

Advice No. - 00002339
Advice Date - 05/24/10
Address No - 385115

Invoice Number	Inv Date	Remark	Gross	Discount	Payment
CAT051710	05/17/10	\$20M Loan Installment Jun201	517,309.03		517,309.03
			517,309.03		517,309.03

385115 05/24/10 00002339

122203950 CATHAY BANK 07056516 *****517,309.03

CATHAY BANK
ATTN: ANDY HSU
777 NORTH BROADWAY
LOS ANGELES
CA



GUAM POWER AUTHORITY

P.O. Box 2977, HAGÁTÑA, GUAM, USA 96932

REQUISITION NO.

13242

TO: Bank of Guam

SUBJECT: Fund Transfer

DATE:

May 24, 2010

This is your authority to make the following transfer:

FROM	TO	AMOUNT
<input type="checkbox"/> 0601-026246 Revenue Account	<input type="checkbox"/> 0601-018500 Disbursement Account	
<input type="checkbox"/> 0601-007290 Revenue Account	<input type="checkbox"/> 0601-005934 Payroll Account	
XX <input checked="" type="checkbox"/> 76008016 Revenue Fund	<input type="checkbox"/> 76008016 Revenue Fund	
<input type="checkbox"/> 0601-018500 Disbursement Account	<input type="checkbox"/> 76008015 Construction Funds	
<input type="checkbox"/> 76008012 Construction Fund	<input type="checkbox"/> 76008017 Working Capital	
<input type="checkbox"/> 76008014 Excess Bond Funds	<input type="checkbox"/>	
<input type="checkbox"/> 76008015 Construction Funds	<input checked="" type="checkbox"/> Wire Transfer	\$ 517,309.03
<input type="checkbox"/> 76008022 Surplus Fund	Cathay Bank	
<input type="checkbox"/> 76008017 Working Capital	777 North Broadway	
<input type="checkbox"/> 0601024961 Merchant Account	Los Angeles, Ca 90012	
<input type="checkbox"/>	A/C No: 07056516	
	Routing # 122203950	

Lorena M. Sunny

Arantilla

[04105] - Voucher Entry

Functions Tools Help

Prev Voucher

Supplier Number: 385115 Voucher/Type/Co: 9087519 PV 01000
 CATHAY BANK

Invoice Number: CAT051710 Business Unit: 1000

Amount: 517,309.03 Payment Terms: D

Date: 05/17/10 Company: 01000

G/L Date: 05/17/10 P.O. Number:

Remaining Amount: Batch Number: 532751

Payment Schedule

Pay Itm	Gross Amount	Discount Available	Payment Remark	Disc Due Date	P S
001	517,309.03		\$20M Loan Installment Jun201	05/18/10	A

F4=Details F9=Name Srch F11=Addr. Book F13=J.E. Inq F16=Ledger Inq F24=More MW

**This is to certify that all required
Forms/Documents were received.**

PREPARED BY: *Angela B. Cepeda* 5/24/10

VERIFIED BY: _____

APPROVED BY: *Manuela Pennington* 5/24/10

[03101] - AR and AP Journal Entries

Functions Tools Help

Model (Y)

Void (Y)

Document Type

Document Number/Co Explanation

G/L Date Batch Number

Gross Amount 517,309.03

Remaining

Skip to Line

Account No.	Amount	Explanation 2	P
1000.231052.10	416,666.67	\$20M Loan Installment Jun2010	P
1020.980431.62	100,642.36	\$20M Loan Installment Jun2010	P



F5=Make New Model F6=% JE F15=Model JE's F13=Acct Master F24=More Keys



GL 4/21/10

**GPA BUDGET OFFICE
BUDGET CLEARED**

GUAM POWER AUTHORITY
AMORTIZATION OF CATHAY BANK LOAN

By: Zita

Date: 5/24/10

For \$100,642.36

only

Loan payment due on the first day of the month						
	DUE DATE	DETAILS OF PAYMENTS				LOAN BALANCE
		PRINCIPAL	INT. RATE	INTEREST	TOTAL	
						\$ 20,000,000.00
1	Apr-09	\$ 416,666.67	6.50%	\$ 3,610.11	\$ 420,276.78	19,583,333.33
2	May-09	416,666.67	8.25%	134,635.42	551,302.09	19,166,666.66
3	Jun-09	416,666.67	8.25%	136,163.19	552,829.86	18,749,999.99
4	Jul-09	416,666.67	8.25%	128,906.25	545,572.92	18,333,333.32
5	Aug-09	416,666.67	8.25%	130,243.06	546,909.73	17,916,666.65
6	Sep-09	416,666.67	8.25%	127,282.99	543,949.66	17,499,999.98
7	Oct-09	416,666.67	8.25%	120,312.50	536,979.17	17,083,333.31
8	Nov-09	416,666.67	8.25%	121,362.85	538,029.52	16,666,666.64
9	Dec-09	416,666.67	8.25%	114,583.33	531,250.00	16,249,999.97
10	Jan-10	416,666.67	8.25%	115,442.71	532,109.38	15,833,333.30
11	Feb-10	416,666.67	8.25%	112,482.64	529,149.31	15,416,666.63
12	Mar-10	416,666.67	8.25%	98,923.61	515,590.28	14,999,999.96
13	Apr-10	416,666.67	8.25%	106,562.50	523,229.17	14,583,333.29
14	May-10	416,666.67	8.25%	100,260.42	516,927.09	14,166,666.62
15	Jun-10	416,666.67	8.25%	100,642.36	517,309.03	13,749,999.95
16	Jul-10	416,666.67	8.25%	94,531.25	511,197.92	13,333,333.28
17	Aug-10	416,666.67	8.25%	94,722.22	511,388.89	12,916,666.61
18	Sep-10	416,666.67	8.25%	91,762.15	508,428.82	12,499,999.94
19	Oct-10	416,666.67	8.25%	85,937.50	502,604.17	12,083,333.27
20	Nov-10	416,666.67	8.25%	85,842.01	502,508.68	11,666,666.60
21	Dec-10	416,666.67	8.25%	80,208.33	496,875.00	11,249,999.93
22	Jan-11	416,666.67	8.25%	79,921.87	496,588.54	10,833,333.26
23	Feb-11	416,666.67	8.25%	76,961.81	493,628.48	10,416,666.59
24	Mar-11	416,666.67	8.25%	66,840.28	483,506.95	9,999,999.92
25	Apr-11	416,666.67	8.25%	71,041.67	487,708.34	9,583,333.25
26	May-11	416,666.67	8.25%	65,885.42	482,552.09	9,166,666.58
27	Jun-11	416,666.67	8.25%	65,121.53	481,788.20	8,749,999.91
28	Jul-11	416,666.67	8.25%	60,156.25	476,822.92	8,333,333.24
29	Aug-11	416,666.67	8.25%	59,201.39	475,868.06	7,916,666.57
30	Sep-11	416,666.67	8.25%	56,241.32	472,907.99	7,499,999.90
31	Oct-11	416,666.67	8.25%	51,562.50	468,229.17	7,083,333.23
32	Nov-11	416,666.67	8.25%	50,321.18	466,987.85	6,666,666.56
33	Dec-11	416,666.67	8.25%	45,833.33	462,500.00	6,249,999.89
34	Jan-12	416,666.67	8.25%	44,401.04	461,067.71	5,833,333.22
35	Feb-12	416,666.67	8.25%	41,440.97	458,107.64	5,416,666.55
36	Mar-12	416,666.67	8.25%	35,998.26	452,664.93	4,999,999.88
37	Apr-12	416,666.67	8.25%	35,520.83	452,187.50	4,583,333.21
38	May-12	416,666.67	8.25%	31,510.42	448,177.09	4,166,666.54
39	Jun-12	416,666.67	8.25%	29,600.69	446,267.36	3,749,999.87
40	Jul-12	416,666.67	8.25%	25,781.25	442,447.92	3,333,333.20
41	Aug-12	416,666.67	8.25%	23,680.55	440,347.22	2,916,666.53
42	Sep-12	416,666.67	8.25%	20,720.49	437,387.16	2,499,999.86
43	Oct-12	416,666.67	8.25%	17,187.50	433,854.17	2,083,333.19
44	Nov-12	416,666.67	8.25%	14,800.35	431,467.02	1,666,666.52
45	Dec-12	416,666.67	8.25%	11,458.33	428,125.00	1,249,999.85
46	Jan-13	416,666.67	8.25%	8,880.21	425,546.88	833,333.18
47	Feb-13	416,666.67	8.25%	5,920.14	422,586.81	416,666.51
48	Mar-13	416,666.51	8.25%	2,673.61	419,340.12	(0.00)
		<u>\$ 20,000,000.00</u>		<u>\$ 3,283,080.59</u>		

me

1020.980431.62 - \$100,642.36
1000.231052.10 # 416,666.67

"*Prime Rate*" means, on any given day, the rate of interest publicly announced by the Bank from time to time at its offices in Los Angeles, California as its "*prime rate*," regardless of whether such rate is actually charged to any customer of the Bank. Each determination of the Prime Rate by the Bank shall be conclusive and binding on the Authority.

"*Principal Advance*" means an Advance (or portion thereof) to pay the principal amount of Notes due at maturity.

"*Principal Portion*" means the portion of the Commitment under the Original Credit Agreement available for the payment of the principal of Notes. The Principal Portion initially was \$20,000,000.00.

"*Project*" shall have the meaning given such term in the Indenture.

"*Rating Agency*" means Moody's or S&P.

"*Related Documents*" means and includes the Notes, the Indenture, the Bond Indenture, the Bank Note, the Assignment of Deposit Account, the Issuing and Paying Agent Agreement and the Dealer Agreement, collectively.

"*Revenues*" shall have the meaning given such term in the Bond Indenture.

"*S&P*" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"*Supplement*" or "*Supplements*" means any and all extensions, renewals, modifications, amendments, supplements and substitutions.

"*Surety Bonds*" means the Notes Surety Bond and the Bank Note Surety Bond.

"*Taxes*" is defined in Section 2.2(h) hereof.

"*Term Loan*" means the loan made by Bank to the Authority pursuant to Section 2.1 herein in the initial principal amount of \$20,000,000.

"*Term Loan Fee*" is defined in Section 2.2(k)(i) hereof.

"*Term Loan Maturity Date*" means March 27, 2012, subject to extension as set forth in Section 2.2(a) hereof.

"*Term Rate*" means a rate per annum equal to the greater of (a) the Prime Rate plus 2% per annum or (b) six and one-half percent (6.5%) per annum.

(b) *Gender; Plural.* All references made herein (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

(c) *Accounting Terms and Determinations.* Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with generally accepted accounting principles as in effect from time to time, consistently applied.

ARTICLE II

ADVANCES; PAYMENTS

Section 2.1. Term Loan. The Authority hereby acknowledges and agrees that Advances relating to the Principal Portion in the amount of \$20,000,000.00 were outstanding and unpaid as of the date of execution and delivery of this Agreement. In order to refinance such unpaid Advances, the Authority and the Bank hereby agree the such Advances shall be converted into a loan (the "Term Loan") in the initial principal amount of \$20,000,000.00, extended by the Bank to the Authority pursuant to the terms and conditions of this Agreement.

Section 2.2. Repayment of Term Loan.

(a) *Repayment of Principal.* Unless paid earlier pursuant to Section 2.2(d) hereof, the principal of the Term Loan shall be payable in monthly installments ("*Monthly Payments*") on the first day of each calendar month (commencing April 1, 2009) and on the Term Loan Maturity Date. Except for the final Monthly Payment due and payable on the Term Loan Maturity Date, each Monthly Payment shall be equal to \$416,666.67; *provided* that the final Monthly Payment shall be in an amount equal to the entire then outstanding principal amount of the Term Loan due and payable on the Term Loan Maturity Date.

(b) *Payment of Interest; Delinquent Payments.*

(i) The Authority shall pay interest on the Term Loan, in arrears on the first day of each calendar month (commencing April 1, 2009) and on the Term Loan Maturity Date (each, an "*Interest Payment Date*"), at a rate per annum equal to the Bank Rate; *provided that*, upon the occurrence and during the continuance of an Event of Default, the Authority shall pay interest on the unpaid principal of the Term Loan and all other Obligations at a rate per annum equal to the Default Rate.

(ii) If any amount due and payable hereunder shall not be paid for five (5) or more days after the due date thereof (whether at maturity, on demand, by reason of acceleration or otherwise), each such unpaid amount (to the extent permitted by applicable law) shall bear interest for each day from the date it was so due until paid in full at a rate per annum equal to the Default Rate, payable on demand.

(c) *Increased Costs.*

(i) If the Bank shall have determined that the adoption or implementation of, or any change in, any law, rule, treaty or regulation, or any policy, guideline or directive of, or any change in the interpretation, implementation or administration thereof by, any court, central bank or other administrative or governmental authority (in each case,

07056516

Account Holder Name(s): GUAM POWER AUTHORITY
 Reporting SSN/TIN: 98-0018660
 Mailing Address: 1911 ROUTE 16 HARMON, TAMUNING GUAM 96911
 Street Location: 1911 ROUTE 16 HARMON, TAMUNING GUAM 96911
 Telephone Number: Work #: (671) 648-3066
 Number of Signatures Required: 1 CIF Number:

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

<i>Montellano</i> X CORAZON MONTELLANO, ASSISTANT CFO of GUAM POWER AUTHORITY	X <i>Flores</i> JOAQUIN FLORES, CEO of GUAM POWER AUTHORITY
X <i>Wiegand</i> RANDALL V WIEGAND, Chief Financial Officer of GUAM POWER AUTHORITY	

(Signatures and printed names of each account signer)

The authorized Agent(s) signing above agree(s), that the Corporation's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if requested below), as amended by the Financial Institution from time to time. The authorized Agent(s) also acknowledge that they have received at least one copy of these deposit account documents. The Authorized Signer(s) understand(s) accounts opened after 4:00 PM are dated effective the next business day.

Account Purpose: Non Consumer EFT Services: No

BUSINESS TYPE: Corporation
 ACCOUNT TYPE BASIC BUSINESS CK
 ACCOUNT NUMBER 07056516 OPENED BY lily

Date Opened	Date Revised	Opening Deposit	ATM Card	Verified By	Account Formerly With
03-25-08			N	chex/ofac	
Date Closed	Closing Balance	Closed By	Reason For Closing	Statement Disposition	Service Chg Disposition
				Mail	Regular

DEPOSIT PRO, Ver. 8.72.00.008 Copr. Marland Financial Solutions, Inc. 1996, 2008. All Rights Reserved. CA - CA - L7035.25 TR-32269

07056516

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 Telephone Number: Work #: (671) 648-3066
 Number of Signatures Required: 1 CIF Number:

Signatures of Authorized Individuals

X <i>Montellano</i> CORAZON MONTELLANO, Assistant Chief Financial Officer of Guam Power Authority	X <i>Flores</i> JOAQUIN FLORES, CEO of GUAM POWER AUTHORITY
X <i>Wiegand</i> RANDALL V WIEGAND, Chief Financial Officer of GUAM POWER AUTHORITY	