

WHEREAS, GPA holds the title to that certain real property located in Dededo, Guam, for the 198MW Dual Fired Power Electric Facility and certain real property located in Piti, Guam for the Diesel Generator Reserve Facility collectively known as the Premises (as hereinafter defined); and

WHEREAS, on November 5, 2019 ("**Effective Date**"), GPA and Project Company entered into that Land Lease Agreement, as amended and restated on March 17, 2021, for the Premises, and the parties desire to further amend and restate the Land Lease Agreement upon the terms and conditions set forth herein for the purposes of implementing the ECA; and

WHEREAS, the commencement date for Parcels 1 and 3 was September 7, 2021 ("**Commencement Date**"), and for Parcel 2 the commencement date is the date stated in a Notice issued by Project Company to GPA ("**Commencement Date Reserve Facility**").

WHEREAS, on April 11, 2022, P.L. 36-91 was signed into law by the Governor of Guam providing that the construction of the Reserve Facility shall be exempt from 12 GCA § 8119 and providing that "GPA shall be required to comply with the Air Quality and Emissions Limitations contained in the U.S. Environmental Protection Agency Clean Air Act of 1990, Chapter 85 of Title 42, United States Code, Section 7401 et. seq. (Clean Air Act). GPA shall install air quality monitors, or such other device specified in the Clean Air Act necessary to measure air quality emissions from the forty-one (41) megawatt diesel units construction on Lots 261 and 257 and ensure compliance with the Clean Air Act." GPA will install air monitoring devices at the Jose Rios Middle School and the Port Authority of Guam no later than ninety (90) days prior to the Commercial Operation Date ("**COD**") of the Reserve Facility, subject to compliance requirements of the Guam Environmental Protection Agency ("**GEPA**").

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: LEASE

GPA leases to Project Company on the terms and conditions in this Lease Agreement the following parcels more particularly described on the survey maps set forth in Exhibit "**A**" attached hereto and incorporated herein (collectively, the "Premises"):

Parcel 1 – Lot No. 5010-1NEW-NEW-1, Dededo Guam, Suburban, as said lot is marked and designated in that Parceling Survey Map of Lot 5010-1NEW-NEW (For Lease Purposes), Municipality of Dededo, Land Management Check No. 083FY22, recorded March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971856.

Area: 94,200 +/- square meters

Last Certificate of Title Number: 5682 - The Naval Government of Guam, for and on behalf of the United States of America (Revised Harmon Air Force Base C.V. #33-50) (Estate Number 2717).

Parcel 2 – Lot 261-2, Piti, Guam, as said lot is marked and designated in that Parceling Survey Map of Lot 261 (For Lease Purposes), Municipality of Piti, Land Management Check No. 079 FY 2022, recorded April 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 973081.

Area: 20,604 +/- square meters

Last Certificate of Title Number: 2867 - The Naval Government of Guam (All that tract or parcel of land in the municipalities of Piti, Sumay and Agat, Island of Guam, as delineated on Land and Claims Commission Drawing No. P348 and entitled "Apra Harbor Reservation with property overlay").

Parcel 3 – Lot 5010-1NEW-NEW-R1, Dededo, Guam, Suburban, as said lot is marked and designated in that Parceling Survey Map of Lot 5010-1NEW-NEW (For Lease Purposes), Municipality of Dededo, Land Management Check No. 083 FY 2022, recorded March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971856.

Area: 145,654 +/- square meters

Last Certificate of Title Number: 5682 - The Naval Government of Guam, for and on behalf of the United States of America (Revised Harmon Air Force Base C.V. #33-50) (Estate Number 2717).

Capitalized terms included but not defined in this Lease Agreement shall have the meanings set forth in the ECA. In the event of any inconsistency between any provisions of this Lease Agreement and those of the ECA, the provisions of the ECA shall prevail.

ARTICLE 2: TERM

This Lease Agreement shall be effective and binding as of the Effective Date.

As to Parcels 1 and 3, the term of this Lease Agreement (the "**Term**") shall terminate twenty-five (25) Contract Years after the Commercial Operation Date, subject to earlier termination as provided in Article 24; provided, however, that the Term shall be extended or earlier terminated to match any extension or early termination of the ECA.

As to Parcel 2, the Term shall terminate twenty-five (25) Contract Years after the Commercial Operation Date Reserve Facility, provided, however, that the Term as to Parcel 2 shall be extended or earlier terminated to match any extension or early termination of the ECA, including under Article 17 of the ECA.

In no event shall this Lease Agreement be terminated by GPA while the ECA or any Connection Agreement entered into under Article 4.5(i) of the ECA is in effect.

ARTICLE 3: DELIVERY OF POSSESSION

Possession of the Premises will be delivered to Project Company on the applicable Commencement Date. If GPA, for any reason whatsoever, cannot deliver possession of the Premises to Project Company on the applicable Commencement Date, this Lease Agreement shall not be void or voidable. GPA shall be responsible for, and Project Company is entitled to, the full compensation for any loss, damage, cost, expense incurred due to any delays in the delivery of the Premises. Project Company is further entitled to the extension of time for its performance of obligations under the ECA for the time being delayed by GPA to deliver the Premises.

Project Company (together with its agents (including independent consultants), lenders, employees, contractors and subcontractors) shall have the right to enter unto or upon and exit the Premises at any time prior to the applicable Commencement Date for the purpose of making

necessary investigations and conducting site studies; provided, however, that Project Company shall not commence construction or other activity upon the Premises that alters or changes the Premises in any manner prior to the applicable Commencement Date, except in relation to the carrying out of site investigations, site grading, site studies, site surveys, road paving work and building foundation by the Project Company or its Construction Contractor.

ARTICLE 4: RENT

Project Company will pay to GPA as rent, without deduction, setoff, notice, or demand, the annual sum of US$100.00 (One Hundred and No/100 U.S. Dollars), which shall be paid by check. For the avoidance of doubt, Project Company does not constitute a private alternate energy supplier for the purpose of 12 Guam Code Annotated § 8308. Project Company shall be responsible for any and all of the costs related to compliance with its obligations set forth herein.

ARTICLE 5: USE OF PREMISES

The Premises will be used and occupied by Project Company only for the purpose of its planning, development, construction, commissioning, testing, operation, repair, and maintenance of the Project Facilities and all things reasonably incidental to the foregoing.

ARTICLE 6: CONDITION OF PREMISES

Subject to the provisions of the ECA, Project Company has inspected, and accepts the condition and state of the Premises. Project Company acknowledges that no representations, statements, or warranties, express or implied, have been made by or on behalf of GPA in respect to the condition of the Premises, including all facilities located thereon, or whether the intended use or occupation may be made of them.

ARTICLE 7: OWNERSHIP OF IMPROVEMENTS

All improvements erected or placed on the Premises after the applicable Commencement Date by and on behalf of Project Company are and shall be the property of Project Company during the Term, subject to the terms and condition of this Lease Agreement. Upon the expiration or termination of the Lease Agreement, all such improvements shall become the property of GPA; provided, however, that the payment of any necessary costs and expenses are duly made by GPA as the concurrent condition.

ARTICLE 8: ALTERATIONS

Project Company will not make, or cause to be made any alterations, improvements, additions and changes in or to the Premises without the prior written consent of GPA unless such alterations, improvements, additions and changes are part of the design, construction, commissioning, operation or maintenance of the Project Facilities or the Electrical Connection Facilities pursuant to the ECA. Project Company shall not undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration, or repairs of the Premises, without the prior approval of the applicable Government Authority and in compliance with section 106 of the National Historic Preservation Act (16 U.S.C. § 470), and the Archeological Resources Protection Act of 1979 (16 U.S.C. § 470aa). Buried cultural materials

may be present on the Premises. If those materials are encountered, Project Company shall stop work immediately and notify GPA and the relevant Government Authority.

ARTICLE 9: ENTRY / ACCESS

GPA shall have the right to enter the Premises pursuant to the applicable terms of the ECA to inspect the Premises or the performance by Project Company of the terms and conditions of this Lease Agreement and the ECA. Any claims by the Project Company against GPA for damages arising from such entry shall be governed by the Government Claims Act (5 GCA Section 6101 et. seq.). Nothing in this Lease Agreement shall be deemed to prejudice the rights of the Project Company under any contract, other agreement or law including, but not limited to the Government Claims Act. All necessary keys to the buildings and Premises occupied by Project Company shall be made available to GPA upon request.

GPA grants to Project Company, its successors and assigns and its and its successors' and assigns' employees, vendors, contractors, and invitees, from the Effective Date and during the Term, an irrevocable non-exclusive easement on, over, across and through GPA properties described in Exhibit "**B**" attached hereto and incorporated herein (collectively "**Easement Lands**") for the benefit of the Premises and the Project Company, its successors and assigns and its and its successors' and assigns' employees, vendors, contractors, and invitees, for the purpose of providing ingress and egress as may be necessary or convenient to gain access to the Premises from public rights of way or easements ("**Access Easement**"). The grant of this Access Easement expressly includes the right of Project Company to construct, maintain, reconstruct, and/or repair roads and/or pedestrian access on, over, across and through the Easement Lands. GPA shall not interfere or prevent Project Company's access across the Access Easement. Project Company, its successors and assigns and its and its successors' and assigns' employees, vendors, contractors, and invitees agree to adhere to local and federal regulations regarding installation security, ingress, egress, safety and sanitation with regard to the Access Easement.

ARTICLE 10: ASSIGNMENT AND SUBLETTING

Subject to Article 13 of this Lease Agreement and Article 22.11 of the ECA, Project Company shall neither transfer, assign, nor sublet this Lease Agreement or any interest in it, or any property on the Premises, or grant any interest, privilege, or license whatsoever in connection with this Lease Agreement without the prior written consent of GPA, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 11: COMPLIANCE WITH LAW - WASTE AND NUISANCE PROHIBITED

During the Term of this Lease Agreement, Project Company shall observe and comply with applicable Law and rules, regulations and orders of all applicable Governmental Authorities, in each case affecting the Premises, the equipment and any improvements by Project Company in and on the Premises, or any part of the Premises.

Project Company shall not commit, or suffer to be committed, any waste on the Premises, or any nuisance unless related to the design, construction, commissioning, operation and maintenance of the Project Facilities and the Electrical Connection Facilities in compliance with Prudent Utility Practices.

ARTICLE 12: ABANDONMENT OF PREMISES

Project Company shall not vacate or abandon the Premises at any time during the term of this Lease Agreement. If Project Company abandons, vacates, or surrenders the Premises or is dispossessed by process of law, or otherwise, any personal property belonging to Project Company and left on the Premises shall be deemed to be abandoned.

ARTICLE 13: PROJECT FINANCING

GPA acknowledges and accepts that Project Company plans to obtain third party debt financing from Lenders to construct the Facility and hereby consents to customary lender mortgage rights and liens upon the Premises and any all improvements situated thereon including, without limitation, the Project Facilities, and any personal property of the Project Company used in connection therewith, and lender rights to step-in, assume and transfer the rights and obligations of the Project Company under this Lease Agreement as set forth in the Lender's Direct Agreement, the applicable terms and conditions of which are hereby by incorporated herein by reference.

ARTICLE 14: LIABILITY FOR LIENS ON PREMISES

Subject to Article 13, Project Company shall not permit any lien, charge, or encumbrance to be filed against the title of GPA with respect to the Premises, including, but not limited to, by reason of work, labor, services or materials supplied to Project Company or anyone holding the Premises or any part of the Premises by, through or under Project Company. As to any and all alterations, additions, improvements, repairs and work installed or performed by Project Company on the Premises, or labor performed or material furnished in connection therewith, neither GPA nor the Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but rather, all alterations, additions, improvements, and repairs, and labor and material, shall be made, furnished, and performed at the expense of Project Company unless specified otherwise in the ECA. Project Company shall be solely responsible to contractors, laborers, and material suppliers furnishing and performing the labor and material unless specified otherwise in the ECA.

If any lien, charge, or order for the payment of money shall hereafter be filed against the title or other estate of GPA in the Premises or any buildings or improvements on the Premises, or against GPA, whether or not the lien, charge, or order is valid or enforceable, Project Company shall, at the expense of Project Company cause the lien to be cancelled and discharged of record or bonded within thirty (30) days after the notice to Project Company of the filing of such item; *provided, that* the Project Company shall have no obligation to remove any lien, charge, or order occurring by reason of any action or inaction taken or not taken by or on behalf of GPA.

ARTICLE 15: REPAIRS, UTILITIES AND TAXES

Project Company shall maintain, or cause to be maintained, the Premises in reasonable order and condition in light of the use of the Premises and the condition of the Premises immediately prior to the applicable Commencement Date.

Project Company, shall, at all times during the Term, at the expense of Project Company, keep and maintain in thorough repair and good, safe, and substantial order and condition, having regard to normal wear and tear, all buildings and improvements, and all building service equipment, on the land portion of the Premises at the commencement of the Term hereof and thereafter erected on the Premises, or forming part of the Premises, and promptly make all necessary repairs, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not the repairs were necessitated by wear, tear, obsolescence, or defects, latent or otherwise.

Project Company shall use reasonable precaution to prevent waste, damage, or injury, and shall at the expense of Project Company, keep, replace, and maintain in thorough repair, good order, and safe condition, and free from rubbish, and other obstructions or encumbrances, the areas in front of and adjacent to the Premises.

GPA shall in no event be required to make any alterations, additions, improvements, replacements, renewals or repairs of any kind, nature, or description, whatsoever during the term of this Lease Agreement, nor shall GPA be required to furnish Project Company any utilities or services of any kind whatsoever during the term unless specified otherwise in the ECA.

Project Company shall be responsible for obtaining utilities and services for the Premises unless specified otherwise in the ECA. Project Company shall have the right, subject to Article 8, to install utilities, or make improvements to existing utilities on the Premises, including but without limitation, the installation of emergency power generators, that may be necessary for the operation of the Project Facilities.

Project Company shall pay to the proper authority when and as the same become due and payable all taxes, assessments, and similar charges that, at any time during the Term of this Lease Agreement may be imposed on the Premises.

ARTICLE 16: LIABILITY ON DESTRUCTION OF PREMISES

If, during the Term of this Lease Agreement, buildings, improvements, or the building service equipment in and on the Premises at the commencement of the Term or thereafter erected on or in the Premises shall be destroyed or damaged in whole or in part by fire or other cause, Project Company shall give to GPA notice thereof. Project Company shall, in accordance with its obligations under the ECA and to the extent such costs are covered by insurance policies obtained by the Project Company as required by the ECA, promptly repair, replace, and rebuild the destroyed buildings, improvements, or equipment on the premises, at least to the extent of the value and as nearly as possible to the character thereof at the commencement of the Term and thereafter erected on the Premises. In no event shall GPA be called on to repair, replace, or rebuild any buildings, improvements, or equipment, or to pay any of the expenses thereof, unless such destruction is caused by the negligent act or omission or intentional act of GPA, its agents, or employees.

ARTICLE 17: LIABILITY FOR INJURY OR DAMAGE UNDER LEASE AGREEMENT

Project Company is and shall be in exclusive control and possession of the Premises as provided in this Lease Agreement. and in no event shall GPA be liable for any injury or damage to any property or to any person happening on or about the Premises, or for any injury or damage to the Premises, nor to any property of Project Company, or of any other person contained in or on the Premises, except to the extent caused by the negligent act or omission or intentional act of GPA, its agents, or employees.

ARTICLE 18: LIABILITY FOR INSURANCE FOR LEASE

During the Term of this Lease Agreement, Project Company, at the expense of Project Company. shall be responsible to ensure that there is effective insurance covering Project Company's use of the Premises and operations allowed under this Lease Agreement, as provided for and in accordance with Article 14 of the ECA.

ARTICLE 19: ENVIRONMENTAL PROTECTION

19.1. Compliance with Law. Project Company shall comply, at its sole cost and expense, with the Laws that are applicable to Project Company's activities on the Premises. Project Company shall be financially responsible for environmental contamination of the Premises which occurs during the Term of this Lease Agreement, unless otherwise specified in the ECA.

19.2. Permits. Project Company shall be solely responsible for obtaining at its cost and expense any Governmental Authorizations required for its operations under this Lease Agreement as set forth in the ECA.

19.3. Indemnification. Subject to Section 19.5, Project Company shall, to the maximum limit provided for under the relevant insurance coverage under Article 14 of the ECA, indemnify and hold harmless GPA, and defend GPA against, any damages, costs, expenses, liabilities, fines, or penalties resulting from releases. discharges, emissions, spills, storage. treatment, disposal, or any other acts or omissions by Project Company, its officers, agents, employees, or contractors, or licensees, or the invitees of any of them, giving rise to GPA liability, civil or criminal, or responsibility under environmental Laws, except to the extent caused by the negligent act or omission or intentional act of GPA, its agents , or employees. This paragraph shall survive the termination of this Lease Agreement, and Project Company's obligations under this paragraph shall apply whenever GPA incurs costs or liabilities for Project Company's actions of the types described in this paragraph.

19.4. Inspection. GPA's rights under this Lease Agreement specifically include the right for GPA or its officials to inspect upon reasonable notice (as set forth in the ECA) the Premises for compliance with environmental, safety, and occupational health Laws, whether or not GPA is responsible for enforcing them. Those inspections may be made without prejudice to the right of duly constituted enforcement officials to make them. GPA will give Project Company twenty- four (24) hours prior notice of its intention to enter the Premises unless it determines the entry is required for imminent safety, environmental, operations, or security

purposes. Any claims by Project Company against GPA for damages arising from such entry shall be governed by the Government Claims Act.

19.5. Environmental Liability of Project Company. Notwithstanding any other provision of this Lease Agreement, Project Company does not assume any liability or responsibility for environmental impacts and damage caused by the prior property owner's use of toxic or hazardous wastes, substances, or materials on any portion of the Premises unless such liability or responsibility is provided for in the ECA. Project Company has no obligation under this Lease Agreement to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use or release of any toxic or hazardous wastes, substances, or materials on or from any part of the area, including the Premises, which occurred prior to the applicable Commencement Date.

This Section 19.5 shall survive the expiration or termination of this Lease Agreement.

19.6. Response or Remedial Actions. Project Company agrees to comply with the provisions of any health or safety plan in effect or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Project Company. Any claims by Project Company or subcontractor against GPA for damages arising from such actions shall be governed by the Government Claims Act.

19.7. Storage of Hazardous Wastes. Project Company must comply with all applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. Project Company shall not treat, store, transport, or dispose of hazardous waste unless Project Company is in possession of any required permit issued to it under the Resource Conservation and Recovery Act, as amended ("**RCRA**"). Project Company shall not treat, store, transport, or dispose of any hazardous waste under, pursuant to, or in reliance upon any permit issued to GPA. Project Company shall be liable for the cost of proper disposal of any hazardous waste generated by its approved subcontractors in the event of failure of the subcontractors to dispose properly of those wastes.

19.8. Environmental Records. Project Company must maintain and make available to GPA all records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of hazardous waste relevant to the Premises, as well as all other environmental records required to be maintained by Project Company in connection with its use and activities on the Premises by applicable Laws. GPA reserves the right to inspect the Premises and Project Company's records for compliance with applicable Laws relating to the generation, handling, storage, treatment, and disposal of hazardous waste, as well as to the discharge or release of hazardous substances. Violations will be reported by GPA to appropriate regulatory agencies, as required by applicable law. Project Company shall be liable for the payment of any fines and penalties that may accrue as a result of the actions of Project Company.

19.9. Spill Plans. If hazardous waste, fuel, chemicals, or other regulated hazardous substances will be present on the Premises, Project Company shall prepare a completed and

approved plan prior to Commercial Operation Date on the Premises for responding to hazardous waste, fuel, and other chemical spills. The 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 Laws, and where required, shall be approved by the Government Authority having regulatory jurisdiction over the plan. The plan shall be independent of GPA spill prevention and response plans. Project Company shall not rely on use of GPA's personnel or equipment in execution of its plan. Project Company shall file a copy of the approved plan and approved amendments thereto within fifteen (15) days of approval. Notwithstanding the foregoing (except as set forth in Section 19.5 above), should GPA provide any personnel or equipment, whether for initial fire response or spill containment or otherwise on request of Project Company, or because Project Company was not, in the sole opinion of GPA, conducting timely cleanup actions as required of Project Company under applicable laws and regulations, Project Company agrees to reimburse GPA for its costs in accordance with all applicable Laws.

19.10. RCRA Compliance. Project Company shall comply with the hazardous waste permit requirements under the RCRA or its state equivalent and any other applicable hazardous waste Laws pertaining to Project Company's use or activities on the Premises. Project Company must provide at its own expense hazardous waste storage facilities that comply with all applicable Laws that it may need for storage. GPA hazardous waste storage facilities will not be available to Project Company. Any violation of the requirements of this paragraph shall be deemed a material breach of this Lease Agreement.

19.11. Discharge of Fill. Project Company shall not discharge, or allow the discharge of, any dredged or fill material into any waters or wetlands on the Premises except in compliance with the express written consent of the applicable Governmental Authority with jurisdiction over such matters.

19.12. Pesticides. Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, Project Company shall prepare a plan for storage, mixing, and application of pesticides (the "**Pesticide Management Plan**"). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, state, and local pesticide requirements. Project Company shall store, mix, and apply all pesticides within the Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

19.13. National Pollutant Discharge Elimination System (NPDES) Permit. Project Company shall comply with all requirements of the Federal Water Pollution Control Act, as amended, the NPDES, and any applicable State or local requirements. If Project Company discharges wastewater to a publicly owned treatment works, Project Company must submit an application for its discharge prior to Financial Close. Project Company shall be responsible for meeting all applicable wastewater discharge permit standards. Project Company shall not discharge wastewater except under the authority of any NPDES permit, pretreatment permit, or any other permit issued for the Project. Project Company shall not install or use any septic tank facility.

19.14. Environmental Access. GPA, U.S. EPA/Guam EPA, and the government of Guam, and their respective officers, agents, employees, contractors, and subcontractors have the

right, upon reasonable notice to Project Company to enter upon the Premises, to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, and testing soil borings, if applicable.

ARTICLE 20: INDEMNIFICATION

GPA shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Project Company or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, on or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Project Company or of any occupation, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters of things above set forth.

Project Company shall indemnify and hold harmless GPA against any and all claims, liabilities, losses, or damage whatsoever on account of any such loss, injury, death, or damage. Project Company waives all claims against GPA for damages to the buildings and improvements that are now on or hereafter placed or built on the Premises and to the property of Project Company in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising after the date hereof. As to Project Company's obligations to GPA under this Article, the three immediately preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligent act or omission or misconduct of GPA, its agents, or employees.

ARTICLE 21: PROHIBITION OF VOLUNTARY ASSIGNMENT – EFFECT OF BANKRUPTCY OR INSOLVENCY

Subject to Article 13, neither this Lease Agreement nor the Premises nor any interest of GPA under this Lease Agreement in the Premises or in the building of improvements of the Premises shall be subject to involuntary assignment, transfer, sale, or to assignment, transfer or sale by operation of law in any manner whatsoever; any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

Without limiting the generality of the provisions of the preceding paragraph of this Article 21, Project Company agrees that termination of the ECA shall result in automatic termination of this Lease and all rights of Project Company under this Lease Agreement in and to the Premises and also all rights of any and all persons claiming under Project Company.

ARTICLE 22: PROJECT COMPANY EVENT OF DEFAULT

22.1. Project Company Event of Default. GPA may, at its option and without limiting GPA in the exercise of any other right or remedy it may have on account of a default or breach by Project Company, exercise the rights and remedies specified in Article 4.5 of the ECA upon the occurrence of the following ("**Project Company Event of Default**"):

(a) Project Company defaults in the payment of any money agreed to be paid by Project Company to GPA for rent or for any other purpose under this Lease

Agreement, and if such default continues for fifteen (15) Business Days after written notice to Project Company by GPA;

(b) the Premises are used for an unlawful purpose; and

(c) Project Company defaults in the performance of its material obligations under this Lease Agreement and such default continues for sixty (60) days after written notice to Project Company by GPA.

GPA shall deliver to the Agent a copy of any notice given under this Article 22.

22.2. Remedies. Upon the termination of the ECA due to a Project Company Event of Default pursuant to Article 4.5 of the ECA, GPA may exercise any of the following rights:

(a) immediately reenter and, at GPA's election, remove all persons and property from the Premises, store the personal property in a public warehouse or elsewhere at the cost of, for the account of, and at the risk of Project Company. In the event of any such reentry by GPA, GPA may make any repairs, additions, or improvements in, to or upon the Premises which may be necessary or convenient;

(b) collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Project Company required to be kept or performed, it being specifically agreed that all unpaid installments of rent other sums shall bear interest at the highest legal rate from the due date thereof until paid; or

(c) terminate this Lease Agreement, in which event Project Company agrees to immediately surrender possession of the Premises and any improvements thereon.

22.3. No Waiver of Default. GPA's failure to take advantage of any default or breach of covenant on the part of the Project Company shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may arise between the Parties in the course of administering this Lease Agreement be construed to waive or to lessen the right of GPA to insist upon the performance by Project Company of any term, covenant, or condition hereof, or to exercise any rights given on account of any such default. A waiver of a particular breach, or default, shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver or any term, covenant, or condition of this Lease Agreement.

22.4. Project Company's Waiver of Statute of Limitations. Project Company does further waive the benefit of any statute of limitations to which it might be entitled.

22.5. Remedies Cumulative. The rights, powers, elections, and remedies of GPA contained in this Lease Agreement shall be construed as cumulative and no one of them is or shall be considered exclusive of the other or exclusive of any rights or remedies allowed by law, and the exercise of one or more rights, powers, elections, or remedies shall not impair GPA's right to exercise any other.

ARTICLE 23: GPA EVENT OF DEFAULT

The Project Company may, at its option and without limiting Project Company in the exercise of any other right or remedy it may have on account of a default or breach by GPA, exercise the rights and remedies specified in Article 4.5 of the ECA if GPA defaults in the performance of its material obligations under this Lease Agreement and such default continues for sixty (60) days after written notice to GPA by Project Company ("**GPA Event of Default**").

ARTICLE 24: TERMINATION OF LEASE AGREEMENT

This Lease Agreement may be terminated upon the written mutual agreement of GPA and Project Company.

This Lease Agreement shall terminate as to Parcel 3 no later than twelve (12) months after the Commercial Operation Date or such later date as mutually agreed in writing by GPA and Project Company.

ARTICLE 25: SURRENDER OF PREMISES

Upon the voluntary or other termination of this Lease Agreement or any early termination of the Term from whatever cause, Project Company shall peaceably and quietly surrender and deliver up to GPA the Premises, including all buildings, alterations, rebuilding, replacements, and changes, additions, and improvements, constructed, erected, added, or placed on the Premises by Project Company, with all building service equipment in or appurtenant to the Premises, in as good condition, repair, and as clean as at the commencement of the term, and as any new buildings, structures, replacements, additions, or improvements constructed, erected, added, or placed on the Premises by Project Company were when completed, excepting the existence of the Project Facilities and the Electrical Connection Facilities and taking into account reasonable wear and tear and the intended use of the Premises for electricity generation in accordance with Prudent Utility Practices. Project Company shall, within a reasonable period from the termination of this Lease Agreement, remove from the Premises any personal property that constitutes as collateral under the Financing Documents.

ARTICLE 26: NOTICES

All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands shall be sent by telefax or mail, postage prepaid, addressed to:

To: *(Post Office Address)*
GUAM POWER AUTHORITY
General Manager
P.O. Box 2977 Hagatña, Guam 96932

Or

(Physical Address)
GUAM POWER AUTHORITY
General Manager
Gloria B. Nelson Public Service Bldg.
688 Route 15, Suite 100
Mangilao, Guam 96913-6203

To: GUAM UKUDU POWER LLC
Chief Executive Officer
655 S. Marine Corps Drive Unit 102, Soma Building
Tamuning, Guam 96913

ARTICLE 27: PARTIES BOUND

The covenants, agreements, terms, provisions and conditions contained in this Lease Agreement shall apply to and bind the successors, executors, administrators, and assigns of the Parties.

ARTICLE 28: RELATIONSHIP OF PARTIES

Nothing contained in this Lease Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between GPA and Project Company.

ARTICLE 29: DISPUTE RESOLUTION

29.1. Disputes. In the event that a dispute arises under this Lease Agreement, the Parties shall attempt in good faith to settle such dispute by mutual discussions within thirty (30) days after the date that the disputing Party gives notice of the dispute to the other Party which may include referring the dispute to the Joint Coordinating Committee pursuant to the ECA for a specified time period, subject to mutual agreement of the Parties.

In the event that the Parties do not reach agreement on the dispute within forty-five (45) days after the date that either Party gives notice of the dispute pursuant to the preceding paragraph, or such longer period as they may agree in writing, then either Party may commence resolution of the dispute in accordance with Section 29.3 or, subject to mutual agreement of the Parties in writing, submit the dispute to mediation pursuant to Section 29.2.

29.2. Mediation

(a) In the event that the Parties mutually agree pursuant to Article 29.1 to submit a dispute to mediation, then such dispute shall be submitted to mediation in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this paragraph. This agreement to mediate is

authorized under 5 GCA § 5427 (b) and 2 GAR § 9103 (a)(1). The Parties shall each pay one-half of the mediation expenses.

(b) In the event the dispute is not resolved through mediation within ninety (90) days from the date on which either party gave notice of the dispute pursuant to Section 29.1, either Party may commence resolution of the dispute in accordance with Section 29.3.

(c) Any mediation shall be conducted in English.

(d) The place of mediation shall be Guam.

29.3. Arbitration

(a) Any Dispute arising out of or in connection with this Agreement and not resolved following the procedures described in Article 29.1 and Article 29.2 shall be finally settled by arbitration under the Rules of Arbitration of the American Arbitration Association ("**AAA Rules**").

(b) Any arbitration shall be conducted in English, and unless otherwise agreed by the Parties, the number of arbitrators shall be three (3). The arbitrators shall be appointed in accordance with the AAA Rules

(c) The place of arbitration shall be Los Angeles, CA, USA.

(d) The arbitration tribunal may consolidate an arbitration arising out of or relating to this Agreement with any arbitration arising out of or relating to the ECA if the subject matter of the disputes arises out of or relates to essentially the same facts or transactions. Such consolidated arbitration shall be determined by the arbitration tribunal appointed for the arbitration proceeding that was commenced first in time.

(e) Article 29.3 will be governed by and construed in accordance with the laws of the Territory of Guam and the applicable laws of the United States of America.

29.4. Performance of Obligations. Unless otherwise provided in this Lease Agreement, during the conduct of Dispute resolution the Parties shall continue to perform their respective obligations under this Lease Agreement.

29.5. Consent to Jurisdiction. Each Party hereby consents to the jurisdiction of the courts of Guam for any action filed by the other Party to enforce a judgment entered for the purpose of recognizing any award or decision of any arbitrator(s) who were duly appointed pursuant to this Lease Agreement to resolve any Dispute between the Parties.

29.6. Waiver of Jury Trial. Each Party waives any right to trial by jury of any claim or action under or in connection with this Agreement, regardless of the legal theory. This waiver of right to trial by jury is given knowingly and voluntarily by each Party hereto.

ARTICLE 30: GOVERNING LAW

This Lease Agreement will be governed by and construed in accordance with the laws of the Territory of Guam and the applicable laws of the United States of America.

ARTICLE 31: NO WAIVER

The failure of either party to this Lease Agreement to insist on the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Lease Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 32: ATTORNEYS' FEE

If either party commences an action against the other in connection with this Lease Agreement, the prevailing party will be entitled to recover costs of suit and reasonable attorneys' fees.

ARTICLE 33: EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this Lease Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Lease Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

ARTICLE 34: ENTIRE AGREEMENT

This Lease Agreement, the ECA and the Lenders' Direct Agreement set forth all the agreements between GPA and Project Company concerning the Premises, and there are no agreements, either oral or written with respect thereto, other than as set forth in the aforementioned agreements.

ARTICLE 35: MODIFICATION OF LEASE AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced by a document in writing signed by each party or an authorized representative of each party.

ARTICLE 36: COUNTERPARTS

This Lease Agreement may be executed in any number of counterparts, each which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

ARTICLE 37: FURTHER ASSURANCES

The Parties agree to execute whatever papers and documents and assurances may be necessary to effectuate the terms of this Lease Agreement and take such further action required by law or as GPA or Project Company may from time to time reasonably request in order to carry out more effectively the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created in favor of GPA or Project Company.

ARTICLE 38: PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simply, or aid in the interpretation of the provisions of this Lease Agreement.

ARTICLE 39: NOTICE OF RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES (5 GCA § 5253)

Project Company warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of Project Company while on government of Guam property, with the exception of public highways. If any employee of Project Company is providing services on government property and is convicted subsequent to an award of a contract, then Project Company warrants that it will notify GPA of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If Project Company is found to be in violation of any of the provisions of this paragraph, then GPA will give notice to Project Company to take corrective action. Project Company shall take corrective action within twenty-four hours of notice from GPA, and Project Company shall notify GPA when action has been taken. If Project Company fails to take corrective steps within twenty-four hours of notice from GPA, then GPA in its sole discretion may suspend temporarily any contract for services until corrective action has been taken. By this reference, this Notice is incorporated in full into the ECA.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amended and Restated Land Lease Agreement to be executed on the dates provided below to be effective as of the day and year first above written.

GUAM POWER AUTHORITY

By: _____
JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

Date: _____

APPROVED AS TO FORM:

By: _____
D. GRAHAM BOTHA
GPA GENERAL COUNSEL

Date: _____

ACKNOWLEDGEMENT

Guam, U.S.A.)
)ss
City of Mangilao)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **JOHN M. BENAVENTE, P.E.**, known to me to be the **GENERAL MANAGER** of **GUAM POWER AUTHORITY** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

ACKNOWLEDGEMENT

Guam, U.S.A.)
)ss
City of Mangilao)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **D. GRAHAM BOTHA**, known to me to be the **GENERAL COUNSEL** of **GUAM POWER AUTHORITY** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

GUAM UKUDU POWER LLC

By: _____
JEONG IRL MIN
CHIEF EXECUTIVE OFFICER

Date: _____

ACKNOWLEDGEMENT

Guam, U.S.A.)
)ss
City of Hagatna)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **JEONG IRL MIN**, known to me to be the **CHIEF EXECUTVE OFFICER** of **GUAM UKUDU POWER LLC** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL OF GUAM

By: _____
LEEVIN TAITANO CAMACHO
Attorney General of Guam

Date: _____

ATTEST:
LIEUTENANT GOVERNOR OF GUAM

_____
JOSHUA F. TENORIO

Date: _____

GOVERNOR OF GUAM

_____
LOURDES AFLAGUE LEON GUERRERO

Date: _____

A C K N O W L E D G E M E N T

Guam, U.S.A.)
)ss
City of _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **LEEVIN TAITANO CAMACHO**, known to me to be the **ATTORNEY GENERAL OF GUAM** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

ACKNOWLEDGEMENT

Guam, U.S.A.)
)ss
City of _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **JOSHUA F. TENORIO**, known to me to be the **LIEUTENANT GOVERNOR OF GUAM** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that he executed the same.

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

_____
Notary Public

ACKNOWLEDGEMENT

Guam, U.S.A.)
)ss
City of _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for Guam, personally appeared **LOURDES AFLAGUE LEON GUERRERO**, known to me to be the **GOVERNOR OF GUAM** whose name is subscribed to the foregoing **SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT** and acknowledged to me that she executed the same.

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

_____
Notary Public

Exhibit A

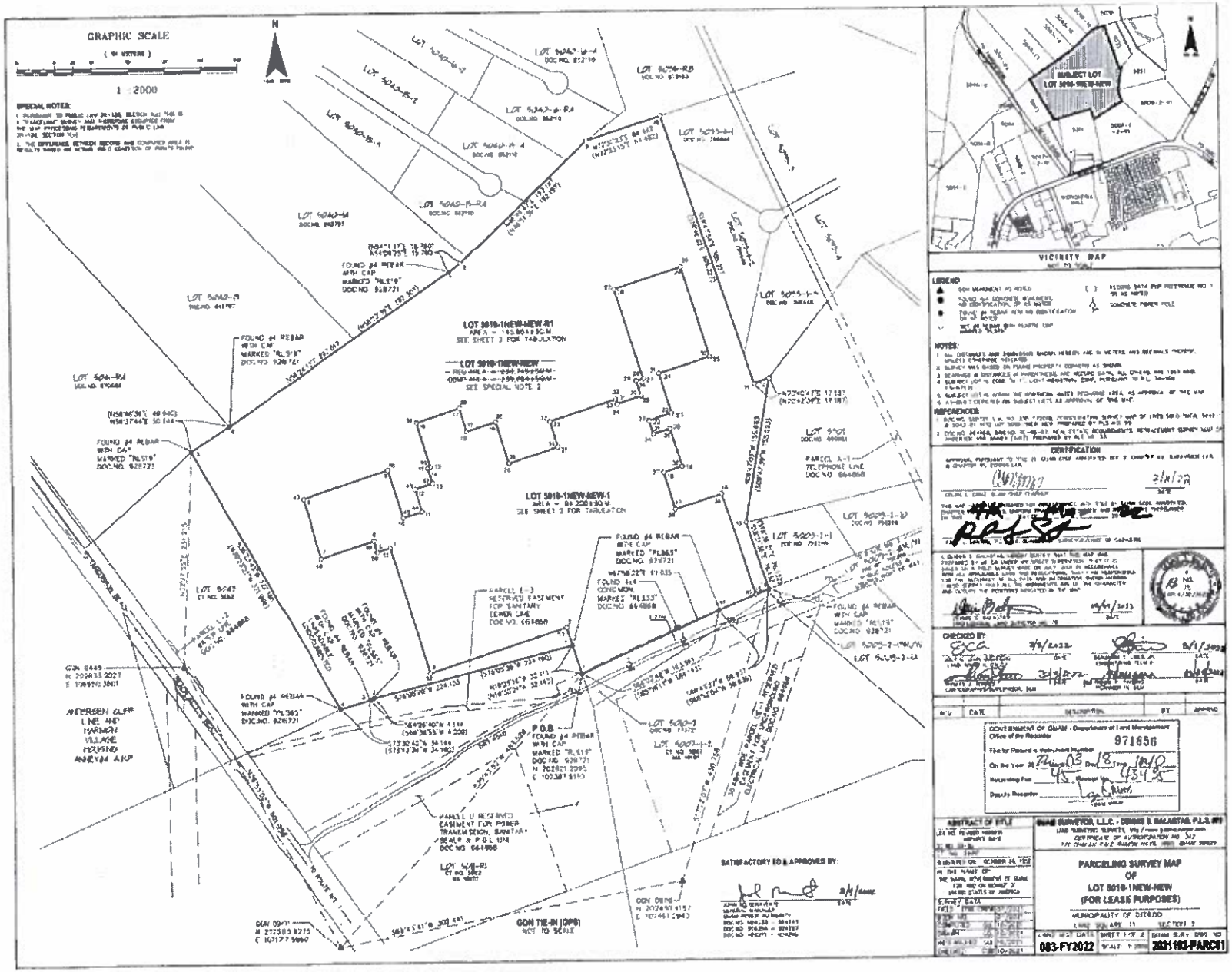
Premises

Parcels 1 and 3

Parceling Survey Map (For Lease Purposes) of Lot 5010-1NEW-NEW, Dededo

Instrument Number 971856

See attached.



Doc. No. 36GL-22-2144.*

LOT 5010-1NEW-NEW-1

LINE	BEARING	DISTANCE
1-2	N15°25'18"W	52.334
2-3	S72°30'09"W	158.543
3-4	N17°27'51"W	141.150
4-5	S72°30'09"W	16.089
5-6	N17°29'51"W	12.268
6-7	S72°30'09"W	81.319
7-8	N17°29'51"W	57.480
8-9	N72°30'09"E	99.471
9-10	S17°29'51"E	53.720
10-11	N72°30'09"E	31.458
11-12	N17°29'51"W	25.163
12-13	N72°30'09"E	19.938
13-14	N17°29'51"W	17.035
14-15	N72°30'09"E	3.299
15-16	N17°29'51"W	45.810
16-17	N72°30'09"E	26.814
17-18	S17°29'51"E	28.077
18-19	N72°30'09"E	33.440
19-20	S17°29'51"E	46.541
20-21	N72°30'09"E	56.372
21-22	N17°29'51"W	28.195
22-23	N72°30'09"E	79.245
23-24	S17°29'51"E	5.476
24-25	N72°30'09"E	27.217
25-26	N17°29'51"W	16.725
26-27	N72°30'09"E	7.408
27-28	N17°29'51"W	103.471
28-29	N72°30'09"E	75.478
29-30	S17°29'51"E	100.471
30-31	S72°30'09"W	37.74
31-32	S17°29'51"E	44.038
32-33	S72°30'09"W	25.645
33-34	S17°29'51"E	15.247
34-35	N72°30'09"E	18.954
35-36	S17°29'51"E	47.139
36-37	S72°30'09"W	21.033
37-38	S17°29'51"E	41.322
38-39	N72°30'09"E	52.808
39-40	S18°37'45"E	114.918
40-41	S68°42'22"W	43.679
41-1	S66°52'12"W	163.961

AREA = 54,208.50 M

LOT 5010-1NEW-NEW-R1

LINE	BEARING	DISTANCE
1-2	S78°05'20"W	224.157
	(S78°05'20"W)	(224.150)
2-3	N64°28'40"W	4.144
	(N64°28'40"W)	(4.200)
3-4	S72°30'41"W	34.144
	(S72°30'41"W)	(34.180)
4-5	N30°21'41"W	322.180
	(N30°21'41"W)	(321.995)
5-6	N58°37'44"E	50.744
	(N58°48'18"E)	(49.840)
6-7	N56°24'12"E	297.017
	(N56°23'38"E)	(293.367)
7-8	N54°08'25"E	15.760
	(N54°11'17"E)	(15.780)
8-9	N48°49'47"E	192.197
	(N48°49'18"E)	(192.197)
9-10	N72°31'23"E	84.482
	(N72°31'23"E)	(84.482)
10-11	S18°37'54"E	506.227
	(S18°48'12"E)	(505.227)
11-12	N10°50'47"E	17.187
	(N10°50'47"E)	(17.187)
12-13	S09°47'33"W	158.483
	(S09°47'33"W)	(158.483)
13-14	S18°31'36"E	76.132
	(S18°31'36"E)	(76.132)
14-15	S66°47'17"W	15.258
15-16	N18°37'46"W	114.918
16-17	S72°30'09"W	52.808
17-18	N17°29'51"W	41.322
18-19	N72°30'09"E	21.033
19-20	N17°29'51"W	47.139
20-21	S72°30'09"W	18.954
21-22	N17°29'51"W	15.247
22-23	N72°30'09"E	25.645
23-24	N17°29'51"W	44.038
24-25	N72°30'09"E	57.741
25-26	N17°29'51"W	100.471
26-27	S72°30'09"W	75.478
27-28	S17°29'51"E	103.471
28-29	S72°30'09"W	7.408
29-30	S17°29'51"E	16.725
30-31	S72°30'09"W	27.217
31-32	N17°29'51"W	5.476
32-33	S72°30'09"W	79.245
33-34	S17°29'51"E	28.195
34-35	S72°30'09"W	56.372
35-36	N17°29'51"W	46.541
36-37	S72°30'09"W	33.440
37-38	N17°29'51"W	26.077
38-39	S72°30'09"W	99.471
39-40	S17°29'51"E	67.810
40-41	S72°30'09"W	3.299
41-42	S17°29'51"E	17.035
42-43	S72°30'09"W	19.938
43-44	S17°29'51"E	25.163
44-45	S72°30'09"W	21.033
45-46	N17°29'51"W	57.780
46-47	S72°30'09"W	99.471
47-48	S17°29'51"E	67.480
48-49	N72°30'09"E	67.119
49-50	S17°29'51"E	17.780
50-51	N72°30'09"E	15.020
51-52	N17°29'51"E	161.150
52-53	N72°30'09"E	158.543
53-1	S18°25'18"E	20.220

AREA = 145,854.50 M

SEE SHEET 1 OF 2

VICINITY MAP

NOT TO SCALE

CERTIFICATION

APPROVAL PURSUANT TO SEC. 21, BLAM CODE ANNOTATED BY 2 CHAPTER 82 SUBDIVISION LAW & CHAPTER 82 BLAM CODE

SIGNED 3/1/22

CHECKED BY: 3/1/2022 3/1/2022

REV	DATE	DESCRIPTION	BY	APPROVE

GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder

971856

File No. Report of Government Number

On the Year 20 22 Month 03 Day 18 Time 1740

Recording Time 45 Receipt No. 13435

Deputy Recorder

ABSTRACT OF TITLE

BLAM SURVEYOR, L.L.C. - DENNIS S. BALASTAS, P.L.S. 976

PARCELING SURVEY MAP
OF
LOT 5010-1NEW-NEW
(FOR LEASE PURPOSES)

MUNICIPALITY OF CLEVELAND
LAND SQUARE 11 SECTION 3

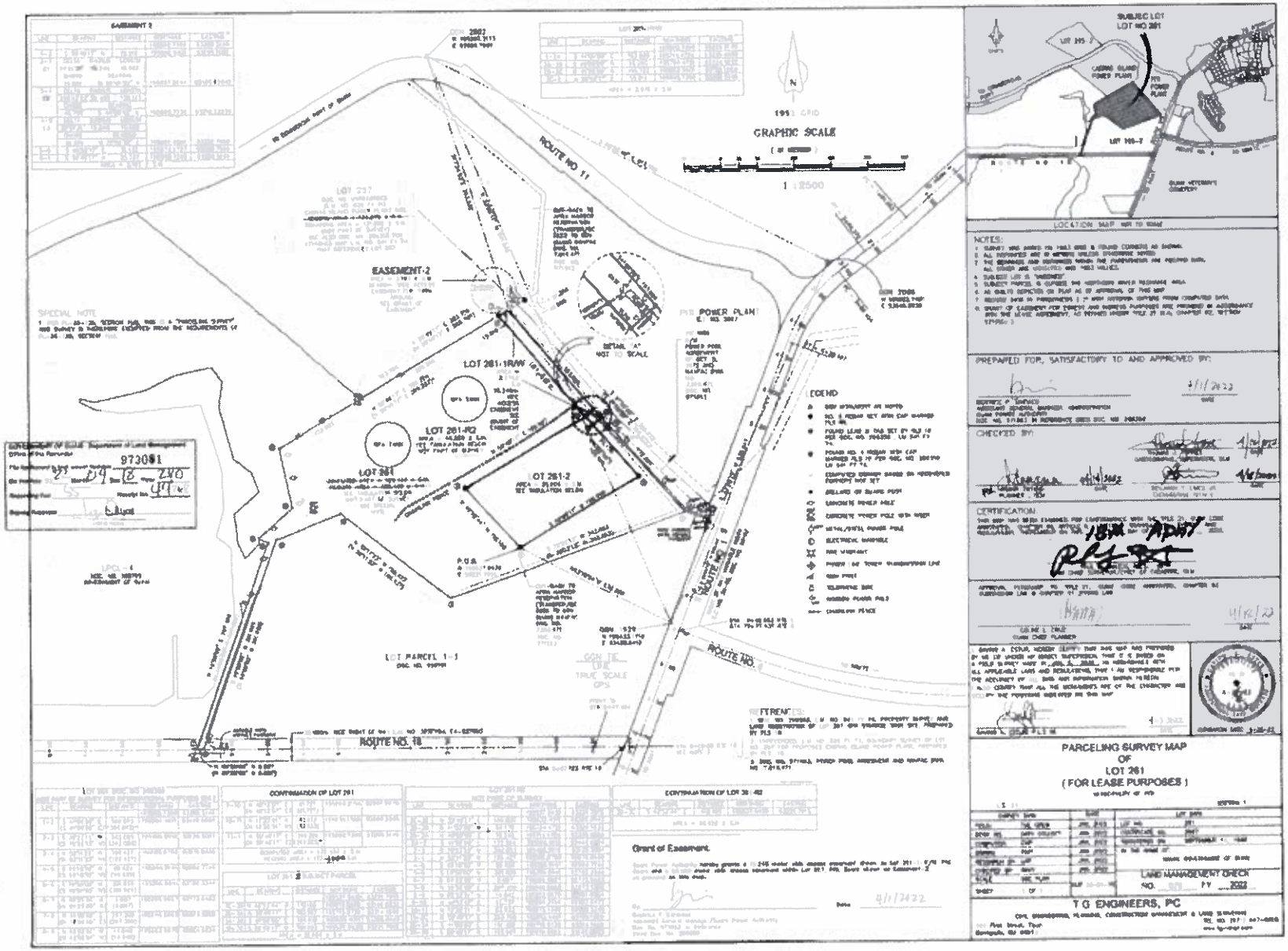
LAND MGT DATA 083-FY2022 | SHEET 2 OF 2 | BLAM SURV DWG NO 2021192-PARC01

Parcel 2

Parceling Survey Map (For Lease Purposes) of Lot 261, Piti

Instrument Number 973081

See attached.



Doc. No. 36GL-22-2144.*

Exhibit B
Easement Lands

Lot 5010-1NEW-NEW-R1, Dededo, Guam Suburban, as said lot is marked and designated in that Parceling Survey Map of Lot 5010-1NEW-NEW (For Lease Purposes), Municipality of Dededo, Land Management Check Number 083 FY 2022, recorded March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971856.
Area: 145,654 +/- square meters

Last Certificate of Title Number: 5682 - The Naval Government of Guam, for and on behalf of the United States of America (Revised Harmon Air Force Base C.V. #33-50) (Estate Number 2717).

Lot 5010-2, Easement Parcel U (Subdivision of Lot 5010), Municipality of Dededo, Territory of Guam, Suburban, as said lot is marked and designated on Drawing Number FC07-004-2, as L.M. Check Number 002 FY 2008, as described in that Lot Parceling Survey Map, dated May 20, 2008 and recorded May 21, 2008, at the Records Division, Department of Land Management, Government of Guam, under Document Number 773721.
Area: 5,072 +/- square meters

Last Certificate of Title Number: 5682 - The Naval Government of Guam for and behalf of the United States of America (Revised Harmon Air Force Base C.V. #33-50; Estate Number 1213).

Easement Parcel U, Dededo, Guam (Reserved easement for power transmission, sanitary sewer line and P.O.L. line), as reserved in that Quitclaim Deed recorded on October 29, 2002 at the Records Division, Department of Land Management, Government of Guam, under Document Number 664868.

Access Easement and Utilities Right-of-Way, Municipality of Piti more particularly described as Lot 261-1-R/W, Piti, containing an area of 2,976 +/1 square meters, and Easement 2 within Lot 257, Piti, , containing an area of 3,193 +/- square meters, as shown on that Parceling Survey Map of Lot 261 (For Lease Purposes), Municipality of Piti, Map Drawing Number GUP 20-01-70, L.M. No. 079-FY2022, recorded April 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 973081 and granted in that Declaration of Easement Access, recorded April 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 973082.

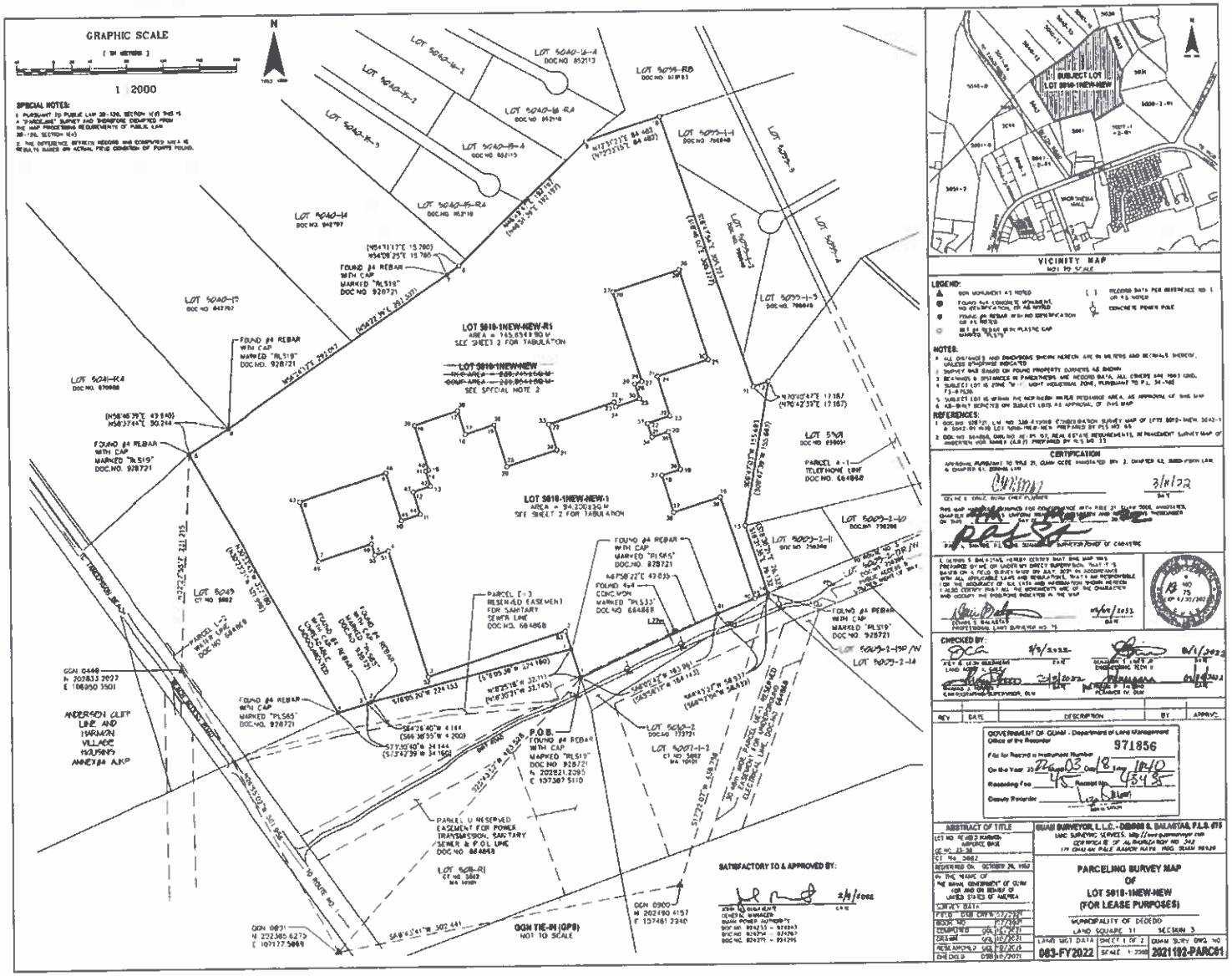
Easement for 115 KV transmission line and 75' Wide R/W over Piti Power Plant site, Piti, Guam, as granted in in that that Power Pool Agreement by and between the United States of American and GPA, including Amendments to the Power Pool Agreement, dated October 5, 1972 ("Power Pool Agreement"), and shown on NAVFAC DWG. NO. 7,019,471, which Power Pool Agreement and NAVFAC DWG are attached as Exhibit 1 and Exhibit 2, respectively to that Affidavit Regarding Power Pool Agreement and NAVFAC DWG. NO. 7,019,471 recorded on March 18, 2022, at the Office of the Recorder, Department of Land Management, Government of Guam, under Instrument Number 971863.

50' wide Perpetual Easement within Parcel 1, Piti, Guam as said easement is marked and designated on NAVFAC DWG. NO. 7060588 and L.M. Check Number 307 FY 84.

EXHIBIT B

Parceling Survey Map (For Lease Purposes) of Lot 5010-1NEW-NEW, Dededo Instrument Number 971856

See attached.



Doc. No. 36GL-22-2144.*

LOT 5010-1NEW-NEW-1

LINE	BEARING	DISTANCE
1-2	N18°29'51"W	52.331
2-3	S72°30'09"W	136.580
3-4	N17°29'51"W	141.250
4-5	S72°30'09"W	15.000
5-6	N17°29'51"W	12.765
6-7	S72°30'09"W	81.119
7-8	N17°29'51"W	67.480
8-9	N72°30'09"E	99.471
9-10	S17°29'51"E	53.720
10-11	N72°30'09"E	21.630
11-12	N17°29'51"W	23.915
12-13	N72°30'09"E	19.939
13-14	N17°29'51"W	17.630
14-15	N72°30'09"E	3.298
15-16	N17°29'51"W	69.675
16-17	N72°30'09"E	49.819
17-18	S17°29'51"E	28.677
18-19	N72°30'09"E	33.460
19-20	S17°29'51"E	66.561
20-21	N72°30'09"E	58.372
21-22	N17°29'51"W	28.965
22-23	N72°30'09"E	26.265
23-24	S17°29'51"E	5.476
24-25	N72°30'09"E	27.317
25-26	N17°29'51"W	58.735
26-27	N72°30'09"E	7.908
27-28	N17°29'51"W	100.471
28-29	N72°30'09"E	75.678
29-30	S17°29'51"E	100.471
30-31	S72°30'09"W	37.161
31-32	S17°29'51"E	44.238
32-33	S72°30'09"W	23.645
33-34	S17°29'51"E	15.267
34-35	N72°30'09"E	18.954
35-36	S17°29'51"E	42.180
36-37	S72°30'09"W	21.235
37-38	S17°29'51"E	41.272
38-39	N72°30'09"E	32.828
39-40	S18°37'49"E	114.819
40-41	S68°43'27"W	43.879
41-1	364°12'43"E	191.881

AREA = 84,200± SQ.M

LOT 5010-1NEW-NEW-R1

LINE	BEARING	DISTANCE
1-2	S18°05'20"E	294.553
	(S18°00'39"E)	(294.180)
2-3	S84°28'43"W	6.144
	(S68°38'55"W)	(6.200)
3-4	S73°10'43"W	54.184
	(S73°14'39"W)	(54.180)
4-5	N30°23'43"W	322.180
	(N30°23'21"W)	(321.998)
5-6	N58°37'44"E	30.244
	(N58°48'39"E)	(63.940)
6-7	N58°37'43"E	282.017
	(N58°27'39"E)	(282.307)
7-8	N54°09'25"E	15.760
	(N54°11'17"E)	(15.780)
8-9	N48°49'47"E	192.197
	(N48°51'38"E)	(192.187)
9-10	N72°31'23"E	84.483
	(N72°31'15"E)	(84.487)
10-11	S18°47'54"E	304.227
	(S18°48'02"E)	(305.227)
11-12	N72°43'47"E	17.187
	(N72°43'55"E)	(17.187)
12-13	S09°47'03"W	154.693
	(S09°47'38"W)	(155.693)
13-14	S18°37'58"E	76.132
	(S18°34'21"E)	(76.132)
14-15	S68°43'27"W	15.258
15-16	N18°37'49"W	114.919
16-17	S72°30'09"W	52.634
17-18	N17°29'51"W	41.322
18-19	N72°30'09"E	21.033
19-20	N17°29'51"W	42.139
20-21	S72°30'09"W	19.954
21-22	N17°29'51"W	13.247
22-23	N72°30'09"E	25.645
23-24	N17°29'51"W	44.038
24-25	N72°30'09"E	57.741
25-26	N17°29'51"W	100.471
26-27	S72°30'09"W	75.678
27-28	S17°29'51"E	100.471
28-29	S72°30'09"W	7.908
29-30	S17°29'51"E	18.725
30-31	S72°30'09"W	22.217
31-32	N17°29'51"W	5.476
32-33	S72°30'09"W	26.265
33-34	S17°29'51"E	28.483
34-35	S72°30'09"W	58.372
35-36	N17°29'51"W	66.561
36-37	S72°30'09"W	33.460
37-38	N17°29'51"W	26.677
38-39	S72°30'09"W	49.678
39-40	S17°29'51"E	66.815
40-41	S72°30'09"W	3.295
41-42	S17°29'51"E	12.030
42-43	S72°30'09"W	18.829
43-44	S17°29'51"E	68.193
44-45	S72°30'09"W	21.650
45-46	N17°29'51"W	51.730
46-47	S72°30'09"W	99.471
47-48	S17°29'51"E	67.483
48-49	N72°30'09"E	81.319
49-50	S17°29'51"E	17.760
50-51	N72°30'09"E	15.020
51-52	S17°29'51"E	141.150
52-53	N72°30'09"E	194.580
53-1	S18°37'49"E	12.770

AREA = 149,654±SQ.M.

SEE SHEET 1 OF 2

VICINITY MAP
NOT TO SCALE

CERTIFICATION

APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, DIV. 1, CHAPTER 61, SUBDIVISION LAW & CHAPTER 61 ZONING LAW

DELIA L. CRUZ, Guam Chief Planner — Date 3/2/22

THIS MAP WAS PREPARED FOR CONFORMITY WITH TITLE 21, GUAM CODE ANNOTATED CHAPTER 61, ARTICLE 2, SECTION 61202 AND IS NOT INTENDED OR APPROVED FOR USE FOR ANY PURPOSE OTHER THAN THAT DESCRIBED IN THE CERTIFICATE OF APPROVAL DATED THIS 2nd DAY OF March 2022.

PAUL M. MCDONALD, Director, Department of Land Management

I, DAVID B. BALAGTAS, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT IT IS BASED ON A FIELD SURVEY MADE ON JULY 2021 IN ACCORDANCE WITH ALL APPLICABLE LAWS, AND IS BALANCED, THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION SHOWN HEREON, THAT ALL FIELD TIES ARE TRUE, ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THE MAP.

DAVID B. BALAGTAS, Professional Land Surveyor, No. 11 — 01/24/2022 DATE

CHECKED BY:

AS-BUILT DRAWING — 3/2/2022 DATE
LAND MGMT. SPECIALIST, GLM

SURVEYOR, GLM — 3/1/2022 DATE
CARTOGRAPHIC SUPERVISOR, GLM

REVISIONS: 1. DAVID B. BALAGTAS, P.L.S. 11 — 3/1/2022 DATE
2. [illegible] — 3/1/2022 DATE
PLANNER IV, GLM

BY	DATE	DESCRIPTION	BY	APPRVD

GOVERNMENT OF GUAM Department of Land Management
Office of the Recorder
File for Record in Land Management Records
On the Year 20 22 Month 03 Day 18 Time 1140
Recording Fee 45 Receipt No. 43455
County Recorder [illegible]

ABSTRACT OF TITLE
LOT NO. NEWER HARBOR
CAD SPCE BASE
TC NO. 33-5
C.T. No. 5662
REGISTERED ON OCTOBER 26, 1962
IN THE NAME OF THE NAVAL GOVERNMENT OF GUAM FOR AND ON BEHALF OF UNITED STATES OF AMERICA

SURVEY DATA
FIELD — DSR [illegible] 7/2021
BOOK NO. 797/331
COMPUTED — CZL 8/2021
DRAWN — GCA 8/2021
FILE NAME — 0.938
CHECKED — DBB 8/2021

GUAM SURVEYOR, L.L.C. - DENNIS B. BALAGTAS, P.L.S. 878
LAND SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION NO. 347
279 CHALAN PAGO RANCHO HAYA, YIGO GUAM 96929

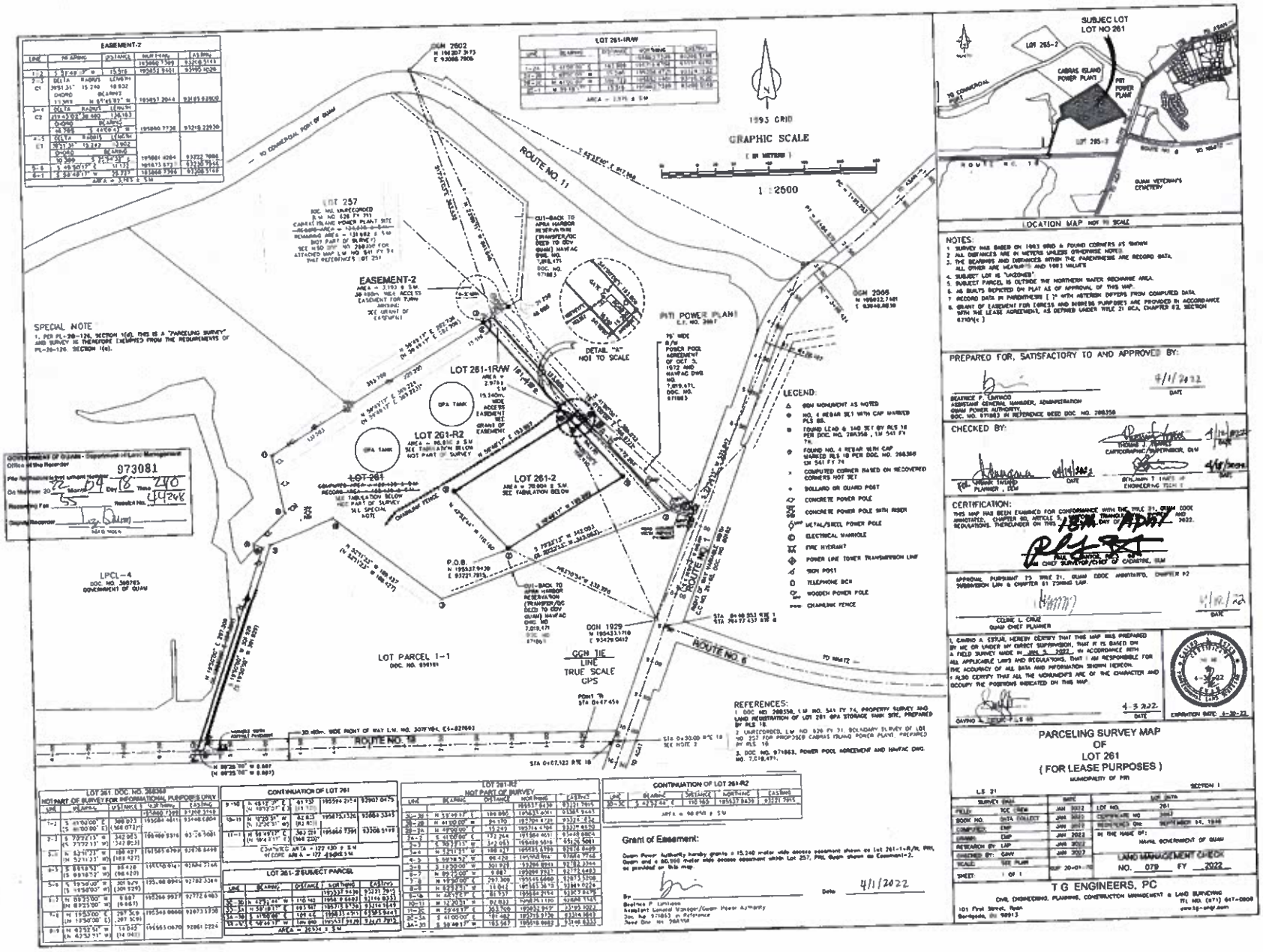
PARCELING SURVEY MAP
OF
LOT 5010-1NEW-NEW
(FOR LEASE PURPOSES)
MUNICIPALITY OF DEDEDO
LAND SQUARE 11 SECTION 3

LAND MGT. DATA — SHEET 2 OF 2 — GUAM SURVEY PROJ. NO.
083-FY2022 — SCALE: 1:200 — 2021102-PARCEL1

EXHIBIT C

Parceling Survey Map (For Lease Purposes) of Lot 261, Piti
Instrument Number 973081

See attached.



Doc. No. 36GL-22-2144.*