

GUAM POWER AUTHORITY

and

BANK OF GUAM,

as Trustee and Depositary

and

U.S. BANK TRUST NATIONAL ASSOCIATION,

as Co-Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of May 1, 1999

Relating to \$349,178,601 Principal Amount

of Guam Power Authority

Revenue Bonds, 1999 Series A

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THIS THIRD SUPPLEMENTAL INDENTURE, made and entered into as of the first day of May, 1999, by and among the GUAM POWER AUTHORITY, a public corporation and autonomous instrumentality of the Government of Guam duly organized and existing under and by virtue of the laws of Guam (the "Authority"), BANK OF GUAM, a banking corporation organized under the laws of Guam, authorized to do business within Guam, and being qualified to accept and administer the trusts hereby created, as trustee (the "Trustee" or the "Depository"), and U.S. BANK TRUST NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, and being qualified to accept and administer the trusts hereby created, as successor co-trustee to Bank of America National Trust and Savings Association (the "Co-Trustee"),

WITNESSETH

WHEREAS, pursuant to the Guam Power Authority Act of 1968, being Chapter 8, Title 12, Guam Code Annotated, as amended (the "Act"), the Board of Directors of the Authority (the "Board") is authorized to incur indebtedness by the issuance of revenue bonds, with the approval of the Governor, to raise funds for the purpose of establishing the electric power system of the Authority (the "System"), or of acquiring lands for the system, or of acquiring, constructing, improving, equipping, maintaining, repairing, renewing, replacing, reconstructing or insuring the system, or any part thereof, or for the purpose of refunding any -such bonds, or for any combination of such purposes;

WHEREAS, the Authority has determined to issue revenue bonds for such purposes and to that end has duly authorized the execution and delivery of that certain Indenture, dated as of December 1, 1992, as previously supplemented, among the Authority, the Trustee and the Co-Trustee (the "Indenture"), to secure the payment of the principal thereof and the interest and premium, if any, thereon, and the observance of the covenants and conditions therein contained;

WHEREAS, revenue bonds may be issued pursuant to the Indenture and one or more indentures supplemental thereto, from time to time, in an aggregate principal amount not limited except as therein provided, and said revenue bonds are to be designated as the "Guam Power Authority Revenue Bonds" (the "Bonds");

WHEREAS, pursuant to the Indenture, the Authority heretofore issued its Revenue Bonds, 1992 Series A (the "1992 Bonds") in the original aggregate principal amount of \$158,000,000 to refund certain indebtedness of the Authority and to pay for costs of improvements to the System;

WHEREAS, pursuant to the Indenture, the Authority heretofore issued its Revenue Bonds, 1993 Series A (the "1993 Bonds") in the original aggregate principal amount of \$100,000,000 to pay for costs of improvements to the System;

WHEREAS, pursuant to the Indenture, the Authority heretofore issued its Revenue Bonds, 1994 Series A (the "1994 Bonds") pursuant to the Indenture in the original aggregate principal amount of \$102,900,000 to pay for costs of certain improvements to the System;

WHEREAS, the Authority is authorized to issue from time to time commercial paper notes (the "C? Notes"), up to a maximum aggregate principal amount of \$65,000,000 outstanding at any one time, and has authorized the issuance of a portion of the CP Notes to pay for costs of improvements to the System;

WHEREAS, Section 8228, Title 12, Guam Code Annotated, authorizes the issuance of revenue bonds of the Authority to refund the 1992 Bonds, a portion of the 1993 Bonds, the 1994 Bonds, and a portion of the CF Notes, respectively;

WHEREAS, the Authority has determined that it is necessary to undertake certain capital improvements to the System and Section 8203(d), Title 12, Guam Code Annotated, authorizes the issuance of revenue bonds of the Authority to finance the costs of such capital improvements;

WHEREAS, it is now desirable and necessary and in the best interests of the Authority to authorize the issuance of \$349,178,601 aggregate principal amount of Bonds further designated as "1999 Senes A" in order to provide money to be used to finance and refinance certain costs of the acquisition, construction, improvement, equipment, maintenance, repair, renewal, replacement, reconstruction and insurance of the System;

WHEREAS, as required by Section 50 103(k), Title 12, Guam Code Annotated, the Legislature of Guam has, by P.L. No. 24-3 12, as amended by P.L. No 25-04, approved the terms and conditions of the issuance of revenue bonds to be issued by the Authority for the purpose of refunding certain outstanding revenue bonds of the Authority and, in addition, not to exceed One Hundred Million Dollars (\$100,000,000) principal amount of revenue bonds for the purposes of refinancing a portion of the Authority's outstanding commercial paper and financing the costs of certain additional capital projects as set forth therein;

WHEREAS, as provided by Section 50103(k), Title 12, Guam Code Annotated, the Guam Economic Development Authority has approved the issuance and sale of the 1999 Series A Bonds; and

WHEREAS, all acts, conditions and things required by the laws of the United States of America and the Government of Guam to exist, to have happened and to have been performed precedent to and in connection with the issuance of the 1999 Series A Bonds exist, have happened, and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to issue said Bonds for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 1999 Series A Bonds by the owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, the Depository and the Co-Trustee as follows:

## ARTICLE XX

### DEFINITIONS

Section 20.01. Definitions. Unless the context otherwise requires, the terms defined in the Indenture shall, for all purposes of this Supplemental Indenture and of any certificate, opinion or other document herein mentioned, have the meanings specified in the Indenture.

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

#### Bond Year

“Bond Year” means, with respect to the 1999 Series A Bonds, the period of twelve consecutive months ending on October 1 of each year if 1999 Series A Bonds are or will be Outstanding in such twelve-month period, provided the first Bond Year shall commence on the date of delivery of the 1999 Series A Bonds and end on October 1, 1999.

#### Continuing Disclosure Agreement

“Continuing Disclosure Agreement” means the Master Continuing Disclosure Agreement, dated as of May 1, 1999, among the Authority, the Trustee and the Co-Trustee, and all agreements supplemental thereto, including the Supplemental Continuing Disclosure Agreement, dated as of May 1, 1999, relating to the 1999 Series A Bonds.

#### CPNotes

“CP Notes” means the Guam Power Authority Commercial Paper Notes authorized to be issued up to a maximum aggregate principal amount of \$65,000,000. CF Notes Escrow Fund

“CP Notes Escrow Fund” means the “Guam Power Authority CP Notes Escrow Fund” established pursuant to the Escrow Agreement.

#### Escrow Agreement

“Escrow Agreement” means the Escrow Agreement, dated as of May 1, 1999, by and between the Authority and the U.S. Bank Trust National Association, as escrow agent. Escrow Fund

“Escrow Fund” means the fund designated as the “Guam Power Authority 1999 Escrow Fund” established pursuant to the Escrow Agreement.

1999 Series A Bonds: Serial Bonds: Term Bonds: Capital Appreciation Bonds. Current

“1999 Series A Bonds” means the Guam Power Authority Revenue Bonds, 1999 Series A, issued and Outstanding hereunder.

“Serial Bonds” means, with respect to the 1999 Series A Bonds, the 1999 Series A Bonds designated as such by Section 21.02, and for which no Mandatory Sinking Account Payments are provided. ss

“Term Bonds” means, with respect to the 1999 Series A Bonds, the 1999 Series A Bonds designated as such by Section 21 02, and which are payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date or dates.

“Capital Appreciation Bonds” means the 1999 Series A Bonds the interest on which is compounded semiannuaLly on each interest payment date to the maturity date as set forth in Section 2 1.02(B).

“Current Interest Bonds” means the 1999 Series A Bonds the interest on which is payable on each interest payment date to the maturity or redemption date thereof as set forth in Section 21.02(A).

1999 Series A Credit Facility

“1999 Series A Credit Facility” means the municipal bond insurance policy issued with respect to the 1999 Series A Insured Bonds.

1999 Series A Insured Bonds

“1999 Series A Insured Bonds” means the 1999 Series A Serial Bonds maturing on October 1 in the years 2005 through 2015 and the 1999 Series A Term Bonds maturing on October 1, 2018, October 1, 2020 and October 1, 2024.

1999 Series A Credit Provider

“1999 Series A Credit Provider” means Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company, and its successors. 1999 Series AProjects

“1999 Series A Projects” means each of the following in such form as it may be implemented by the Authority (without treating any changes thereto as “modifications” for purposes of Section 3.03(D) of the Indenture):

- (1) Fuel Facility;
- (2) Umatac to Apra 34.5 Ky line; s
- (3) Macbeche to Pagat 34.5 Ky line;

- (4) San Vitores to Tamuning 34.5 Ky line;
- (5) San Vitores Substation (formerly OGMH Sub.);
- (6) Pulantat 34.5 Ky Transmission Line No. 2;
- (7) Piti 115 Ky Switchyard Expansion;
- (8) Cabras to Piti 115 Ky line;
- (9) Piti to Harmon 115 Ky line (Rt. 8 to Rt. 16);
- (10) Harmon 115/34.5 Ky Substation Expansion;
- (11) Tiyari Substation Upgrade;
- (12) YFP-10 Switching Station Upgrade;
- (13) Apra 115 Ky Substation;
- (14) San Vitores to Agana 34.5 Ky line;
- (IS) Umatac to Talofofu 34~5 Ky line;
- (16) 115 Ky Talofofu Substation;
- (17) Apra to Talofofu 115 Ky line;
- (18) Upgrade Barrigada - Talofofu 34.5 Ky line;
- (19) Yigo Combustion Turbine;
- (20) Agana Heights Village Pole Hardening;
- (21) Asan GHtJRA Redevelopment;
- (22) Barrigada Village Pole Hardening;
- (23) Boiler Control Upgrade for Cabras 1 & 2;
- (24) Bulk Storage Tank Upgrade;
- (25) Cabras Refurbishment Project;
- (26) Dededo Village Pole Hardening;
- (27) Distribution Automation Systems;
- (28) GIAT 34.5 kV Line / P-312 / P-313;
- (29) Harmon Substation Protection System Upgrade;
- (30) Marbo to Pagat 34.5 KY Line;
- (31) Old Dededo Kaiser Pole Hardening Phase II;
- (32) Old Dededo Kaiser Pole Hardening Phase III;
- (33) P-33 I Reconductoring;
- (34) Perezville Conversion Phase II;
- (35) Refurbishment of 115 kV Lines and Construction of Maintenance Road;
- (36) Spill Containment at Various Plants;
- (37) Talofofu Substation 30 MVA Upgrade;
- (38) Tamuning Village Pole Hardening;
- (39) U/G Reconstruction-Yona Phase I, Phase II, Phase III;
- (40) Upgrade Cathodic Protection; and
- (41) USN Fuel Oil Pipeline Assessment and Upgrade.

In addition, the Authority may substitute other Projects (without treating such substitution as a "modification" for purposes of Section 3.03(D) of the Indenture) by filing a Certificate of the Authority with the Trustee describing such substitute Projects and stating that such Projects have been approved in accordance with the Act and other applicable law.

Prior Bonds

“Prior Bonds” means the Guam Power Authority Revenue Bonds, 1992. Series A, originally issued in the aggregate principal amount of \$ 158,000,000, the Guam Power Authority Revenue Bonds, 1993 Series A maturing on October 1, 1999, and the Guam Power Authority Revenue Bonds, 1994 Series A originally issued in the aggregate principal amount of \$102,900,000.

ARTICLE XXI

AUTHORIZATION AND TERMS OF THE 1999 SERIES A BONDS

Section 21.01. Authorization of 1999 Series A Bonds. A Series of Bonds to be issued under the Indenture is hereby created for the purpose of refunding the Prior Bonds and a portion of the C? Notes and providing moneys for deposit into the Construction Fund and withdrawal therefrom in accordance with law for purposes other than the refunding of Bonds. The Bonds of such Series are designated as the “Guam Power Authority Revenue Bonds, 1999 Series A.” The aggregate principal amount of 1999 Series A Bonds which may be issued and Outstanding under this Supplemental Indenture shall not exceed Three Hundred Forty-Nine Million One Hundred Seventy-Eight Thousand Six Hundred One Dollars (\$349,178,601).

Section 21.02. Terms of 1999 Series A Bonds: Appointments.

(A) Terms of the Current Interest Bonds.

The 1999 Series A Bonds which are Current Interest Bonds shall be issued as fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof. The Current Interest Bonds shall be dated as of May 1, 1999, and interest thereon shall be calculated on the basis of a 360-day year of twelve 30-day months and shall be payable on April 1 and October 1 of each year, commencing October 1, 1999 (each, an “Interest Payment Date” for the Current Interest Bonds). Each Current Interest Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day after a Record Date and on or before the related Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date for the first Interest Payment Date, in which event it shall bear interest from its date, provided, however, that if, at the time of authentication of any 1999 Series A Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the date to which interest has previously been paid or made available for payment on the Outstanding 1999 Series A Bonds.

The following 1999 Series A Bonds are Current Interest Bonds and shall mature on the dates and in the amounts and shall bear interest at the rates per annum as set forth below:

Maturity Date (October 1)	Principal Amount	Interest Rate
2000	\$ 2,950,000	4.25%
2001	3,080,000	4.00%
2002	3,200,000	4.00%
2003 3,325,000		4.00%
2004	3,460,000	4.00%
2005	3,600,000	3.90%
2006	3,740,000	4.00%
2007	3,890,000	4.10%
2008	4,050,000	4.20%
2009	4,120,000	5.25%
2010	4,435,000	5.25%
2011	4,670,000	5.25%
2012	4,915,000	5.25%
2013	5,175,000	5.25%
2014	5,445,000	5.25%
2015	5,730,000	5.25%
2018	19,005,000	5.00%
2020	14,305,000	5.00%
2024	40,045,000	5.00%
2029	91,810,000	5.125%
2034	118,165,000	5.25%

(B) Terms of the Capital Appreciation Bond.

The Capital Appreciation Bonds shall be issued as registered 1999 Series A Bonds in denominations of \$5,000 Accreted Value at maturity (\$3180.05 initial principal amount) or integral multiple thereof and shall be dated as of the date of delivery. No payments of principal or interest will be made on the Capital Appreciation Bonds prior to maturity. Interest on the Capital Appreciation Bonds will accrete from the date of delivery of the Capital Appreciation Bonds, compounded semiannually on April 1 and October 1 of each year, commencing October 1, 1999 at the approximate yield set forth below on April 1 and October 1 of each year (assuming in any semiannual period that interest accretes in equal daily amounts on the basis of a 360-day year composed of twelve 30-day months) and shall be payable only at maturity. Exhibit B hereto contains a table of Accreted Values (as of each April 1 and October 1) of the Capital Appreciation Bonds per \$1,000 Accreted Value at maturity. Accreted Value determined by computing interest in accordance with the terms of this Supplemental Indenture shall control over any different Accreted Value determined by reference to such table.

The following 1999 Series A Bonds are Capital Appreciation Bonds and shall be issued in an initial principal amount, which together with interest secreted thereon to maturity, shall become payable as to Accreted Value at the maturity thereof as set forth below:

<u>Maturity Date</u>	<u>Initial</u>	<u>Approximate</u>	<u>Accreted</u>
<u>October 1</u>	<u>Principal Amount</u>	<u>Yield</u>	<u>Value at Maturity</u>
2009	\$63,601	4.43%	\$100,000
(C)	<u>General Terms of the 1999 Series A Bonds.</u>		

The Principal Payment Period for the 1999 Series A Bonds shall be the twelve calendar months next preceding each maturity date or Mandatory Sinking Account Payment date for such Bonds.

The 1999 Series A Bonds maturing on October 1, 2000 through October 1, 2015 are Serial Bonds, and the 1999 Series A Bonds maturing on October 1, 2018, October 1, 2020, October 1, 2024, October 1, 2029 and October 1, 2034 are Term Bonds.

The Record Date for all scheduled payments of principal of and interest on the 1999 Series A Bonds shall be the 15th day of the calendar month next preceding the date each such payment is due, whether or not such 15th day is a Business Day.

The Co-Trustee is hereby appointed Paying Agent for the 1999 Series A Bonds. The Principal Office of the Paying Agent shall be in Los Angeles, California, except that for surrender and payment of 1999 Series A Bonds, the Principal Office of the Paying Agent shall be in St. Paul, Minnesota.

Payment of the interest on any 1999 Series A Bond shall be made to the person whose name appears on the bond registration books of the Co-Trustee as the registered owner thereof as of the close of business on the Record Date immediately preceding an Interest Payment Date, such interest to be paid by check mailed by first class mail to such registered owner at such registered owner's address as it appears on such registration books. -The principal, Accreted Value or Redemption Price of the 1999 Series A Bonds shall be payable in lawful money of the United States of America upon surrender thereof at the Principal Office of the Paying Agent. Upon the written request of a registered owner of one million dollars (\$1,000,000) or more in aggregate principal amount of 1999 Series A Bonds received prior to the applicable Record Date, payment of interest on and principal (including Redemption Price) of such Bonds shall be made by wire transfer from the Paying Agent to the registered owner of such Bonds to an account within the United States Any such principal payment by wire transfer shall nevertheless be subject to prior surrender of the 1999 Series A Bonds with respect to which such payment is made. Each payment of interest or principal on 1999 Series A Bonds, whether by check or wire transfer, shall be accompanied by information specifying, for each maturity of such Bonds with respect to which such payment is being made, the amount and the CUSIP number (if available).

The Current Interest Bonds of each maturity shall be assigned the letter "R" and shall be numbered in consecutive numerical order from 1 upwards. The Capital Appreciation Bond shall be designated by the letters "CAB" and shall be assigned the number 1.

The 1999 Series A Bonds shall be subject to redemption as provided in Section 21.03.

The 1999 Series A Bonds, the Co-Trustee's certificate of authentication and registration and the form of assignment to appear thereon shall be in substantially the forms set forth in Exhibits A-1 and A-2 hereto, respectively, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

Section 21.03. Terms of Redemption of the 1999 Series A Bonds. (A) The 1999 Series A Bonds maturing after October 1, 2009 are subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, on any date on or after October 1, 2009, as a whole, or in part by such maturity or maturities as may be specified by Request of the Authority (and by lot within a maturity), at the Redemption Prices (expressed as percentages of principal amount) set forth in the table below plus interest accrued thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
October 1, 2009 through September 30, 2010	101%
October 1, 2010 and thereafter	100%

The option of the Authority under this Section 21.03(A) may only be exercised by depositing with the Trustee prior to the giving of the notice of such redemption in accordance with Section 4.03 Federal Securities sufficient in amount and maturing in a timely manner to provide for such redemption. The Authority shall notify the Trustee and the Co-Trustee in writing at least 60 days prior to the date to be fixed for redemption of its intention to exercise its redemption option.

(B) (1) The 1999 Series A Bonds maturing on October 1, 2018 are also subject to redemption prior to their stated maturity **in part, by lot, from** Mandatory Sinking Account Payments established for such maturity in this subsection (B)(1), upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in this Section and in the Indenture, such Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such Bonds, in the amounts (after giving effect to the credits provided for in Section 5.03 of the Indenture) and on October 1 in the years hereinafter set forth:

<u>Mandatory Sinking Account</u>	
<u>Payments for Bonds Due October 1, 2018</u>	
	<u>Amount</u>
2016	\$6,030,000
2017	6,330,000
2018*	6,645,000

\*maturity

(2) The 1999 Series A Bonds maturing on October 1, 2020 are also subject to redemption prior to their stated maturity in part, by lot, from Mandatory Sinking Account Payments established for such maturity in this subsection (B)(2), upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in this Section and in the Indenture, such Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such Bonds, in the amounts (after giving effect to the credits provided for in Section 5.03 of the Indenture) and on October 1 in the years hereinafter set forth:

Mandatory Sinking Account Payments for Bonds Due October 1, 2020	
	<u>Amount</u>
2019	6,980,000
2020*	7,325,000

• maturity

(3) The 1999 Series A Bonds maturing on October 1, 2024 are also subject to redemption prior to their stated maturity in part, by lot, from Mandatory Sinking Account Payments established for such maturity in this subsection (B)(3), upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in this Section and in the Indenture, such Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such Bonds, in the amounts (after giving effect to the credits provided for in Section 5.03 of the Indenture) and on October 1 in the years hereinafter set forth:

Mandatory Sinking Account Payments for Bonds Due October 1, 2024	
	<u>Amount</u>
2021	\$7,700,000
2022	8,080,000
2023	8,480,000
2024*	15,785,000

• maturity

(4) The 1999 Series A Bonds maturing on October 1, 2029 are also subject to redemption prior to their stated maturity in part, by lot, from Mandatory Sinking Account Payments established for such maturity in this subsection (B)(4), upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in this Section and in the Indenture, such Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such Bonds, in the amounts (after giving effect to the credits provided for in Section 5.03 of the Indenture) and on October 1 in the years hereinafter set forth:

Mandatory Sinking Account  
Payments for Bonds Due October 1, 2029

	<u>Amount</u>
2025	\$16,575,000
2026	17,425,000
2027	18,315,000
2028	19,255,000
2029*	20,240,000

• maturity

(5) The 1999 Series A Bonds maturing on October 1, 2034 are also subject to redemption prior to their stated maturity in part, by lot, from Mandatory Sinking Account Payments established for such maturity in this subsection (B)(5), upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in this Section and in the Indenture, such Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such Bonds, in the amounts (after giving effect to the credits provided for in Section 5.03 of the Indenture) and on October 1 in the years hereinafter set forth:

• Mandatory Sinking Account

Payments for Bonds Due October 1, 2034

	<u>Amount</u>
2030	\$21,280,000
2031	22,395,000
2032	23,570,000
2033	24,810,000
2034*	26,110,000

• maturity

Upon the redemption of 1999 Series A Bonds pursuant to subsection (A) of this Section, the principal amount of such Bonds shall be credited against remaining Mandatory Sinking Account Payments in such manner as if such Mandatory Sinking Account Payments were maturities (i.e., to produce as nearly proportional reductions as practicable, provided that Mandatory Sinking Account Payments shall remain as integral multiples of the applicable minimum authorized Bond denomination).

• (C) The 1999 Series A Bonds are subject to redemption on any date prior to their respective stated maturities, as a whole, or in part by lot within each maturity so that the reduction in Annual Debt Service for the 1999 Series A Bonds for each 1999 Series A Bond Year after such redemption date shall be as nearly proportional as practicable, from and to the extent of proceeds received by the Authority due to a governmental taking of the System or portions thereof by eminent domain proceedings, if such amounts are not used for additions,

improvements or extensions to the System, under the circumstances and upon the conditions and terms set forth in Section 6.14, at the principal amount thereof plus interest accrued thereon, without premium.

Section 21.04. Special Provisions as to Book-Entry Only System for 1999 Series A Bonds. (A) Notwithstanding any of the provisions of Sections 2.03 through 2.09 to the contrary, the 1999 Series A Bonds initially shall be issued in the form of a single authenticated fully registered bond for each stated maturity of such Bonds, representing the aggregate principal amount of the 1999 Series A Bonds of such maturity; and the 1999 Series A Bonds shall be governed by the provisions of this Section 21.04.

(B) Except as provided in this paragraph (B) and in paragraph (D) of this Section 21 04, all of the Outstanding 1999 Series A Bonds shall be registered in the registration books kept by the Co-Trustee in the name of Cede & Co, as nominee of DTC With respect to the 1999 Series A Bonds registered in the registration books kept by the Co-Trustee in the name of Cede & Co., as nominee of DTC, the Authority, the Trustee, the Co-Trustee, the Paying Agent and the Depository shall have no responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the 1999 Series A Bonds. Without limiting the immediately preceding sentence, the Authority, the Trustee, the Co-Trustee, the Paying Agent and the Depository shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the 1999 Series A Bonds, (ii) the delivery to any Participant or any other person, other than a Bondholder, as shown in the registration books kept by the Co-Trustee, of any notice with respect to the 1999 Series A Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than ~ Bondholder, as shown in the registration books kept by the Co-Trustee, of any amount with respect to principal of, premium if any, or interest on the 1999 Series A Bonds or any consent given or action taken by DTC as registered owner of the 1999 Series A Bonds. The Authority, the Trustee, the Co-Trustee, the Paying Agent and the Depository may treat and consider the person in whose name each Bond is registered in the registration books kept by the Co-Trustee as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to-such Bond, for the purpose of registering transfers **with respect to such Bond**, and for all other purposes whatsoever The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the registration books kept by the CoTrustee as provided in Section 2 06, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, premium, if any, and mterest on the Bonds to the extent of the sum or sums so paid No person other than a Bondholder, as shown in the registration books kept by the Co-Trustee, shall receive a certificated 1999 Series A Bond evidencing the obligation of the Authority to make payments of principal, premium, if any, and interest pursuant to the Indenture. Upon delivery by DTC to the Authority or the Co-Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in the Indenture shall refer to such new nominee of DTC.

(C) The delivery by the Authority of the Representation Letter relating to the 1999 Series A Bonds shall not in any way limit the provisions of paragraph (B) of this Section or in any other way impose upon the Authority any obligation whatsoever with respect to persons having interests in the Bonds other than the 'Bondholders, as shown on the registration books kept by the Co-Trustee. The Co-Trustee shall take all action necessary for all representations of the Co-Trustee in the Representation Letter with respect to the Co-Trustee to be complied with at all times.

(D) DTC may determine to discontinue providing its services with respect to the 1999 Series A Bonds at any time by giving reasonable written notice to the Authority and the Co-Trustee and discharging its responsibilities with respect thereto under applicable law. The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the 1999 Series A Bonds. Upon the discontinuance or termination of the services of DTC with respect to the 1999 Series A Bonds, unless a substitute securities depository is appointed to undertake the functions of DTC hereunder, the Authority is obligated to deliver Bond certificates at the expense of the beneficial owners of the 1999 Series A Bonds, as described in the Indenture, and the 1999 Series A Bonds shall no longer be restricted to being registered in the registration books kept by the Co-Trustee in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging 1999 Series A Bonds shall designate, in accordance with the provisions of the Indenture.

(E) Notwithstanding any other provision of the Indenture to the contrary, so long as any 1999 Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or, premium, if any, and interest on such 1999 Series A Bond and all notices with respect to such 1999 Series A Bond shall be made and given, re~spectively, in the m~nner provided in the Representation Letter. Bondholders shall have no lien or security interest in any rebate or refund paid by DTC to the Paying Agent which arises from the payment by the Paying Agent of principal of or interest on the 19\*9 Series A Bonds in immediately available funds to DTC.

(F) .The Co-Trustee is hereby authorized and requested to execute and deliver the Representation Letter relating to the 1999 Series A Bonds and, in connection with any successor nominee for DTC or any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Supplemental Indenture.

## ARTICLE XXII

### ISSUANCE OF 1999 SERIES A BONDS; APPLICATION OF PROCEEDS

Section 22.01. Issuance of 1999 Series A Bonds. At any time after the execution and delivery of this Supplemental Indenture, the Authority may sell and execute and the CoTrustee shall authenticate and, upon the Order of the Authority, deliver 1999 Series A Bonds in an aggregate principal amount not to exceed Three Hundred Forty-Nine Million One Hundred Seventy-Eight Thousand Six Hundred One Dollars (\$349,178,601).

Section 22.02. Application of Proceeds of 1999 Series A Bonds. The proceeds received by the Authority from the sale of the 1999 Series A Bonds shall be deposited with the Trustee, who shall forthwith apply such proceeds in the following manner, as directed by a Request of the Authority:

(A) The Trustee shall transfer to the Co-Trustee for deposit in the Bond Fund an amount equal to the amount of accrued interest received upon the sale of the 1999 Series A Bonds, being \$1,569,330.23.

(B) The Trustee shall transfer to the Co-Trustee for deposit in the Bond Reserve Fund the amount of \$730,000, which amount is sufficient to increase the amount on deposit therein to the Bond Reserve Fund Requirement.

(C) The Trustee shall transfer to the Escrow Agent the amount of \$254,087,909.27 for deposit in the Escrow Fund relating to the Prior Bonds established pursuant to the Escrow Agreement.

(D) The Trustee shall transfer to the Escrow Agent the amount of \$45,120,752.64 for deposit into the CP Notes Escrow Fund established pursuant to the Escrow Agreement.

(E) The Trustee, acting as Depository for the Construction Fund moneys derived from the issuance of the 1999 Series A Bonds, shall deposit the balance of such proceeds in the Construction Fund.

(F) The Trustee shall also deposit in the Construction Fund all amounts transferred by in its capacity as trustee for the CP Notes from the Note Proceeds Account held under the Indenture, dated as of August 1, 1998, by and between the Authority and Bank of Guam, as trustee, relating to the C? Notes.

The foregoing deposits pursuant to clauses (A), (B) and (E) shall be deemed to have been made to the Construction Fund for purposes of compliance with Section 8236 of the Act.

Section 22.03. Application of Construction Fund. The Depository for the Construction Fund moneys derived from the issuance of the 1999 Series A Bonds shall reserve within the Construction Fund and transfer on or before each of the following dates from the Construction Fund to the Co-Trustee for deposit in the Bond Fund the amounts specified below for such dates for the payment of Capitalized Interest on the 1999 Series A Bonds:

<u>Dates</u>	<u>Amounts</u>
October 1, 1999	\$1,485,968.26
April 1, 2000	2,266,731.26
October 1, 2000	2,266,731.26
April 1, 2001	1,133,365.63

The remaining moneys that have been so reserved shall be released within the Construction Fund and no further such transfers shall be made after the Interest Payment Date next succeeding the date of receipt by the Depository and the Co-Trustee of a Certificate of the Authority to the effect that the 1999 Series A Projects have been completed.

The balance of the proceeds of the 1999 Series A Bonds in the Construction Fund and amounts transferred to the Construction pursuant to Section shall be applied in accordance with Section 3.03 for the purpose of paying, or reimbursing the Authority for the payment of, costs of the 1999 Series A Projects.

### ARTICLE XXIII

#### SPECIAL COVENANTS AN]) PROVISIONS RELATING TO THE 1999 SERIES A CREDIT PROVIDER AND THE 1999 SERIES A CREDIT FACILITY

##### Section 23.01. 1999 Series A Rebate Account.

(A) The Trustee shall establish and maintain within the Rebate Fund a separate subaccount designated as the "1999 Series A Rebate Account." There shall be deposited in the 1999 Series A Rebate Account from amounts in the Revenue Fund or other lawfully available moneys such amounts as are required to be deposited therein pursuant to the Tax Certificate with respect to the 1999 Series A Bonds. All money at any time deposited in the 1999 Series A Rebate Account shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement for the 1999 Series A Bonds (as defined in the Tax Certificate with respect to the 1999 Series A Bonds), for payment to the United States of America, and the United States of America is hereby granted a first lien on such money until such payment. All amounts required to be deposited into or on deposit in the 1999 Series A Rebate Account shall be governed exclusively by this Section and by the Tax Certificate with respect to the 1999 Series A Bonds (which is incorporated herein by reference).

In the event that the amount in the 1999 Series A Rebate Account exceeds the Rebate Requirement for the 1999 Series A Bonds, upon the Request of the Authority, the Trustee shall transfer the excess from the 1999 Series A Rebate Account to the Revenue Fund.

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

Section, and, notwithstanding Article IX of the Indenture, the covenants hereunder shall be deemed to be modified to that extent.

Section 23.02. Tax Covenants for 1999 Series A Bonds. (A) The Authority intends that interest on the 1999 Series A Bonds be excluded from gross income for federal income tax purposes and that the 1999 Series A Bonds and the interest thereon be exempt from taxation by any state or political subdivision or the District of Columbia.

(B) The Authority shall not use or permit the use of any proceeds of the 1999 Series A Bonds or any other funds of the Authority, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Authority in any manner, and shall not take or permit to be taken any other action or actions, which would cause any such Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(C) The Authority shall at all times do and perform all acts and things permitted by law and the Indenture which are necessary or desirable in order to assure that interest paid on the 1999 Series A Bonds (or on any of them) shall be excluded from gross income for federal income tax purposes.

Section 23.03. Continuing Disclosure. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Supplemental Indenture, failure of the Authority to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee shall, at the written request of any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or of the Owners of at least 25% in aggregate principal amount of Outstanding 1999 Series A Bonds (but only to the extent funds in an amount satisfactory to the Trustee have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges and fees of the Trustee whatsoever, including, without limitation, reasonable fees and expenses of its attorneys), or any Owner or Beneficial Owner of any **1999 Series A Bond may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority, the Trustee or the Co-Trustee, as the case may be, to comply with their respective obligations under this Section. For purposes of this Section, “Beneficial Owner” means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any 1999 Series A Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).**

Section 23.04. Deficiencies in Bond Fund. The Co-Trustee is hereby designated, appointed, authorized and directed to act as attorney-in-fact for each Holder of 1999 Series A Bonds, as follows:

(i) if and to the extent of a deficiency in amounts required to pay interest on the 1999 Series A Bonds, to execute and deliver an appropriate instrument of assignment to the 1999 Series A Credit Provider for each of the claims for interest to which such deficiency relates; and

(ii) if and to the extent of a deficiency in amounts required to pay principal or Redemption Price (if such Redemption Price is specifically covered under the terms of the Credit Facility for the 1999 Series A Bonds) of the 1999 Series A Bonds, to execute and deliver an appropriate instrument of assignment to the 1999 Series A Credit Provider for each of the claims for the principal or Redemption Price to which such deficiency relates.

In each case the Co-Trustee shall receive, as attorney-in-fact of each such Bondholder in accordance with the tenor of such Credit Facility, payment with respect to such claims so assigned and disburse the same to each respective Bondholder.

Section 23.05. Payment Under the 1999 Series A Credit Facility.

Notwithstanding anything to the contrary contained in this Article, so long as the 1999 Series A Bonds are Outstanding, the following payment provisions shall apply to the 1999 Series A Bonds. For purposes of this Section, the term "Bonds" means the 1999 Series A Insured Bonds and the terms "Credit Facility" and "Credit Provider" mean, respectively, the 1999 Series A Credit Facility and the 1999 Series A Credit Provider.

(a) At least one (1) day prior to all Interest Payment Dates the Trustee or Paying Agent will determine whether there will be sufficient funds in the Funds and Accounts to pay the principal of or interest on the Bonds on such Interest Payment Date. If the Trustee or Paying Agent determines that there will be insufficient funds in such Funds or Accounts, the Trustee or Paying Agent shall so notify the Credit Provider. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Trustee or Paying Agent has not so notified the Credit Provider at least one (1) day prior to an Interest Payment Date, the Credit Provider will make payments of principal or interest due on the Bonds on or before the first (1st) day next following the date on which the Credit Provider shall have received notice of nonpayment from the Trustee or Paying Agent.

(b) The Trustee or Paying Agent shall, after giving notice to the Credit Provider as provided in (a) above, make available to the Credit Provider and, at the Credit Provider's direction, to the United States Trust Company of New York, as insurance trustee for the Credit Provider or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Authority maintained by the Trustee or Paying Agent, if any, and all records relating to the Funds and Accounts maintained under this Indenture.

(c) The Trustee or Paying Agent shall provide the Credit Provider and the Insurance Trustee with a list of registered owners of Bonds entitled to receive principal or interest payments from the Credit Provider under the terms of the Credit Facility, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Bonds entitled to receive full or partial interest payments from the Credit Provider, and (ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the registered owners of Bonds entitled to receive full or partial principal payments from the Credit Provider.

(d) The Trustee or Paying Agent shall, at the time it provides notice to the Credit Provider pursuant to (a) above, notify registered owners of Bonds entitled to receive the payment of principal or interest thereon from the Credit Provider (1) as to the fact of such

entitlement, (ii) that the Credit Provider will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Credit Provider, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of the Credit Provider) for payment to the Insurance Trustee, and not the Trustee or Paying Agent, if any, and (iv) that should they be entitled to receive partial payment of principal from the Credit Provider, they must surrender their Bonds for payment thereon first to the Trustee or Paying Agent who shall note on such Bonds the portion of the principal paid by the Trustee or Paying Agent, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Trustee or Paying Agent has notice that any payment of principal of or interest on a Bond which has become Due for Payment within the meaning of the Credit Facility and which is made to a Bondholder by or on behalf of the Issuer has been deemed a preferential transfer theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee or Paying Agent shall, at the time the Credit Provider is notified thereof, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Credit Provider to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee or Paying Agent, if any, shall furnish to the Credit Provider its records evidencing the payments of principal of and interest on the Bonds which have been made by the Trustee or Paying Agent and subsequently recovered from registered owners and the dates on which such payments were made.

(f) In addition to those rights granted the Credit Provider under this Indenture, the Credit Provider shall, to the extent it makes payment of principal of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Credit Facility, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee or Paying Agent shall note the Credit Provider's rights as subrogee on the registration books of the Issuer maintained by the Trustee or Paying Agent, upon receipt from the Credit Provider of proof of the payment of interest thereon to the registered owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee or Paying Agent shall note the Credit Provider's rights as subrogee on the registration books of the Authority maintained by the Trustee or Paying Agent, upon surrender of the Bonds by the registered owners thereof together with proof of the payment of principal thereof.

Section 23.06. Provisions Relating to the 1999 Series A Credit Provider. So long as the Credit Facility with respect to the 1999 Series A Bonds remains in effect and the Credit Provider is not in default with respect thereto, the provisions of this Section shall apply. For purposes of the provisions of this Section, the term "Bonds" shall mean the 1999 Series A Bonds; the term "Bondholder" shall mean any registered owner of such Bonds; and the terms "Credit Facility" and "Credit Provider" shall mean, respectively, the 1999 Series A Credit Facility and 1999 Series A Credit Provider for such Bonds.

(a) Any provision of the Indenture expressly recognizing or granting rights in or to the Credit Provider may not be amended in any manner which affects the rights of the Credit Provider hereunder without the prior written consent of the Credit Provider.

(b) Unless otherwise provided in this Section, the Credit Provider's consent shall be required in addition to Bondholder consent, when required, for the following purposes: (i) execution and delivery of any Supplemental Indenture; (ii) removal of any Fiduciary and selection and appointment of any successor; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires Bondholder consent.

(c) Anything in the Indenture to the contrary notwithstanding, upon the occurrence and the continuance of an Event of Default as defined in the Indenture, the Credit Provider shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under the Indenture to the same extent as if it were the holder of the Bonds insured by it, including, without limitation the right to participate in any direction to accelerate the principal of the Bonds as described in the Indenture, to annul any such declaration of acceleration, and to approve all waivers of events of default. In order to be effective, any consent from the Credit Provider to any such acceleration, annulment or waiver must, as applicable, include or be accompanied by an agreement either to pay the Bonds insured or otherwise secured by such Credit Facility as accelerated or to pay such Bonds and the interest thereon on the dates originally scheduled for such payment without regard to such acceleration.

(d) The Authority or the Trustee, as appropriate, shall furnish to the Credit Provider: (i) as soon as practicable after the filing thereof, a copy of any financial statement of the Authority and a copy of any audit and annual report of the Authority; (ii) a copy of any notice to be given to the registered owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Bonds; (iii) such additional information it may reasonably request; and (iv) notice of any failure of the Authority to provide relevant notices, certificates or other required items.

(e) The Authority will permit the Credit Provider to discuss the affairs, finances and accounts of the Authority or any information the Credit Provider may reasonably request regarding the security for the Bonds with appropriate officers of the Authority. The Trustee or Authority, as appropriate, will permit the Credit Provider to have access to and to make copies of all books and records relating to the Bonds at any reasonable time. To the extent necessary pursuant to Section 6.06, or if the Credit Provider specifies cause to believe that there is noncompliance with Section 6.10 or Article V, the Credit Provider shall have the right to direct an accounting, at the Authority's expense, and the Authority's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Credit Provider shall be deemed a default under the Indenture; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance

is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the Bonds.

(t) Notwithstanding any other provision of the Indenture, the Trustee or the Authority, as appropriate, shall immediately notify the Credit Provider if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default under the Indenture and of the declaration of acceleration of the Bonds.

(g) To the extent that the Indenture confers upon or gives or grants to the Credit Provider any right, remedy or claim under or by reason of the Indenture, the Credit Provider is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(h) The consent or direction of the Credit Provider shall be treated as the consent or direction of the holders of the Bonds insured by it for purposes of any removal or replacement of a Fiduciary or any change in the qualifications applicable to any Fiduciary, as set forth in Section 8.01(F).

(i) The Credit Provider shall receive prior written notice of any resignation of a Fiduciary. Notwithstanding any other provision of the Indenture, no removal, resignation or termination of any Fiduciary shall take effect until a successor, acceptable to the Credit Provider, shall be appointed.

(j) Notwithstanding any other provision of the Indenture, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of the Indenture, the Trustee or CoTrustee shall consider the effect on the Bondholders as if there were no Credit Facility.

(k) Notwithstanding anything in the Indenture, and particularly Article X, to the contrary, in the event that the principal and/or interest due on any Bonds shall be paid by the Credit Provider pursuant to the Credit Facility with respect thereto, such Bonds shall remain Outstanding for all purposes, shall not be defeased or otherwise satisfied and shall not be considered paid by the Authority, and the assignment and pledge of the Revenues and other assets pledged under the Indenture and all covenants, agreements and other obligations of the Authority to the registered owners of such Bonds shall continue to exist and shall run to the benefit of the Credit Provider, and the Credit Provider shall be subrogated to the rights of such registered owners.

IN WITNESS WHEREOF, the GUAM POWER AUTHORITY has caused this Supplemental Indenture to be signed in its name by its duly authorized officers, under its seal; BANK OF GUAM, as Trustee and as a Depository, in token of its acceptance of the trusts created hereunder, has caused this Supplemental Indenture to be signed in its corporate name by one of its authorized officers and its corporate seal to be hereunto affixed; and U.S. BANK TRUST NATIONAL ASSOCIATION, as Co-Trustee and as a Paying Agent, in token of its acceptance of the trusts created hereunder, has caused this Supplemental Indenture to be signed in its corporate name by one of its authorized officers, all as of the day and year first above written.

GUAM POWER AUTHORITY



By \_\_\_\_\_  
C

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By\_\_ Secretary

BANK OF GUAM, as Trustee and  
Depository

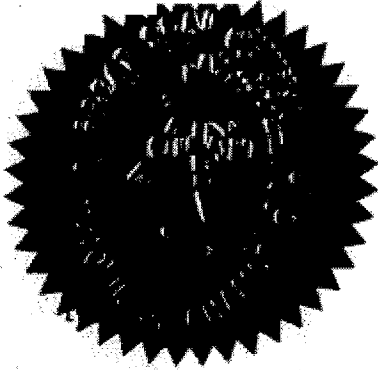
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By\_  
Vice President/Trust Officer

U.S. BANK TRUST NATIONAL  
ASSOCIATION,  
as Co-Trustee and Paying Agent  
By\_\_\_\_\_

The foregoing Supplemental Indenture of the Guam Power Authority providing for the issuance of revenue bonds for the purposes authorized by Sections 8203(d) and 8228, Title 12, Guam Code Annotated, is hereby approved this 3rd day of June, 1999.

AAA



Governor of Guam

Attest:

Director Administration

The foregoing Supplemental Indenture of the Guam Power Authority, and the appointment of the Trustee, the Co-Trustee and the Depositary and the exercise of their respective powers and functions as set forth in such Supplemental Indenture, is hereby approved this 3rd day of June, 1999.

Director of Administration  
Department of Administration  
Government of Guam