

08-117  
09-025

Date: January 15, 2009

Loan Number 1501-178637

**FIRST REVISION AGREEMENT**

This is an Agreement by and between **BANK OF GUAM**, herein sometimes referred to as "Lender", and the **GOVERNMENT OF GUAM**, herein sometimes referred to as "Borrower".

**WITNESSETH:**

**WHEREAS**, Borrower is indebted to Lender pursuant to the terms of a promissory note in the original principal amount \$20,000,000.00 dated January 2, 2009 (the "Note"), and Loan Agreement dated January 2, 2009 (the "Loan Agreement"), which were executed by Borrower in favor of Lender; and

**WHEREAS**, said Note is secured by a (i) Pledge and Assignment of revenue payable to the Government of Guam by the Government of the United States pursuant to Section 30 of the Organic Act, 48 U.S. Code § 1421h, (ii) a Pledge and Assignment of proceeds from bond issuance relating to the Landfill, and (iii) a Pledge and Assignment of solid waste tipping fees collected (hereinafter collectively referred to as the "Pledges"); and

**WHEREAS**, Borrower desires to borrow from Lender, and Lender has agreed to loan to Borrower, additional monies in the amount of **ONE HUNDRED THREE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$103,875.00)**, for a total loan up to the amount of **TWENTY MILLION ONE HUNDRED THREE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$20,103,875.00)**, for the purpose of financing the bank fees and attorneys' fees payable by Borrower in connection with said loan; and

**WHEREAS**, in light of said additional loan of monies, Borrower and Lender have agreed to (i) increase the principal amount of the Note and revise the repayment terms, and (ii) revise the terms of the Pledges to cover the additional loan of monies; and

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration which is acknowledged, it is agreed between the parties as follows:

1. Recitals. The parties hereto agree that the recitals set forth above are true and correct.

2. Confirmation of Outstanding Balance. As of January 15, 2009, the outstanding principal balance under the Note is the sum of **TWENTY MILLION ONE HUNDRED THREE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$20,103,875.00)**.

3. Revisions to Loan Documents. The parties hereto agree that the following loan documents shall be amended and revised as follows:

(a) Promissory Note.

(i) The principal amount of then Note, at page 1, first unnumbered paragraph, is hereby amended to read, "**TWENTY MILLION ONE HUNDRED THREE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$20,103,875.00)**"; and

(ii) The annual installment payment amount, at page 1, paragraph number 2, is hereby amended to read, "**TWO MILLION SIXTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-THREE AND 87/100 DOLLARS (\$2,064,583.87)**".

(b) Loan Agreement. The loan amount in the Loan Agreement, at page 1, second unnumbered paragraph and paragraph numbered 1.(a), is hereby amended to

read, "Twenty Million One Hundred Three Thousand Eight Hundred Seventy-Five Dollars (\$20,103,875.00)".

(c) Pledge and Assignment (of solid waste tipping fees collected). The amount which Lender is authorized to transfer per month is hereby amended to read, "ONE HUNDRED SEVENTY-TWO THOUSAND FORTY-EIGHT AND 66/100 DOLLARS (\$172,048.66)".

4. Collateral. The following security instruments, as the same may be amended from time to time, shall remain as collateral for the Note, as revised, and evidenced by Borrower's Promissory Note dated January 2, 2009, and this Agreement:

(a) That certain Pledge and Assignment of revenue payable to the Government of Guam by the Government of the United States pursuant to Section 30 of the Organic Act, 48 U.S. Code § 1421h, executed by Borrower in favor of Lender on January 2, 2009;

(b) That certain Pledge and Assignment of proceeds from the bond issuance relating to the Landfill, executed by Borrower in favor of Lender on January 2, 2009; and

(c) That certain Pledge and Assignment of solid waste tipping fees collected, executed by Borrower in favor of Lender on January 2, 2009.

5. Enforceability of Revised Promissory Note, Loan Agreement, and Pledges. Except as otherwise expressly provided hereinabove, all of the terms, conditions, covenants, provisions and restrictions of the Promissory Note dated January 2, 2009, the Business Loan Agreement dated January 2, 2009, and three (3) Pledges dated January 2, 2009, shall remain in full force and effect.

6. Accuracy and Representations and Warranties. The information, representations and warranties of the parties set forth in this Agreement and in any exhibits attached hereto, shall be true and complete as of the date of execution of this Agreement.

7. Understanding of Parties. It is expressly understood and agreed that this Agreement shall be binding upon the parties from the commencement of the Agreement as provided herein and thereafter according to its terms.

8. Governing Law. The laws of the Territory of Guam shall govern the validity, construction and effect of this Agreement. Whenever in this Agreement any words of obligation or duty are used in connection with either party, such words shall have the force and effect as though framed in the form of express covenants on the part of the party obligated.

9. Final Agreement. This Agreement (including any Exhibits hereto) contains the entire agreement and understanding between the parties and supersedes all prior discussions, agreement, understandings of any and every nature, whether oral or written between the parties, and no condition, definition, warranty or representation other than expressly provided for herein shall be binding upon any party.

10. Modification. Any amendment, modification, change, or alteration shall be made in writing which expressly refers to this Agreement and which is signed by each of the parties hereto or a duly authorized representative.

11. Binding Effect. This Agreement and the terms, covenants, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, and to any other person or persons claiming to hold or to exercise any interest by, under or through any of the parties hereto.

12. Provisions Deemed Covenants and Conditions. The parties hereto agree that all the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance.


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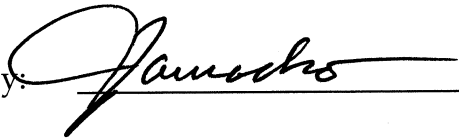
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 15<sup>th</sup> day of January, 2009.

**BANK OF GUAM**

By: 

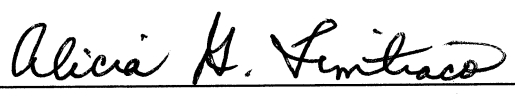
Its Duly Authorized Representative

**GOVERNMENT OF GUAM**


By: 

Governor of Guam

**APPROVED AS TO LEGALITY AND FORM:**

By: 

Attorney General of Guam

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JAN 12 2009  
  
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ATTORNEY GENERAL'S OFFICE