

REVOLVING CREDIT AGREEMENT

dated as of [____], 2025,

between

GUAM WATERWORKS AUTHORITY

and

ROYAL BANK OF CANADA



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REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT, dated as of [____], 2025, between GUAM WATERWORKS AUTHORITY, a duly organized public corporation of the government of Guam (the “Borrower”), and ROYAL BANK OF CANADA, acting through a branch now located at 200 Vesey Street, New York, New York (together with its successors and assigns, the “Bank”).

RECITALS

WHEREAS, the Borrower and the Bank have agreed to enter into a revolving credit facility on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS; INTERPRETATION.

Section 1.1. Definitions. In addition to the terms defined in the recitals and elsewhere in this Agreement and in the Indenture, the following terms shall have the meanings set forth below:

“Act” means Chapter 14 of Title 12 of the Guam Code Annotated, as amended.

“Affiliate” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“Aggregate Annual Debt Service” means, for any year, Annual Debt Service for such year on all Senior Bonds.

“Agreement” means this Revolving Credit Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Annual Debt Service” has the meaning set forth in the Indenture.

“Applicable Law” means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Governmental Approvals and (iii) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

“Applicable Margin” means, for any day, with respect to any Loan, _____.

“Audited Financial Statements” means the audited consolidated balance sheet of the Borrower for the fiscal year ended September 30, 2024, and the related consolidated statements of income or operations, shareholders’ equity and cash flows for such fiscal year of the Borrower, including the notes thereto.

“Available Tenor” means, as of any date of determination and with respect to the then current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of the interest period for such rate pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date, and not including, for the avoidance of doubt, any tenor for such Benchmark that is then removed from the interest period definition pursuant to Section 2.10(d) hereof.

“Bank” has the meaning set forth in the introductory paragraph hereof.

“Bank Agreement” means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder’s agreement), bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) (i) to make or provide funds to make, payment of, (ii) to purchase or (iii) to provide credit enhancement for bonds, notes or other obligations of the Borrower secured by or payable from Revenues.

“Base Rate” means, at any time, the highest of _____.

“Base Rate Loan” means any Loan bearing interest at a rate based upon the Base Rate as provided in Section 2.2(a) hereof.

“Benchmark” means, initially, Daily Simple SOFR; *provided* that if a Benchmark Transition Event has occurred with respect to Daily Simple SOFR, or the then-current Benchmark, then *“Benchmark”* means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (a) of Section 2.10 hereof.

“Benchmark Replacement” means with respect to any Benchmark Transition Event, for the applicable Benchmark Replacement Date and any Available Tenor, the sum of: (i) the alternate benchmark rate that has been selected by the Bank giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated or bilateral credit facilities and (ii) the related Benchmark Replacement Adjustment. If the Benchmark Replacement as determined above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Related Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated and bilateral credit facilities at such time.

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of *“Benchmark Transition Event,”* the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of *“Benchmark Transition Event,”* the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the IOSCO Principles; *provided*, that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the *“Benchmark Replacement Date”* will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, *provided* that, at the time of such statement or publication, there is no

successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, the SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative or in compliance with or aligned with the IOSCO Principles.

For the avoidance of doubt, a “*Benchmark Transition Event*” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Unavailability Period*” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Related Document in accordance with Section 2.10 hereof and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Related Document in accordance with Section 2.10 hereof.

“*Board*” means the Consolidated Commission on Utilities established in Chapter 79 of Title 12 of the Guam Code Annotated or any other governing board of the Borrower hereinafter provided for pursuant to law.

“*Bonds*” means the [_____], issued pursuant to the terms of the Supplemental Indenture, evidencing the Loans and other Obligations owed to the Bank hereunder.

“*Borrower*” has the meaning set forth in the introductory paragraph hereof.

“Borrower Representative” means any officer authorized from time to time in writing by the Borrower, or its successors and assigns, to perform a designated act or execute a designated document.

“Business Day” means any day other than a Saturday, Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in New York, New York; *provided*, that, when used in connection with a Daily Simple SOFR Loan, or any other calculation or determination involving SOFR, the term “Business Day” means any day that is a U.S. Government Securities Business Day.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel III or any successor Basel accord, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“Closing Date” means [_____], 2025, which subject to the satisfaction or waiver by the Bank of the conditions precedent set forth in Section 5.1 and 5.2 hereof, is the date on which this Agreement shall become effective.

“Code” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“Commitment” means, the obligation of the Bank to make Loans for the account of the Borrower hereunder in an aggregate principal at any one time outstanding not to exceed \$[_____], as such amount may be reduced pursuant to the terms hereof.

“Commitment Fee” has the meaning set forth in Section 3.1 hereof.

“Commitment Fee Rate” means, for any day, with respect to the Commitment Fees payable hereunder, the applicable percentage per annum _____.

“Mandatory Tender Date” means [_____], 202_, and any date on which the Commitment is earlier terminated in accordance with the terms hereof.

“Maturity Date” means [_____], 20__.

“Compliance Certificate” means a certificate substantially in the form of Exhibit E hereto.

“Confidential Information” means any sensitive or confidential information regarding the Borrower, the Bank or any Affiliate of the Bank including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

“Conforming Changes” means, with respect to either the use or administration Daily Simple SOFR, or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of *“Business Day,”* the definition of *“U.S. Government Securities Business Day,”* any *“interest period”* definition or any similar or analogous definition (or the addition of a concept of *“interest period”*), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.10 hereof and other technical, administrative or operational matters) that the Bank reasonably decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank reasonably decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Bank decides is necessary in connection with the administration of this Agreement and the other Related Documents).

“Consulting Engineer” has the meaning set forth in the Indenture.

“Controlled Group” means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower, are treated as a single employer under Section 414 of the Code.

“Credit Agreement Payments” has the meaning set forth in the Indenture.

“Credit Facility” means the revolving credit facility established pursuant to Section 2.1 hereof.

“Credit Outstandings” means, on any date, the sum of the aggregate outstanding principal amount of Loans after giving effect to any borrowing, prepayment or repayment of Loans.

“Credit Provider” has the meaning set forth in the Indenture.

“Daily Simple SOFR” means, for any day (a *“SOFR Rate Day”*), a rate per annum equal to SOFR for the day (such day, the *“SOFR Determination Day”*), that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website; *provided, however*, that if as of 5:00 p.m. (New York City time) on any SOFR Determination Day Daily Simple SOFR has not been published by the SOFR Administrator and a Benchmark Replacement Date with respect to Daily Simple SOFR has not

occurred, then Daily Simple SOFR will be Daily Simple SOFR as published by the SOFR Administrator on the first preceding U.S. Government Securities Business Day for which Daily Simple SOFR was published by the SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such SOFR Determination Day *provided*, that to the extent such rate as determined above shall, at any time, be less than the Floor, such rate shall be deemed to be Floor for all purposes herein. The Bank shall determine the Daily Simple SOFR on each SOFR Determination Day and such rate shall become effective as of the applicable SOFR Rate Day.

“Daily Simple SOFR Loan” means any Loan bearing interest at a rate based upon Daily Simple SOFR as provided in Section 2.2(a) hereof.

“Debt” of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business and not past due for more than sixty (60) days after the date on which such trade account was created), (d) finance leases (as determined under Financial Accounting Standards Board Accounting Standards Codification Topic 842, Leases) shown on the liabilities side of the balance sheet of a Person, (e) all Debt of others secured by a lien on any asset of such Person, whether or not such Debt is assumed by such Person, (f) all Guarantees by such Person of Debt of other Persons, (g) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments and (h) all obligations of such Person under any Swap Agreement.

“Debt Ratings” means the unenhanced long-term debt ratings assigned by the Rating Agencies to Parity Debt.

“Default” means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

“Default Rate” means the Base Rate plus 4.00% per annum.

“Designated Jurisdiction” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“Dollars” or *“\$”* means, unless otherwise qualified, dollars in lawful currency of the United States.

“EMMA” means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

“Environmental Laws” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the

environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

“*Event of Default*” with respect to this Agreement has the meaning set forth in Section 7.1 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

“*Excluded Taxes*” means, with respect to the Bank or any Participant, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Bank or such Participant is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Bank is located.

“*Extension of Credit*” means the advancing of any Loan or the continuation of a Daily Simple SOFR Loan or Base Rate Loan.

“*Federal Funds Rate*” shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that if such rate is not so published for any day which is a Business Day, the Federal Funds Rate for such day shall be the average of the quotation for such day on such transactions received by the Bank from three federal funds brokers of recognized standing selected by the Bank. Notwithstanding the foregoing, if the Federal Funds Rate shall be less than the Floor, such rate shall be deemed to be the Floor for purposes of this Agreement.

“*Fiscal Year*” means the twelve-month period from October 1 through the following September 30.

“*Fitch*” means Fitch, Inc., and any successor rating agency.

“*Floor*” means a rate of interest equal to zero percent (0.00%) per annum.

“*FRB*” means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Borrower.

“Governmental Approval” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to, any Governmental Authority.

“Governmental Authority” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law. *“Guarantee”* means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the *“primary obligor”*) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term *“Guarantee”* as a verb has a corresponding meaning.

“Hazardous Materials” means all materials of any kind which are flammable, explosive, toxic, radioactive or otherwise hazardous to animal or plant life or the environment, including, without limitation, *“hazardous wastes,” “hazardous substances”* and *“contaminants,”* as such terms are defined by Environmental Law.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Indenture” means the Indenture, dated as of December 1, 2005, among the Borrower, Bank of Guam, as Trustee, and U.S. Bank National Association, as Co-Trustee, relating to the Guam Waterworks Authority Water and Wastewater System Revenue Bonds, as amended, supplemented, or otherwise modified to date, and as may be further amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Interest Payment Date” means the first Business Day of each calendar month and on each day a Loan is repaid, prepaid, converted, converted, extended or matures. Notwithstanding the foregoing, interest at the Default Rate, whenever applicable, shall be payable on demand.

“Investment Policy” means the investment policy of the Borrower delivered to the Bank pursuant to Section 5.1(f) hereof, as it may be amended or replaced from time to time in the Borrower’s sole discretion.

“IOSCO Principles” has the meaning set forth in Section 2.10(d) hereof.

“Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lending Office” means, with respect to the Bank, the office of the Bank maintaining the Bank’s Extensions of Credit.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Loan” has the meaning set forth in Section 2.1 hereof.

“Margin Stock” has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

“Material Adverse Effect” means any material adverse effect on: (i) the ability of the Borrower to pay in accordance herewith the Obligations when and as due and payable or to perform its obligations hereunder or under or in connection with the Loans and the Related Documents, (ii) (taking into account available reserves and insurance coverages) the business, Properties, condition (financial or otherwise), results of operations or prospects of the Borrower considered as a whole, (iii) the legality, validity, binding effect or enforceability against the Borrower of any Related Document to which it is a party or the rights, security, interests or remedies of the Bank hereunder or under any other Related Document or (iv) the Borrower’s tax-exempt status, as described in 4.8 hereof.

“Maximum Rate” means the maximum rate permitted by Applicable Law.

“Moody’s” means Moody’s Investors Service, Inc., or any successor rating agency.

“Net Revenues” has the meaning set forth in the Indenture.

“Notice of Account Designation” has the meaning set forth in Section 2.4(b) hereof.

“Notice of Borrowing” has the meaning set forth in Section 2.4(a) hereof.

“Notice of Conversion” has the meaning set forth in Section 2.4(c) hereof.

“Notice of Prepayment” has the meaning set forth in Section 2.5(c) hereof.

“Obligations” means all amounts payable by the Borrower, and all other obligations to be performed by the Borrower, pursuant to this Agreement and the other Related Documents (including, without limitation, the Loans and any amounts to reimburse the Bank for any advances or expenditures by it under any of such documents).

“OFAC” has the meaning set forth in Section 9.19 hereof.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

“Outstanding” has the meaning set forth in the Indenture.

“Owners” has the meaning set forth in the Indenture.

“Parity Debt” means the Debt of the Borrower that is secured by a pledge of, charge upon, and lien on Revenues.

“Parity Payment Agreement Payments” has the meaning set forth in the Indenture.

“Parity Payment Agreements” has the meaning set forth in the Indenture.

“Participant” has the meaning set forth in Section 9.9(c) hereof.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Person” means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“Plan” means at any time an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is either (i) maintained by a member of the Controlled Group for employees of a member of the Controlled Group or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding five plan years made contributions.

“Prime Rate” means, at any time, the rate of interest per annum publicly announced from time to time by the Bank as its prime rate. Each change in the Prime Rate shall be effective as of the opening of business on the day such change in such prime rate occurs. The parties hereto acknowledge that the rate announced publicly by the Bank as its prime rate is an index or base rate and shall not necessarily be its lowest or best rate charged to its customers or other banks.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

“Rating Agencies” means Fitch, S&P and/or Moody’s, as applicable.

“Related Documents” means this Agreement, the Indenture, the Bonds, the Supplemental Indenture, and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, and managers of such Person and of such Person’s Affiliates.

“Relevant Governmental Body” means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

“Revenue Fund” has the meaning set forth in the Indenture.

“Revenues” has the meaning set forth in the Indenture.

“Risk-Based Capital Guidelines” means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

“Sanctions” means any sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, His Majesty’s Treasury (*“HMT”*) or other relevant sanctions authority.

“S&P” means S&P Global Ratings, or any successor rating agency.

“Senior Bonds” has the meaning assigned to the term “Bonds” set forth in the Indenture.

“Social Security Act” means the Social Security Act of 1965, as amended.

“SOFR” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Determination Day” has the meaning set forth in the definition of “Daily Simple SOFR.”

“SOFR Rate Day” has the meaning set forth in the definition of “Daily Simple SOFR.”

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a *“Subsidiary”* or to *“Subsidiaries”* shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Supplemental Indenture” means the [] Supplemental Indenture, dated as of [], 2025, among the Borrower, Bank of Guam, as Trustee, and U.S. Bank National Association, as Co-Trustee, relating to the [], as amended, restated, or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Swap Agreement” shall mean (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such

master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*System*” means the water and sewer systems, now or hereafter existing, owned and/or operated by the Borrower or its contractors, agents or subcontractors.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Trustee*” means Bank of Guam and U.S. Bank National Association, together with any permitted successors or assigns, as co-trustees.

“*Unadjusted Benchmark Replacement*” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“*United States*” and “*U.S.*” means the United States of America.

“*Unused Commitment*” means the difference between the Commitment of the Bank then in effect and the aggregate outstanding principal amount of all Credit Outstandings.

“*U.S. Government Securities Business Day*” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 1.2. Other Definitions and Provisions. With reference to this Agreement and each other Related Document, unless otherwise specified herein or in such other Related Document: (a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined, (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, (c) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” (d) the word “will” shall be construed to have the same meaning and effect as the word “shall,” (e) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (f) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (h) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, (i) the term “documents” includes, without limitation, any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form, (j) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including” and (k) Section headings herein and in the other Related

Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Related Document.

Section 1.3. Accounting Terms. 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 GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in this Agreement or incorporated by reference herein or in any Related Document, and either the Borrower or the Bank shall so request, the Borrower and the Bank shall negotiate in good faith to amend such ratio or requirement for purposes of this Agreement to preserve the original intent thereof in light of such change in GAAP, including changes made by the Financial Accounting Standards Board; *provided* that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Bank financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.4. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio or percentage is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.5. References to Agreement and Laws. Unless otherwise expressly provided herein, (a) references to formation documents, governing documents, agreements (including the Related Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Related Document; and (b) references to any Applicable Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

Section 1.6. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.7. Rates. The interest rate on the Loans may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.10 hereof provides a mechanism for determining an alternative rate of interest. The Bank does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, the administration of, submission of, calculation of, performance of or any other matter related to any interest rate used in this Agreement (including, without limitation, SOFR, or Daily Simple SOFR) or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative or successor rate thereto, or replacement rate thereof (including any Benchmark Replacement), including, without limitation, whether the composition or characteristics of any

such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, or have the same value or economic equivalence of as the existing interest rate (or any component thereof) being replaced or have the same volume or liquidity as did any existing interest rate (or any component thereof) prior to its discontinuance or unavailability. The Bank and its Affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate (or component thereof) used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Bank may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 2. THE REVOLVING CREDIT.

Section 2.1. The Loan Commitment. Subject to the terms and conditions of this Agreement and the other Related Documents, and in reliance upon the representations and warranties set forth herein, the Bank agrees to make a loan or loans (individually a “*Loan*” and collectively “*Loans*”) in Dollars to the Borrower from time to time from and including the Closing Date through, but not including, the Mandatory Tender Date as requested by the Borrower in accordance with the terms of Section 2.4 hereof; *provided*, that (a) all Loans outstanding at any one time shall not exceed the Commitment and (b) the Credit Outstandings of the Bank shall not at any time exceed the Commitment. Each Loan by the Bank shall be in a principal amount equal to the aggregate principal amount of Loans requested on such occasion. Subject to the terms and conditions hereof, the Borrower may borrow, repay and reborrow Loans hereunder until the Mandatory Tender Date.

Section 2.2. Interest.

(a) *Interest Rate Options.* Subject to the provisions of this Agreement, (i) Base Rate Loans shall bear interest at the Base Rate from time to time in effect, and (ii) Daily Simple SOFR Loans shall bear interest at Daily Simple SOFR plus the Applicable Margin. The Borrower shall select the rate of interest applicable to any Loan at the time a Notice of Borrowing is given or at the time a Notice of Conversion is given pursuant to Section 2.4 hereof. Any Loan or any portion thereof as to which the Borrower has not duly specified an interest rate as provided herein shall be deemed a Daily Simple SOFR Loan.

(b) *Default Rate.* Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default, the Bank may, at its option, with notice to the Borrower (provided, however, that the Default Rate shall commence accruing on the date of such Event of Default), declare that (i) all Loans shall bear interest at the Default Rate or (ii) in the case of any other amount outstanding hereunder, such amount shall accrue at the Default Rate. Interest shall continue to accrue on the Obligations after the filing by or against the Borrower of any petition

seeking any relief in bankruptcy or under any act or law pertaining to insolvency or debtor relief, whether state, federal or foreign. All accrued but unpaid interest pursuant to this Section 2.2(b) shall be due and payable on demand by the Bank.

(c) *Interest Payment and Computation.* Interest on Daily Simple SOFR Loans shall be due and payable in arrears on each Interest Payment Date. All computations of interest for Daily Simple SOFR Loans and fees and other amounts due hereunder shall be made on the basis of a year of 360 days and actual days elapsed. Interest on Base Rate Loans shall be due and payable in arrears on each Interest Payment Date. All computations of interest for Base Rate Loans shall be made on the basis of a year of 365 and actual days elapsed.

(d) *Maximum Rate.* If the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at a rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the “*Excess Interest*”), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Borrower shall pay to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank, to equal the Maximum Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest is fully paid to the Bank. Upon the termination of this Agreement, in consideration for the limitation of the rate of interest otherwise payable hereunder, the Borrower shall pay to the Bank a fee equal to the amount of all unpaid deferred Excess Interest.

(e) *Conforming Changes.* In connection with the use or administration of SOFR or Daily Simple SOFR, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Related Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Related Document. The Bank will promptly notify the Borrower of the effectiveness of any Conforming Changes in connection with the use or administration of SOFR or Daily Simple SOFR, as applicable.

Section 2.3. Minimum Borrowing Amounts. Each Extension of Credit shall be in an amount not less than \$500,000 and in integral multiples of \$100,000 in excess thereof. The Bank shall not be obligated to make more than one Loan to the Borrower per Business Day.

Section 2.4. Manner of Borrowing Loans and Designating Interest Rates Applicable to Loans.

(a) *Requests for Borrowing.* The Borrower shall give notice to the Bank by no later than 10:00 a.m. (New York City time) (i) on the same Business Day as each Base Rate Loan, and (ii) three (3) Business Days prior to the date specified for such Loan for each Daily Simple SOFR Loan. Such notice shall be substantially in the form of Exhibit A hereto (a “*Notice of Borrowing*”) and shall specify:

(i) The date of such borrowing, which shall be a Business Day (and, with respect to a Daily Simple SOFR Loan, must be a Business Day at least three (3) Business Days following the date of the notice);

(ii) The amount of such borrowing, which shall be not less than \$500,000 and integral multiples of \$100,000 in excess thereof; and

(iii) A certification that the statements contained in Sections 5.2(b) and 5.2(c) are true and correct as of the date of such borrowing.

Any such notice by means of a Notice of Borrowing shall be given by electronic mail to the Bank and in accordance with the foregoing not later than the time frames set forth above in this Section 2.4. The Borrower agrees that the Bank may rely upon any written notice given by any person the Bank reasonably and in good faith believes is a Borrower Representative without the necessity of independent investigation. Solely with respect to a Notice of Borrowing subject to the provisions of Section 5 hereof, the proceeds of each Loan shall be made available to the Borrower, in immediately available funds, in accordance with the terms of the written disbursement instructions of the Borrower. A Notice of Borrowing related to a Loan received after 10:00 a.m. (New York City time) shall be deemed received on the next Business Day. The Bank shall not be obligated to honor more than one request for a Loan per Business Day. A Notice of Borrowing, once given to the Bank, shall be irrevocable by the Borrower.

(b) *Disbursement of Loans.* Not later than 2:30 p.m. (New York City time) on the proposed borrowing date, the Bank will make available to the Borrower in funds immediately available to the Borrower, the requested Loan. The Borrower hereby irrevocably authorizes the Bank to disburse the proceeds of each borrowing requested pursuant to this Section in immediately available funds by crediting or wiring such proceeds to the deposit account of the Borrower identified in the most recent notice substantially in the form attached as Exhibit B hereto (a “*Notice of Account Designation*”) delivered by the Borrower to the Bank or as may be otherwise agreed upon by the Borrower and the Bank from time to time.

(c) *Notice and Manner of Conversion or Continuation of Loans.* Provided that no Default or Event of Default has occurred and is then continuing, the Borrower shall have the option to convert Daily Simple SOFR Loans to Base Rate Loans or, subject to Section 2.10 hereof convert Base Rate Loans to Daily Simple SOFR Loans (*provided* that accrued interest on each Loan being converted shall be paid by the Borrower at the time of conversion). Whenever the Borrower desires to convert Loans as provided above, the Borrower Representative shall give the Bank irrevocable prior written notice in the form attached as Exhibit D hereto (a “*Notice of Conversion*”), not later than 10:00 a.m. (New York City time) 3 U.S. Government Securities Business Days before the day on which a proposed conversion of such Loan is to be effective specifying (A) the Loans to be converted, (B) the effective date of such conversion (which shall be both a Business Day and a U.S. Government Securities Business Day) and (C) the principal amount of such Loans to be converted. Notwithstanding the foregoing, and without limiting the rights and remedies of the Bank under Section 7.2 hereof, if any Event of Default shall have occurred and be continuing, the Bank may suspend the right of the Borrower to convert any Base Rate Loan into a Daily Simple

SOFR Loan, in which event each Loan shall be converted into, a Base Rate Loan, and shall accrue interest at the Default Rate.

(d) *Delayed Funding.* After the Borrower delivers a Notice of Borrowing pursuant to Section 2.4(a) hereof, the Bank may, not later than 4:00 p.m., New York City time on the date that is one (1) Business Day prior to the proposed date of borrowing, deliver a written notice (a “*Delayed Funding Notice*”) to the Borrower of its intention to fund the related Loan (such amount, the “*Delayed Amount*”) on a date (the date of such funding, the “*Delayed Funding Date*”) that is on or before the thirty-second (32nd) day following the date of such Notice of Borrowing (or if such day is not a Business Day, then on the next succeeding Business Day) rather than on the requested date of borrowing. By delivery of a Delayed Funding Notice, the Bank shall be deemed to represent and warrant that (x) charges relating to the “liquidity coverage ratio” under Basel III have been incurred on the Bank’s interests or obligations hereunder and (y) it is seeking or has obtained a delayed funding option in transactions similar to the transactions contemplated hereby as of the date of such Delayed Funding Notice. If the conditions to any Extensions of Credit described in Section 5.2 hereof are satisfied on the requested date of borrowing, there shall be no conditions whatsoever to the Bank’s obligation to fund the requested amount on the related Delayed Funding Date. On each Delayed Funding Date, the Bank shall fund an aggregate amount equal to the Delayed Amount for such Delayed Funding Date.

Section s. Repayment and Prepayment of Loans.

(a) *Repayment on Mandatory Tender Date.* The Borrower hereby agrees to repay the outstanding principal amount of all Loans in full on the Mandatory Tender Date, together, in each case, with all accrued but unpaid interest thereon, and any other Obligations due and owing hereunder. In the event that the purchase price of the Loans and the Bonds are not paid on the Mandatory Tender Date, the Loans and the Bonds shall be subject to mandatory redemption on such date and a failure to pay the redemption price on such date shall constitute an Event of Default hereunder.

(b) *Mandatory Prepayments.* If at any time the Credit Outstandings exceed the Commitment, the Borrower agrees to repay immediately upon notice from the Bank, by payment to the Bank, Extensions of Credit in an amount equal to such excess.

(c) *Optional Prepayments.* The Borrower may at any time and from time to time prepay Loans, in whole or in part, with irrevocable prior written notice to the Bank substantially in the form attached as Exhibit C hereto (a “*Notice of Prepayment*”) given not later than 11:00 a.m. (New York City time) no less than three (3) Business Days before the date of such prepayment specifying the date and amount of prepayment. If any such notice is given, the amount specified in such notice shall be due and payable on the date set forth in such notice. Partial prepayments shall be in an aggregate amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. A Notice of Prepayment received after 11:00 a.m. (New York City time) shall be deemed received on the next Business Day. Any prepayment of principal of Loans shall be accompanied by all accrued interest on the amount prepaid.

Section 2.6. Permanent Reduction or Termination of the Commitment.

(a) *Voluntary Reduction.* The Borrower shall have the right at any time and from time to time, upon at least five (5) Business Days prior written notice to the Bank, to permanently reduce (i) the entire Commitment at any time or (ii) portions of the Commitment, from time to time, in an aggregate principal amount not less than \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof. All Commitment Fees accrued until the effective date of any reduction of the Commitment shall be paid on the effective date of such termination.

(b) *Corresponding Payment.* Each permanent reduction permitted pursuant to this Section shall be accompanied by a payment of principal sufficient to reduce the outstanding Loans after such reduction to the Commitment as so reduced. Any reduction of the Commitment to zero shall be accompanied by payment of all outstanding Loans and shall result in the termination of the Commitment and the Credit Facility.

Section 2.7. Termination of Credit Facility. The Credit Facility and the Commitment shall terminate on the Mandatory Tender Date.

Section 2.8. Payments. Each payment by the Borrower on account of the principal of or interest on the Loans or of any fee, commission or other amounts payable to the Bank under this Agreement shall be made not later than 2:00 p.m. (New York City time) (unless otherwise set forth herein) on the date specified for payment under this Agreement to the Bank at its Lending Office in Dollars, in immediately available funds and shall be made without any set off, counterclaim or deduction whatsoever. Any payment received after 2:00 p.m. (New York City time) shall be deemed to have been made on the next succeeding Business Day for all purposes. If any payment under this Agreement shall be specified to be made upon a day that is not a Business Day, it shall be made on the next succeeding day that is a Business Day and such extension of time shall in such case be included in computing any interest if payable along with such payment.

Section 2.9. Extensions of Credit. The Extensions of Credit made by the Bank shall be evidenced by one or more accounts or records maintained by the Bank in the ordinary course of business. The accounts or records maintained by the Bank shall be conclusive absent fraud, willful misconduct or manifest error of the amount of the Extensions of Credit made by the Bank to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

Section 2.10. Benchmark Replacement Settings.

(a) *Benchmark Replacement.* (i) Notwithstanding anything to the contrary herein or in any other Related Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Related Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the Business Day after the date notice of such Benchmark Replacement is provided to the

Borrower without any amendment to, or further action or consent of any other party to, this Agreement or any other Related Document.

(ii) No Swap Agreement shall be deemed to be a “Related Document” for purposes of this Section 2.10.

(b) *Benchmark Replacement Conforming Changes.* In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Related Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of the Borrower or any other party to this Agreement or any other Related Document. The Bank will promptly notify the Borrower of the effectiveness of any Conforming Changes in connection with the use or administration of a Benchmark Replacement.

(c) *Notices; Standards for Decisions and Determinations.* The Bank will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Bank will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.9(d) hereof. Any determination, decision or election that may be made by the Bank pursuant to this Section 2.9, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from the Borrower or any other party to this Agreement or any other Related Document, except, in each case, as expressly required pursuant to this Section 2.9.

(d) *Unavailability of Tenor of Benchmark.* Notwithstanding anything to the contrary herein or in any other Related Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks (the “*IOSCO Principles*”), then the Bank may modify the interest period definition (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the IOSCO Principles for a Benchmark (including a Benchmark Replacement), then the Bank may modify the interest period definition (or any similar or analogous

definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) *Benchmark Unavailability Period.* Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) the Borrower may revoke any pending request for a borrowing of or conversion to a Daily Simple SOFR Loan and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to a Base Rate Loan in the amount specified therein and (ii) any outstanding Daily Simple SOFR Loans shall be deemed to have been converted to Base Rate Loans immediately on the next succeeding Business Day.

Section 2.11. Mitigation Obligations. If the Bank requests compensation under Section 8.2 hereof, or requires the Borrower to pay additional amounts to the Bank or any Governmental Authority for the account of the Bank pursuant to Section 8.1 hereof, or if the Bank gives a notice pursuant to Section 2.15 hereof, then the Bank shall, at the request of the Borrower, use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of the Bank, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 8.1 or 8.2 hereof, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 2.15 hereof, as applicable, and (ii) would not subject the Bank to any unreimbursed cost or expense and would not otherwise be disadvantageous to the Bank. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by the Bank in connection with any such designation or assignment.

Section 2.12. Obligation. All amounts payable hereunder shall be evidenced by the Bonds issued to the Bank by the Borrower pursuant to the Supplemental Indenture on the Closing Date. The Bonds shall be dated the Closing Date, shall be issued in a principal amount equal to the Commitment of the Bank as of the Closing Date, shall be delivered concurrently herewith, and shall be expressed to mature on the Maturity Date. The Bank shall record on its books or records the amount of all amounts payable to the Bank hereunder and all payments thereof. Such books or records shall be *prima facie* evidence as to all such amounts absent fraud or manifest error.

Section 2.13. Request for Extension of Mandatory Tender Date. The Borrower may by written notice to the Bank request that the Mandatory Tender Date be extended for an additional period of time. The Bank shall have the right to accept or reject any such request in its sole and absolute discretion and failure of the Bank to provide a written response to the Borrower within 30 days after receipt of such request shall be deemed a rejection by the Bank of such request. If the Bank shall have accepted such request, then the Mandatory Tender Date shall be extended to the date agreed to in writing by the Bank and the Borrower.

Section 2.14. Illegality. If the Bank determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Bank or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR or Daily Simple SOFR, or to determine or charge interest rates based upon SOFR or Daily Simple SOFR, then, upon notice thereof by the Bank to the Borrower, any obligation of the Bank to make or continue Daily Simple SOFR Loans or to convert any Base Rate Loans to Daily Simple

SOFR Loans shall be suspended, in each case, until the Bank notifies the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from the Bank, immediately prepay or, if applicable, convert all Daily Simple SOFR Loans to Base Rate Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

Section 2.15. Inability to Determine Interest Rates .Subject to Section 3.7, if the Bank determines (which determination shall be conclusive and binding absent manifest error) that “Daily Simple SOFR” cannot be determined pursuant to the definition thereof, the Bank will promptly so notify the Borrower. Upon notice thereof by the Bank to the Borrower, any obligation of the Bank to make or continue Daily Simple SOFR Loans or to convert Base Rate Loans to Daily Simple SOFR Loans shall be suspended (to the extent of the affected Daily Simple SOFR Loans) until the Bank revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Daily Simple SOFR Loans (to the extent of the affected Daily Simple SOFR Loans) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans in the amount specified therein and (ii) any outstanding affected Daily Simple SOFR Loans will be deemed to have been converted into Base Rate Loans immediately.

SECTION 3. FEES.

Section 3.1. Commitment Fee. The Borrower shall pay to the Bank in accordance with this Section 3.1 a non-refundable commitment fee (the “*Commitment Fee*”) at the rate per annum equal to the Commitment Fee Rate on the average daily Unused Commitment of the Bank. Such Commitment Fee shall be payable quarterly in arrears on the first Business Day following the end of each January, April, July and October in each year (commencing on the first such date occurring after the date hereof) and on the Mandatory Tender Date, unless the Commitment is terminated in whole on an earlier date, in which event the Commitment Fee for the period to the date of such termination in whole shall be paid on the date of such termination. The Commitment Fee shall be computed on the basis of a year of 360 days and actual number of days elapsed.

Section 3.2. Amendment Fees. The Borrower agrees to pay to the Bank, for its own account, on the date of each amendment, modification, or supplement of the Agreement or any amendment, modification, or supplement to any other Related Document which requires the waiver or consent of the Bank, an amendment, modification, supplement, waiver or consent fee, as applicable, in an amount agreed to by the Borrower and the Bank, plus the reasonable fees and expenses of any legal counsel retained by the Bank in connection therewith.

Section 3.3. Draw Fee. The Borrower agrees to pay to the Bank, for its own account, in connection with each Loan hereunder, a non-refundable drawing fee in the amount of \$_____, payable on the date of each such Loan without notice or invoice to the Borrower.

Section 3.4. Fee Calculations. All fees payable under this Agreement shall be computed on the basis of a year of 360 days and the actual number of days elapsed. All determinations of the amount of fees owing hereunder (and the components thereof) shall be made by the Bank and shall be conclusive absent fraud, willful misconduct, or manifest error.

SECTION 4. REPRESENTATIONS AND WARRANTIES.

The Borrower makes the following representations and warranties to the Bank:

Section 4.1. Existence and Power. The Borrower is a public corporation of the government of Guam duly organized, validly existing and in good standing under the Laws of the State and has the power and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary.

Section 4.2. Due Authorization. (a) The Borrower has the corporate power, and has taken all necessary corporate action to authorize the Related Documents to which it is a party, and to execute, deliver and perform its obligations under this Agreement and each of the other Related Documents to which it is a party in accordance with their respective terms. The Borrower has approved the form of the Related Documents to which it is not a party.

(b) The Borrower is duly authorized and licensed to own its Property and to operate its business under the laws, rulings, regulations and ordinances of all Governmental Authorities having the jurisdiction to license or regulate such Property or business activity and the departments, agencies and political subdivisions thereof, and the Borrower has obtained all requisite approvals of all such governing bodies required to be obtained for such purposes. All Governmental Approvals necessary for the Borrower to enter into this Agreement and the other Related Documents and to perform the transactions contemplated hereby and thereby and to conduct its business activities and own its property have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. No other Governmental Approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the Borrower of this Agreement or the due execution, delivery or performance by the Borrower of the Related Documents.

Section 4.3. Valid and Binding Obligations. This Agreement has been duly executed and delivered by one or more duly authorized officers of the Borrower, and each of the Related Documents to which the Borrower is a party, when executed and delivered by the Borrower will be, a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

Section 4.4. Noncontravention; Compliance with Law . (a) The execution, delivery and performance of this Agreement and each of the other Related Documents in accordance with their respective terms do not and will not (i) contravene the Borrower's organizational documents or authorizing legislation, as applicable, or the Act, (ii) require any consent or approval of any creditor of the Borrower, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the FRB, or any successor regulations, or the Act), (iv) conflict with, result in a breach of or

constitute a default under any contract to which the Borrower is a party or by which it or any of its Property may be bound or (v) result in or require the creation or imposition of any Lien upon or with respect to any Property now owned or hereafter acquired by the Borrower or any Affiliate thereof except such Liens, if any, expressly created by a Related Document.

(b) The Borrower is in compliance with all Laws, except for such noncompliance that, singly or in the aggregate, has not caused or is not reasonably expected to cause a Material Adverse Effect.

Section 4.5. Pending Litigation and Other Proceedings. There is no action, suit or proceeding pending in any court, any other Governmental Authority with jurisdiction over the Borrower or any arbitration in which service of process has been completed against the Borrower or, to the knowledge of the Borrower, any other action, suit or proceeding pending or threatened in any court, any other Governmental Authority with jurisdiction over the Borrower or any arbitrator, in either case against the Borrower or any of its properties or revenues, or any of the Related Documents to which it is a party which is reasonably likely to result in a Material Adverse Effect, except any action, suit or proceeding which has been brought prior to the Closing Date as to which the Bank has received an opinion of counsel satisfactory to the Bank, in form and substance satisfactory to the Bank and the Bank's legal counsel, to the effect that such action, suit or proceeding is without substantial merit.

Section 4.6. Financial Statements. The Audited Financial Statements, which financial statements, accompanied by the audit report of **[Name of Accounting Firm]**, heretofore furnished to the Bank, which are consistent in all material respects with the audited financial statements of the Borrower for the Fiscal Year ended September 30, 2024, fairly present the financial condition of the Borrower in all material respects as of such dates and the results of its operations for the periods then ended in conformity with GAAP. Since the date of the Audited Financial Statements, there has been no material adverse change in the financial condition or operations of the Borrower that could reasonably be expected to result in a Material Adverse Effect.

Section 4.7. ERISA. The Borrower is not subject to ERISA and maintains no Plans.

Section 4.8. No Defaults. No default by the Borrower has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Parity Debt including, without limitation, regularly scheduled payments on Swap Agreements which constitute Parity Debt. No bankruptcy, insolvency or other similar proceedings pertaining to the Borrower or any agency or instrumentality of the Borrower are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No "default" or "event of default" under, and as defined in, any of the other Related Documents has occurred and is continuing. The Borrower is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The Borrower is not in violation of any material term of the organizational documents or authorizing legislation applicable to the Borrower or any material term of any bond indenture or agreement to which it is a party or by which any of its Property is bound which could reasonably be expected to result in a Material Adverse Effect.

Section 4.9. Insurance. The Borrower currently maintains a system of self-insurance or insurance coverage with insurance companies believed by the Borrower to be capable of performing their obligations under the respective insurance policies issued by such insurance companies to the Borrower (as determined in its reasonable discretion) and in full compliance with Section 6.6 of the Indenture and Section 6.4 hereof.

Section 4.10. Title to Assets. The Borrower has good and marketable title to its assets except where the failure to have good and marketable title to any of its assets would not have a Material Adverse Effect. No assets of the Borrower are subject to any Lien other than Liens permitted by Section 6.5 of the Indenture.

Section 4.11. Incorporation by Reference. The representations and warranties of the Borrower contained in the other Related Documents to which the Borrower is a party, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the Borrower in such Sections are hereby made for the benefit of the Bank. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

Section 4.12. Correct Information. All information, reports and other papers and data with respect to the Borrower furnished by the Borrower to the Bank were, at the time the same were so furnished, correct in all material respects. Any financial, budget and other projections furnished by the Borrower to the Bank were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget or other projections by any additional information provided to the Bank in writing, the representations contained in this Agreement being limited to financial, budget or other projections as so updated or supplemented), in the judgment of the Borrower, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the Borrower that materially and adversely affects or in the future may (as far as it can reasonably foresee) materially and adversely affect the security for any of the Bonds, or the ability of the Borrower to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 4.12 or in such information, reports, papers and data or otherwise disclosed in writing to the Bank. The documents furnished and statements made by the Borrower in connection with the negotiation, preparation or execution of this Agreement and the Related Documents do not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

Section 4.13. Use of Proceeds; Margin Stock. The Borrower will not use the proceeds from the Loans in contravention of any Law or of any Related Document. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no

part of the proceeds from the Loans will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

Section 4.14. Usury. None of the Related Documents or the Bonds provide for any payments that would violate any applicable Law regarding permissible maximum rates of interest.

Section 4.15. Security. The Indenture creates, for the benefit of the owners of the Bonds which evidence the Loans and the other Obligations, the legally valid, binding and irrevocable Lien on, charge on, and pledge of the Revenues to secure the payment of the principal of (including any redemption obligations due and owing pursuant to Section 2.05(a) hereof), premium, if any, and interest on the Bonds which evidence the Loans and the other Obligations. There is no lien on the Revenues other than the lien created by the Indenture. The Indenture does not permit the issuance or incurrence of any Debt secured by the Revenues to rank senior to the Bonds which evidence the Loans and the other Obligations. The payment of the Bonds which evidence the Loans and the other Obligations ranks on a parity with the payment of the principal and purchase price of and interest on all Parity Debt and is not subordinate to any payment secured by a lien on the Revenues or any other claim, and is prior as against all other Persons having claims of any kind in tort, contract or otherwise, whether or not such Persons have notice of such lien. No filing, registration, recording or publication of the Indenture or any other instrument is required to establish the pledge provided for thereunder or to perfect, protect or maintain the Lien created thereby on the Revenues to secure the Bonds which evidence the Loans and the other Obligations. The Bonds evidencing the Loans hereunder constitute Senior Bonds under the Indenture.

Section 4.16. Pending Legislation and Decisions. There is no amendment, or to the knowledge of the Borrower, proposed amendment to the Constitution of the State or any State Law or any administrative interpretation of the Constitution of the State or any State Law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to result in a Material Adverse Effect.

Section 4.17. Solvency. The Borrower is solvent and able to pay its debts as they become due.

Section 4.18. Environmental Matters. The operations of the Borrower are in material compliance with all of the requirements of applicable Environmental Laws and are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action could reasonably be expected to result in a Material Adverse Effect.

Section 4.19. No Immunity. The Borrower is not entitled to claim immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) with respect to itself or its revenues (irrespective of their use or intended use) from (i) any action, suit or other proceeding arising under or relating to this Agreement or any Related Document, (ii) relief by way of injunction, order for specific performance or writ of mandamus or for recovery of property or (iii) execution or enforcement of any judgment to which it or its Revenues might

otherwise be made subject in any action, suit or proceeding relating to this Agreement or any other Related Document, and no such immunity (whether or not claimed) may be attributed to the Borrower or its Revenues.

Section 4.20. No Public Vote or Referendum. There is no public vote or referendum pending, proposed or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

Section 4.21. Swap Agreements. The Borrower has not entered into any Swap Agreement relating to Debt (a) wherein any termination payment thereunder is senior to or on a parity with the payment of the Bonds or the other Obligations or (b) which requires the Borrower to post cash collateral to secure its obligations thereunder.

Section 4.22. Sanctions Concerns and Anti-Corruption Laws. (a) *Sanctions Concerns.* Neither the Borrower nor any Subsidiary, nor, to the knowledge of the Borrower and its Subsidiaries, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity that is, or is owned or controlled by one or more individuals or entities that are (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals or HMT's Consolidated List of Financial Sanctions Targets, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction. The Borrower and its Subsidiaries have conducted their businesses in compliance with all applicable Sanctions and have instituted and maintained policies and procedures which cover compliance with such Sanctions.

(b) *Anti-Corruption Laws.* The Borrower and its Subsidiaries have conducted their business in compliance in all material respects with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other applicable anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures which cover compliance with such laws.

Section 4.23. No Existing Right to Accelerate. As of the Closing Date, no Person, including, without limitation, any credit facility provider or Bank, either of which provides credit enhancement or liquidity support to any Parity Debt, or any holder of Parity Debt, has a right under any indenture, or supplemental indenture relating to any such Parity Debt or under any other document or agreement relating to any Parity Debt, to direct the trustee to cause a mandatory acceleration of such Parity Debt, or to otherwise declare the principal of and interest on any Parity Debt to be immediately due and payable, prior to its maturity.

Section 4.24. Taxes. The Borrower has filed or caused to be filed, if any, all material tax returns required by Law to be filed and has paid or caused to be paid all material Taxes, assessments and other governmental charges levied upon or in respect of any of its properties, assets or franchises, other than Taxes the validity or amount of which are being contested in good faith by the Borrower by appropriate proceedings and for which the Borrower shall have set aside on its books adequate reserves in accordance with GAAP.

SECTION 5. CONDITIONS PRECEDENT.

The obligation of the Bank to advance, continue, or convert any Loan shall be subject to the following conditions precedent:

Section 5.1. Closing Date. Before or on the Closing Date, the Bank shall have received the following in form and substance satisfactory to the Bank:

- (a) a copy of the resolution or other action of the governing body of the Borrower authorizing the execution, delivery and performance of this Agreement;
- (b) executed copies (with originals to promptly follow) of this Agreement, the Bonds, the Supplemental Indenture, and each other Related Document;
- (c) an opinion of Borrower's counsel, addressed to the Bank or on which the Bank is otherwise expressly authorized to rely, as to the due execution, delivery and enforceability of this Agreement and the other Related Documents, and such matters as the Bank may reasonably request;
- (d) a certificate signed by a Borrower Representative certifying on the Closing Date (and after giving effect to the terms hereof) (i) that there has been no event or circumstance since September 30, 2024, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (ii) that the representations and warranties contained in Article V hereof and the other Related Documents are true and correct in all material respects on the Closing Date, except to the extent such representations and warranties expressly refer to an earlier date, and in such case were true and correct in all material respects on such date, and (iii) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default;
- (e) a certificate dated the Closing Date and signed by an authorized officer of the Borrower, certifying as to the incumbency and signature of the respective officers of the Borrower executing this Agreement and any other document to which the Borrower is a party together with satisfactory evidence of the incumbency of such respective officers;
- (f) a copy of the Borrower's Investment Policy in effect as of the Closing Date;
- (g) the audited annual financial statements for the Borrower and its Subsidiaries for the Fiscal Year ended September 30, 2024, together with internally prepared financial statements of the Borrower and its Subsidiaries for the fiscal quarter(s) ended since the end of such Fiscal Year;
- (h) a certified copy of the Act;

(i) recent evidence that the long term unenhanced debt rating assigned by Moody's and S&P to Parity Debt is at least "[]," "[]," and "[]," respectively; and

(j) all legal matters incident to the execution and delivery of the Related Documents shall be reasonably satisfactory to the Bank.

On or prior to the Closing Date, the Bank shall have received reimbursement (or direct payment) of the Bank's fees and expenses (including the legal fees and expenses of Chapman and Cutler LLP) and any other fees incurred in connection with the transaction contemplated by the Related Documents.

Section 5.2. All Extensions of Credit. As of the time of each Extension of Credit hereunder:

(a) In connection with each Loan, the Bank shall have received the Notice of Borrowing required by Section 2.4(a) hereof or Notice of Conversion pursuant to Section 2.4(b) hereof;

(b) Each of the representations and warranties set forth (including those incorporated by reference) in Section 4 hereof shall be and remain true and correct in all material respects as of the date of such Extension of Credit (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 5.2, the representations and warranties contained in Section 4.4 hereof shall be deemed to refer to the most recent statements furnished pursuant to Section 6.1(i)(a) hereof);

(c) No Default or Event of Default shall have occurred and be continuing or would occur as a result of such Extension of Credit;

(d) After giving effect to such Extension of Credit, the aggregate principal amount of all Loans outstanding hereunder shall not exceed the Commitment; and

(e) Such Extension of Credit shall not violate any order, judgment or decree of any court or other authority or any provision of law or regulation applicable to the Bank (including, without limitation, Regulation U of the FRB).

Each request for an Extension of Credit hereunder shall be deemed to be a representation and warranty by the Borrower on the date of such Extension of Credit as to the facts specified in paragraphs (b) and (c) of this Section 5.2.

SECTION 6. COVENANTS.

The Borrower covenants and agrees, until the full and final payment and satisfaction of all of the Obligations, except in any instance in which the Bank specifically agrees in writing to any non-performance or noncompliance, that:

Section 6.1. Existence, Etc. The Borrower (a) shall maintain its existence pursuant to the Act or such other organizational documents and authorizing legislation, as applicable, and the Laws of Guam, and (b) shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its property, assets or business, or combine, merge or consolidate with or into any other entity or change the use of facilities or assets that generate Revenues.

Section 6.2. Maintenance of Properties. The Borrower shall, in all material respects, maintain, preserve and keep its Property in good repair, working order and condition (ordinary wear and tear excepted), except to the extent that the failure to do so could reasonably be expected to result in a Material Adverse Effect.

Section 6.3. Compliance with Laws; Taxes and Assessments. The Borrower shall comply with all Laws applicable to it and its Property, except where non-compliance could not reasonably be expected to result in a Material Adverse Effect, such compliance to include, without limitation, paying all Taxes, assessments and governmental charges imposed upon it or its Property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that in the opinion of the Borrower are adequate.

Section 6.4. Insurance. The Borrower shall maintain insurance with reputable insurance companies or associations believed by the Borrower at the time of purchase of such insurance to be financially sound and in such amounts and covering such risks as are usually carried by organizations engaged in the same or a similar business and similarly situated, which insurance may provide for reasonable deductibles from coverage. The Borrower shall upon request of the Bank furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section 6.4.

Section 6.5. Reports. The Borrower shall furnish to the Bank in form and detail satisfactory to the Bank:

[(a) *Annual Report.* As soon as available, and in any event within [] days after the end of the Fiscal Year, the annual audited financial statements of the Borrower together with the opinion of the Borrower's independent accountants.]¹

[(b) *Unaudited Quarterly Financials.* As soon as available, and in any event within [] days after each of the first three quarters of each Fiscal Year, the

¹ To be determined.

unaudited financial statements of the Borrower, including the balance sheet as of the end of such quarter and a statement of income and expenses, all in reasonable detail and certified, subject to year-end adjustment, by a Borrower Representative.]²

[(c) *Compliance Certificate.* In connection with the financial statements required to be delivered by the Borrower pursuant to [Sections 6.5(a) and (b) hereof], a Compliance Certificate signed by an Borrower Representative [(x)] stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default [and (y) demonstrating compliance with the financial covenants set forth in Section ____ hereof.]]³

[(d) *Budget.* As soon as available, and in any event within [____] days following the approval thereof, the operating budget of the Borrower.]⁴

(e) *Offering Memorandum and Material Event Notices.* (A) Within ten (10) days after the issuance of any securities by the Borrower with respect to which a final official statement or other offering or disclosure document has been prepared by the Borrower, (1) a copy of such official statement or offering circular or (2) notice that such information has been filed with EMMA and is publicly available; and (B) during any period of time the Borrower is subject to continuing disclosure requirements under Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12), or any successor or similar legal requirement, immediately following any dissemination, distribution or provision thereof to any Person, (1) a copy of any reportable event notice (as described in b(5)(i)(C) of Rule 15c2-12) disseminated, distributed or provided in satisfaction of or as may be required pursuant to such requirements or (2) notice that such event notice has been filed with EMMA and is publicly available.

(f) *Notice of Default or Event of Default.* (i) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and in any event within five (5) days thereafter, a certificate signed by an Borrower Representative specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto; (ii) promptly following a written request of the Bank, a certificate of an Borrower Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement; and (iii) promptly upon obtaining knowledge of any “default” or “event of default” as defined under any Bank Agreement, notice specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto.

2 To be determined.

3 To be determined.

4 To be determined.

(g) *Litigation.* As promptly as practicable, written notice to the Bank of all actions, suits or proceedings pending or threatened against the Borrower before any arbitrator of any kind or before any court or any other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect.

(h) *Amendments.* Promptly after the adoption thereof and to the extent is not required to receive and make notice of the same, copies of any amendments to the Related Documents or to any provisions of the same.

(i) *Other Information.* Such other information regarding the business affairs, financial condition and/or operations of the Borrower as the Bank may from time to time reasonably request.

Section 6.6. Maintenance of Books and Records. The Borrower will keep proper books of record and account in which full, true and correct entries in accordance with GAAP. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated or referred to in this Agreement, the Borrower shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 5.06 hereof.

Section 6.7. Access to Books and Records. The Borrower will permit any Person designated by the Bank (at the expense of the Bank, unless and until a Default or Event of Default has occurred, at which time such expenses shall be borne by the Borrower) to visit any of the offices of the Borrower to examine the books and financial records (except books and financial records the examination of which by the Bank is prohibited by Law or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Borrower with their principal officers, employees and independent public accountants, all at such reasonable times and as often as the Bank may reasonably request.

Section 6.8. Compliance With Documents. The Borrower agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Indenture and each of the other Related Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Bank and shall be enforceable against the Borrower. To the extent that any such incorporated provision permits the Borrower or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the Borrower or any other party, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Bank in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to

the Bank which shall only be evidenced by the written approval by the Bank of the same. Except as permitted by Section 6.14 hereof, no termination or amendment to such covenants and agreements or defined terms or release of the Borrower with respect thereto made pursuant to the Indenture or any of the other Related Documents to which the Borrower is a party, shall be effective to terminate or amend such covenants and agreements and defined terms or release the Borrower with respect thereto in each case as incorporated by reference herein without the prior written consent of the Bank. Notwithstanding any termination or expiration of the Indenture or any such other Related Document to which the Borrower is a party, the Borrower shall continue to observe the covenants therein contained for the benefit of the Bank until the termination of this Agreement and the payment in full of the Bonds and all other Obligations. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

Section 6.9. Rate Covenant. (a) The Borrower shall at all times fix, prescribe and collect rates, fees and charges in connection with the services furnished by the System which will be sufficient to yield the sum of Net Revenues during each Fiscal Year equal to at least ____ times the Aggregate Annual Debt Service for such Fiscal Year and to yield Revenues during each Fiscal Year equal to at least the aggregate amount of all transfers required by Section 5.02(A) through (E) of the Indenture for such Fiscal Year.

The debt service coverage ratio specified in this Section 6.9 shall be the debt service coverage ratio used by the Borrower, together with other appropriate factors, in setting rates.

If the financial statements prepared pursuant to Section 6.7(B)(1) of the Indenture reflect that (or if the Borrower's other books and records at the time such statements are due hereunder reflect that) at the end of a Fiscal Year the sum of Net Revenues shall have been less than 1.25 times Aggregate Annual Debt Service for such Fiscal Year, or if Revenues shall have been less than the aggregate amount of all transfers required by Sections 5.02(A) through (E) of the Indenture for such Fiscal Year, the Borrower shall promptly employ a Consulting Engineer to make recommendations as to a revision of such rates, fees and charges or the methods of operation of the System. The Borrower shall, promptly upon its receipt of such recommendations, subject to applicable requirements or restrictions imposed by law and subject to a good faith determination of the Board that such recommendations, in whole or in part, are in the best interests of the Borrower, the Owners and each Credit Provider **[(including without limitation the Bank)]**, revise such rates, fees and charges or methods of operation and will take such other actions as shall be in conformity with such recommendations.

If the Borrower complies in all material respects with the reasonable recommendations of the Consulting Engineer with respect to said rates, fees, charges and methods of operation or collection, or makes a good faith determination that such recommendations are not in the best interests of the Borrower, the Borrower will be deemed to have complied with this Section 6.09 for such Fiscal Year; *provided*, that Net Revenues shall in no event have been less than Aggregate Annual Debt Service for such Fiscal Year.

(B) The Borrower may make adjustments from time to time in its rates, fees and charges and may make such classification thereof as it deems necessary, but shall not reduce such rates, fees and charges below those then in effect unless the Revenues from such reduced rates, fees and charges will at all times be sufficient to meet the requirements of this Section 6.09.

Section 6.10. Operation and Maintenance of the System. The Borrower will maintain and preserve the System in good repair and working order at all times from the Revenues available for such purposes, in conformity with prudent management and standards customarily followed in the industry for systems of like size and character. The Borrower will from time to time make all necessary and proper repairs, renewals, replacements and substitutions to the properties of the System, so that at all times business carried on in connection with the System shall and can be properly and advantageously conducted in an efficient manner and at reasonable cost. The Borrower will operate the System in an efficient and economical manner, consistent with the protection of the Owners of the Senior Bonds and so as to assure that the System shall be financially self-sufficient and self-sustaining. The Borrower shall not commit or allow any waste with respect to the System. Nothing herein shall prohibit the Borrower from subcontracting any part of the maintenance and operation of the System.

Section 6.11. Sale and Disposition of Property. (a) Neither the Borrower nor the Government of Guam will not sell or otherwise dispose of the System or any part thereof, or permit others to sell or otherwise dispose of the System or any part thereof, essential to the proper operation of the System or to the collection of Revenues sufficient to pay debt service on the Senior Bonds, Parity Payment Agreement Payments and Credit Agreement Payments and otherwise comply with Section 6.12. The Borrower will not enter into any agreement which impairs the operation of the System or impedes the collection of Revenues sufficient to pay debt service on the Senior Bonds, Parity Payment Agreement Payments and Credit Agreement Payments and otherwise comply with Section 6.12 of the Indenture and Section 6.9 hereof.

(b) Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the System, or any material or equipment which has worn out, may be sold at a price not less than the fair market value thereof if such sale will not reduce Net Revenues and if the net proceeds of such sale are deposited in the Revenue Fund.

Section 6.12. No Impairment. The Borrower will neither take any action, nor cause the Trustee to take any action, under the Indenture or any other Related Document which would materially adversely affect the rights, interests, remedies or security of the Bank under this Agreement or any other Related Document or which could reasonably be expected to result in a Material Adverse Effect.

Section 6.13. Application of Bond Proceeds. The Borrower will not take or omit to take any action, which action or omission will in any way result in the proceeds of any Loans being applied in a manner other than as provided in the Indenture.

Section 6.14. Limitation on Additional Debt. So long as any Senior Bonds are Outstanding, the Borrower will not issue any bonds or obligations payable from Revenues or secured by a pledge, lien or charge upon Revenues prior to or on a parity with the Senior Bonds, the Parity

Payment Agreements and the Credit Agreement Payments, other than the Senior Bonds, the Parity Payment Agreements and the Credit Agreement Payments. **[On or prior to the date on which Debt secured by the Revenues is to be issued or incurred, the Bank shall receive certification from a Borrower Representative as to compliance with all debt service coverage ratios that are required to be satisfied as a condition precedent to the issuance or incurrence of said Debt.]**⁵

Section 6.15. Related Documents. The Borrower shall not modify, amend or consent to any modification, amendment or waiver in any material respect of any Related Document without the prior written consent of the Bank.

Section 6.16. Liens. The Borrower shall not, directly or indirectly, incur, create or permit to exist any Lien on all or any part of the security provided by the Indenture that is senior to or on a parity with the Lien securing the Bonds **[and the Obligations]**, other than (a) Liens created under and in accordance with the terms of the Indenture; (b) the Liens created for the benefit of the Bonds **[and the Obligations]** and other Parity Debt that has heretofore or may hereafter be issued; and (c) Liens which could not reasonably be expected to materially adversely affect the interests, rights, remedies or security of the Bank under this Agreement and the other Related Documents.

Section 6.17. Disclosure to Participants. The Borrower shall permit the Bank to disclose the financial information received by it pursuant to this Agreement to each Participant of the Bank pursuant to Section 8.07 of this Agreement, subject to confidentiality restrictions and use restrictions customary for financial institutions.

Section 6.18. Other Agreements. In the event that the Borrower shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement which such Bank Agreement provides such Person with different or more restrictive covenants, different or additional events of default and/or greater rights and remedies than are provided to the Bank in this Agreement, the Borrower shall provide the Bank with a copy of each such Bank Agreement and such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies as if specifically set forth herein. The Borrower shall promptly enter into an amendment to this Agreement to include different or more restrictive covenants, different or additional events of default and/or greater rights and remedies; *provided* that the Bank shall have and maintain the benefit of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies even if the Borrower fails to provide such amendment.

Section 6.19. Immunity from Jurisdiction. To the fullest extent permitted by applicable Law, with respect to its obligations arising under this Agreement or any other Related Document, the Borrower irrevocably agrees that it will not assert or claim any immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) from

⁵ To be determined. Indenture does not seem to provide for an ABT.

(i) any action, suit or other proceedings arising under or relating to this Agreement or any other Related Document, (ii) relief by way of injunction, order for specific performance or writ of mandamus or (iii) execution or enforcement of any judgment to which it or its revenues might otherwise be entitled in any such action, suit or other proceeding, and the Borrower hereby irrevocably waives, to the fullest extent permitted by applicable Law, with respect to itself and its Revenues (irrespective of their use or intended use), all such immunity.

Section 6.20. Swap Agreements. Without the prior written consent of the Bank, the Borrower will not enter into any Swap Agreement relating to Debt (a) wherein any termination payments thereunder are senior to or on parity with the payment of the Bonds or the other Obligations or (b) which requires the Borrower to post cash collateral to secure its obligations thereunder.

Section 6.21. Use of Bank's Name. The Borrower shall not include any information concerning the Bank in any offering document that is not supplied in writing, or otherwise approved, by the Bank expressly for inclusion therein.

Section 6.22. Investment Policy. All investments of the Borrower have been and will be made in accordance with the terms of the Investment Policy.

Section 6.23. Environmental Laws. The Borrower shall comply with all applicable Environmental Laws and cure any defect thereto (or cause other Persons to cure any such defect) to the extent necessary to bring such real property owned, leased, occupied or operated by the Borrower back into compliance with Environmental Laws and to comply with any cleanup orders issued by a Governmental Authority having jurisdiction thereover. The Borrower shall at all times use commercially reasonable efforts to render or maintain any real property owned, leased, occupied or operated by the Borrower safe and fit for its intended uses. The Borrower shall also immediately notify the Bank of any actual or alleged material failure to so comply with or perform, or any material breach, violation or default under any Environmental Law.

Section 6.24. Federal Reserve Board Regulations. The Borrower shall not use any portion of the proceeds of the Loans for the purpose of carrying or purchasing any Margin Stock and shall not incur any Debt which is to be reduced, retired or purchased by the Borrower out of such proceeds.

Section 6.25. Underlying Rating. The Borrower shall at all times maintain a rating on its long-term unenhanced Parity Debt from at least **[one]** Rating **[from S&P]**. The Borrower covenants and agrees that it shall not at any time withdraw any long-term unenhanced rating on its Parity Debt from any of **[Fitch, Moody's or S&P]** if the effect of such withdrawal would be to cure a Default or an Event of Default under this Agreement. Further, such rating shall not be older than twenty-four (24) months or shall not be considered current based on the Rating Agencies' definition of current ratings.

Section 6.26. Sanctions. (a) The Borrower shall not, directly or indirectly, use any Loan or the proceeds of any Loan, or lend, contribute or otherwise make available such Loan or the proceeds of any Loan to any Person, to fund any activities of or business with any Person, that, at

the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as the Bank or otherwise) of Sanctions. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries, and its trustee, officers, employees, and agents with applicable Sanctions.

(b) *Anti-Corruption Laws.* The Borrower shall not, directly or indirectly, use any Loan or the proceeds of any Loan for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other anti-corruption legislation in any other jurisdiction. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries, and its trustee, officers, employees, and agents with anti-corruption legislation.

SECTION 7. EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “*Event of Default*” hereunder, unless waived in writing by the Bank:

(a) the Borrower shall fail to pay the principal of or interest on any Loan when due;

(b) the Borrower shall fail to pay any Obligation when due (other than the obligation to pay the principal of or interest on Loans) and such failure shall continue for 3 Business Days;

(c) any representation or warranty made by or on behalf of the Borrower in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered;

(d) the Borrower shall default in the due performance or observance of any of the covenants set forth in Section 6.1, 6.5, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.18, 6.19, 6.20, 6.21, 6.24, 6.25, or 6.26 hereof; or

(e) the Borrower shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof;

(f) the Borrower shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any

proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 7.1(g) of this Agreement;

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any substantial part of its Property, or a proceeding described in Section 7.1(f)(v) shall be instituted against the Borrower and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

(h) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any Debt of the Borrower by the Borrower or any Governmental Authority with appropriate jurisdiction;

(i) any material provision of any of the Related Documents shall cease to be valid and binding, or the Borrower or any Governmental Authority shall contest any such provision or the Borrower or any agent or trustee on behalf of the Borrower, shall deny that it has any or further liability under any of the Related Documents;

(j) dissolution or termination of the existence of the Borrower;

(k) the Borrower shall (i) default on the payment of the principal of or interest on any Parity Debt, beyond the period of grace, if any, provided in the instrument or agreement under which such Parity Debt was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Parity Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such Parity Debt to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Parity Debt;

(l) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Bank, in an aggregate amount in excess of [\$_____] shall be entered or filed against the Borrower or against any of its Property and remain unpaid, unvacated, unbonded or unstayed for a period of thirty (30) days;

(m) any “event of default” under any Related Document (as defined respectively therein) shall have occurred; or

(n) any of Fitch, Moody’s and S&P shall have downgraded its rating

Section 7.2. Consequences of an Event of Default. If an Event of Default specified in Section 7.1 hereof shall occur and be continuing, the Bank may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(i) by written notice to the Borrower, terminate the Commitment and all other obligations of the Bank hereunder and declare the outstanding amount of the Obligations under this Agreement and any accrued interest thereon to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue;

(ii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the Borrower under the Related Documents, whether for specific performance of any agreement or covenant of the Borrower or in aid of the execution of any power granted to the Bank in the Related Documents;

(iii) cure any Default, Event of Default or event of nonperformance hereunder or under any Related Document; *provided, however*, that the Bank shall have no obligation to effect such a cure; and

(iv) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as provided for in clause (ii) of this Section 7.2) and as otherwise available at law and at equity.

Notwithstanding Sections 7.2(i)-(iv) hereof, upon the occurrence of any Event of Default set forth in Section 7.1(f) or 7.1(g) hereof, the Commitment shall automatically and without notice terminate and the obligation of the Bank to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Bank.

Section 7.3. Remedies Cumulative; Solely for the Benefit of Bank. To the extent permitted by, and subject to the mandatory requirements of, applicable Law, each and every right, power and remedy herein specifically given to the Bank in the Related Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be

exercised from time to time and as often and in such order as may be deemed expedient by the Bank, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Bank specified herein are for the sole and exclusive benefit, use and protection of the Bank, and the Bank is entitled, but shall have no duty or obligation to the Borrower or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Bank hereunder or under any of the other Related Documents.

Section 7.4. Waivers or Omissions. No delay or omission by the Bank in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Bank or to be acquiescence therein. No express or implied waiver by the Bank of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 7.5. Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the Borrower and the Bank shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

SECTION 8. CHANGE IN CIRCUMSTANCES.

Section 8.1. Net of Taxes, Etc.

(a) *Payments Free of Taxes.* Any and all payments to the Bank by the Borrower hereunder shall be made free and clear of and without withholding or deduction for any and all Indemnified Taxes. If the Borrower shall be required by law to withhold or deduct any Indemnified Taxes imposed by the United States or any political subdivision thereof from or in respect of any sum payable hereunder to the Bank, then (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 8.1), the Bank receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. If the Borrower shall make any payment under this Section 8.1 to or for the benefit of the Bank with respect to Indemnified Taxes and if the Bank shall claim any credit or deduction for such Indemnified taxes against any other taxes payable by the Bank to any taxing jurisdiction in the United States then the Bank shall pay to the Borrower an amount equal to the amount by which such other taxes are actually reduced; *provided*, that the aggregate amount payable by the Bank pursuant to this sentence shall not exceed the aggregate amount previously paid by the Borrower with respect to such Indemnified Taxes. In addition, the Borrower agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the

United States of America or any state of the United States from any payment made hereunder or otherwise with respect to this Agreement, excluding, however, taxes imposed on or measured by the net income or capital of the Bank by any jurisdiction or any political subdivision or taxing authority thereof or therein, solely as a result of a connection between the Bank and such jurisdiction or political subdivision (hereinafter referred to as "*Other Taxes*"). The Bank shall provide to the Borrower within a reasonable time a copy of any written notification it receives with respect to Indemnified Taxes or Other Taxes owing by the Borrower to the Bank hereunder, including with respect to refunds and credits; provided, that the Bank's failure to send such notice shall not relieve the Borrower of its obligation to pay such amounts hereunder.

(b) The Borrower shall, to the fullest extent permitted by law and subject to the provisions hereof, pay the Bank for the full amount of Indemnified Taxes and Other Taxes including any Indemnified Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 8.1 paid by the Bank or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted; provided, that the Borrower shall not be obligated to pay the Bank for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Bank's gross negligence or willful misconduct. The Bank agrees to give notice to the Borrower of the assertion of any claim against the Bank relating to such Indemnified Taxes or Other Taxes as promptly as is practicable after being notified of such assertion; *provided*, that the Bank's failure to notify the Borrower promptly of such assertion shall not relieve the Borrower of its obligation under this Section 8.1. Payments by the Borrower pursuant to this subsection (b) shall be made within 30 days from the date the Bank makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Bank agrees to repay to the Borrower any refund or the amount of any credit (including that portion of any interest that was included as part of such refund or credit) with respect to Taxes or Other Taxes paid by the Borrower pursuant to this Section 8.1 received by the Bank for Indemnified Taxes or Other Taxes that were paid by the Borrower pursuant to this Section 8.1 and to contest, with the cooperation and at the expense of the Borrower, any such Indemnified Taxes or Other Taxes which the Bank or the Borrower reasonably believes not to have been properly assessed.

(c) Within 30 days after the date of any payment of Indemnified Taxes by the Borrower, the Borrower shall furnish to the Bank the original or a certified copy of a receipt evidencing payment thereof.

(d) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations contained in this Section shall survive the termination of this Agreement and the payment in full of the Loans, and the obligations of the Borrower thereunder and hereunder.

Section 8.2. Increased Cost.

(a) *Increased Costs Generally.* If, on or after the Closing Date, there occurs any Change in Law which:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or committed to or participated in by, the Bank or any Participant;

(ii) subject the Bank or any Participant or the parent or holding company, if any, of any of the foregoing to any Taxes (other than Excluded Taxes) of any kind whatsoever with respect to this Agreement or any Loan, or change the basis of taxation of payments to the Bank or any Participant or the parent or holding company, if any, of any of the foregoing in respect thereof (except for Indemnified Taxes covered by Section 8.1 hereof and the imposition of, or any change in the rate of any Excluded Tax payable by the Bank or any Participant or the parent or holding company, if any, of any of the foregoing); or

(iii) impose on the Bank or any Participant or the parent or holding company, if any, of any of the foregoing, any other condition, cost or expense affecting this Agreement or any Loan, or the issuance or maintenance of Loans or any security therefor, or reduces any amount receivable by the Bank or any Participant with respect to this Agreement or any Loans, or requires the Bank or any Participant to make any payment calculated by reference to any amount received with respect to this Agreement or any Loans, or any funding of any Loan, by an amount deemed material by Bank or the Participant, as the case may be;

and the result of any of the foregoing shall be to increase the cost to the Bank or such Participant or its parent or holding company, if any, with respect to this Agreement or any Loans, or of participating the same, or to reduce the amount of any sum received or receivable by the Bank or such Participant or its parent or holding company, if any, hereunder, then, upon written request of the Bank or such Participant as set forth in subsection (d) below, the Borrower shall promptly pay to the Bank or such Participant or its parent or holding company, if any, as the case may be, such additional amount or amounts as will compensate the Bank or such Participant or its parent or holding company, if any, as the case may be, for such additional costs incurred or reduction suffered but only for so long as such additional costs are being incurred by the Bank or so long as such reduction exists.

(b) If the Bank or any Participant determines the amount of capital or liquidity required or expected to be maintained by the Bank or the Participant or any parent, holding company or entity controlling the Bank or such Participant is increased as a result of (i) a Change in Law or (ii) any change on or after the Closing Date in the Risk-Based Capital Guidelines, then, within 30 days of demand by the Bank or the Participant, the Borrower, to the extent permitted by law, pay such Bank or Participant the amount necessary to compensate for any shortfall in the rate of return (but only for so long as such shortfall of rate of return exists) on the portion of such increased

capital or liquidity which the Bank or the Participant determines is attributable to this Agreement or any Loan, as the case may be, hereunder (after taking into account the policies of the Bank or the Participant as to capital adequacy and liquidity).

(c) A certificate of the Bank or any Participant setting forth the amount or amounts necessary to compensate the Bank or such Participant or the Bank's or such Participant's parent or holding company, as the case may be, as specified in subsection (a) or (b) above and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Bank or such Participant, as the case may be, the amount shown as due on any such certificate within 30 days after receipt thereof.

(d) Failure or delay on the part of the Bank or any Participant to demand compensation pursuant to this Section 8.2 shall not constitute a waiver of the right of such Bank or Participant to demand such compensation.

(e) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 8.2 shall survive the termination of this Agreement and the payment in full of the Obligations.

Section 8.3. Lending Offices. The Bank may, at its sole option, elect to make its Loans hereunder at the branch, office or Affiliate specified on the signature page hereof (each a "*Lending Office*") for each type of Loan available hereunder or at such other of its branches, offices or Affiliates as it may from time to time elect and designate in a written notice from the Bank to the Borrower; *provided, however*, that if such election and designation shall increase any amount payable to the Bank pursuant to Section 8.1 or 8.2 hereof, then such election and designation shall require the Borrower's written consent.

Section 8.4. Discretion of Bank as to Manner of Funding. Notwithstanding any other provision of this Agreement, the Bank shall be entitled to fund and maintain its funding of all or any part of its Loans in any manner it sees fit.

SECTION 9. MISCELLANEOUS.

Section 9.1. Withholding Taxes. Any and all payments of principal, interest, fees and other sums due hereunder shall be made in the amount required hereunder without any reduction, deduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the Borrower, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section shall survive the termination of this Agreement and the payment in full of the obligations of the Borrower hereunder.

Section 9.2. No Waiver of Rights. No delay or failure on the part of the Bank in the exercise of any power or right under any Related Document shall operate as a waiver thereof, nor as an acquiescence in any Default or Event of Default, nor shall any single or partial exercise thereof preclude any other or further exercise of any other power or right, and the rights and

remedies hereunder of the Bank are cumulative to, and not exclusive of, any rights or remedies which it would otherwise have.

Section 9.3. Non-Business Day. If any payment of principal or interest on any Loan or of any other Obligation shall fall due on a day which is not a Business Day, interest or fees (as applicable) at the rate, if any, such Loan or other Obligation bears for the period prior to maturity shall continue to accrue on such Obligation from the stated due date thereof to and including the next succeeding Business Day, on which the same shall be payable.

Section 9.4. Documentary Taxes. The Borrower agrees that it will pay any documentary, stamp or similar taxes payable in respect to any Related Document, including interest and penalties, in the event any such taxes are assessed, irrespective of when such assessment is made and whether or not any credit is then in use or available hereunder.

Section 9.5. Survival of Representations. All representations and warranties made herein or in certificates given pursuant hereto shall survive the execution and delivery of this Agreement and the other Related Documents, and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder. All covenants and agreements of the Borrower contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

Section 9.6. Survival of Indemnities. All indemnities and all other provisions relative to reimbursement to the Bank of amounts sufficient to protect the yield of the Bank with respect to the Loans, including, but not limited to, Sections 8.1, 8.2, 9.1 and 9.11 hereof, shall survive the termination of this Agreement and the other Related Documents and the payment of the Loans and all other Obligations.

Section 9.7. Notices. Except as otherwise provided herein, any notice required or permitted to be given under this Agreement shall be in writing (which includes communications by telex or telecopier if confirmed by the appropriate answer back and followed by hard copy delivered by United States mail in the manner described herein) addressed:

to the Borrower as follows:

Guam Waterworks Authority

[_____]

Attention: _____

Telephone: _____

Facsimile: _____

Email: _____]

to the Bank as follows:

Royal Bank of Canada

[_____

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____]

with a copy to:

Royal Bank of Canada
[_____

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____]

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). The Bank may rely on any notice (including telephone communication) purportedly made by or on behalf of the other, and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

(b) *Bank's Office.* The Bank hereby designates its office located at the address set forth above, or any subsequent office which shall have been specified for such purpose by written notice to the Borrower, as the Bank's Lending Office referred to herein, to which payments due are to be made and at which Loans will be disbursed.

(c) *Change of Address, Etc.* Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 9.8. Counterparts. This Agreement may be executed in any number of counterpart signature pages, and by the different parties on different counterparts, each of which when executed shall be deemed an original but all such counterparts taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the

admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 9.9. Successors and Assigns; Participations.

(a) *Successors and Assigns Generally.* This provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank and the Bank may not assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (c) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (d) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (c) of this Section and, to the extent expressly contemplated hereby, the Related Parties of the Bank) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Assignments by the Bank.* The Bank may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* any such assignment shall be subject to the following conditions:

(i) *Minimum Amounts.* The Commitment subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is entered into or shall not be less than \$5,000,000 unless, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed);

(ii) *Proportionate Amounts.* Each partial assignment shall be made as an assignment of a proportionate part of all the Bank’s rights and obligations under this Agreement with respect to the Commitment and Loans assigned;

(iii) *Required Consents.* No consent shall be required for any assignment except the consent of the Borrower shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or, (2) such assignment is to an Affiliate of the Bank;

(iv) *Assignment and Assumption.* The parties to each assignment shall execute and deliver an Assignment and Assumption agreement in a form reasonably satisfactory to the Bank and its counsel (each an “*Assignment and Assumption*”).

(v) *No Assignment to Natural Persons.* No such assignment shall be made to a natural person.

From and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of the Bank under this Agreement, and the Bank shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the Bank’s rights and obligations under this Agreement, the Bank shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 8.2 and 9.11 hereof with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by the Bank of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by the Bank of a participation in such rights and obligations in accordance with subsection (c) of this Section.

(c) *Participations.* The Bank may at any time, without the consent of or notice to the Borrower, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower’s Affiliates) (each, a “*Participant*”) in all or a portion of the Bank’s rights and/or obligations under this Agreement, and such Participants shall be entitled to the benefits of this Agreement, including, without limitation, Sections 8.2 and 9.11 hereof, to the same extent as if they were a direct party hereto; provided that (i) the Bank’s obligations under this Agreement shall remain unchanged, (ii) the Bank shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower shall continue to deal solely and directly with the Bank in connection with the Bank’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which the Bank sells such a participation shall provide that the Bank shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 8.2 and 9.11 hereof to the same extent as if it were the Bank; *provided, however*, that no Participant shall be able to impose costs pursuant to Section 9.11(a) hereof in excess of what the Bank would have been able to impose if no such participation would have been undertaken.

(d) *Certain Pledges.* The Bank may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under the Bonds) to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or the United States Treasury; *provided* that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 9.10. Amendments, Waivers and Consents. Any term, covenant, agreement or condition of this Agreement or any of the other Related Documents may be amended or waived

by the Bank, and any consent given by the Bank, if, but only if, such amendment, waiver or consent is in writing signed by the Bank, at the direction or with the consent of the Bank and the Borrower; *provided, however*, that no amendment, waiver or consent shall, unless in writing and signed by the Bank, affect the rights or duties of the Bank under this Agreement or any other Related Document.

Section 9.11. Expenses; Indemnity.

(a) *Costs and Expenses.* The Borrower shall pay (i) all actual and reasonable out of pocket expenses incurred by the Bank and its Affiliates (including the actual and reasonable fees, charges and disbursements of counsel for the Bank, plus disbursements), and shall pay all fees and time charges and disbursements for attorneys who may be employees of the Bank, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Related Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all actual and reasonable out of pocket expenses incurred by the Bank (including the fees, charges and disbursements of any counsel for the Bank), and shall pay all fees and time charges for attorneys who may be employees of the Bank, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Related Documents, including its rights under this Section, or (B) in connection with the Loans made, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) *Indemnification by the Borrower.* The Borrower shall indemnify the Bank and its Related Parties (each such Person being called an “*Indemnatee*”) against, and hold each Indemnatee harmless from, and shall pay or reimburse any such Indemnatee for, any and all losses, claims (including, without limitation, any environmental claims), damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnatee), and shall indemnify and hold harmless, each Indemnatee from, and shall pay or reimburse any such Indemnatee for, all fees and time charges and disbursements for attorneys who may be employees of any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any Person (including the Borrower), other than such Indemnatee and its Related Parties, arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Related Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any Subsidiary thereof, or any environmental claim related in any way to the Borrower, (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnatee is a party thereto, or (v) any claim (including, without limitation, any environmental claims), investigation, litigation or other proceeding (whether or not the Bank is a party thereto) and the prosecution and defense thereof, arising out of or in any way connected with the Loans, this Agreement, any other Related Document, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby, including without

limitation, reasonable attorneys and consultant's fees, *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any Subsidiary thereof against an Indemnitee for breach which breach constitutes gross negligence or willful misconduct of such Indemnitee of such Indemnitee's obligations hereunder or under any other Related Document, if the Borrower or such Subsidiary has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. The Indemnitee will use commercially reasonable efforts to notify the Borrower within 30 days of its obtaining actual knowledge of any claim or event occurring after the date hereof that would entitle such Indemnitee to indemnification pursuant to this Section; *provided* that the failure of such Indemnitee to notify the Borrower within such 30-day period shall not relieve the Borrower from any liability for payment of such indemnification.

(c) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by Applicable Law, the Borrower and the Bank each agree that it shall not assert, and hereby waives, any claim against any Indemnitee in the case of the Borrower and against the Borrower in the case of any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in clause (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby.

(d) *Payments.* All amounts due under this Section shall be payable promptly after demand therefor.

(e) *Survival.* Each party's obligations under this Section shall survive the termination of the Related Documents and payment of the obligations hereunder.

Section 9.12. Headings. Section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

Section 9.13. No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of the Bank in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Bank under this Agreement are cumulative and not exclusive of any rights or remedies which the Bank would otherwise have under any Related Document, at law or in equity.

Section 9.14. Entire Agreement. The Related Documents constitute the entire understanding of the parties thereto with respect to the subject matter thereof and any prior or contemporaneous agreements, whether written or oral, with respect thereto are superseded thereby.

Section 9.15. Construction. The parties hereto acknowledge and agree that neither this Agreement nor the other Related Documents shall be construed more favorably in favor of one than the other based upon which party, drafted the same, it being acknowledged that *all* parties hereto contributed substantially to the negotiation of this Agreement and the other Related Documents.

Section 9.16. Choice of Law; Submission to Jurisdiction. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS.

(b) EACH PARTY HERETO CONSENTS TO AND SUBMITS TO IN PERSONAM JURISDICTION AND VENUE IN THE STATE OF NEW YORK AND IN THE FEDERAL DISTRICT COURTS WHICH ARE LOCATED IN THE STATE OF NEW YORK. EACH PARTY ASSERTS THAT IT HAS PURPOSEFULLY AVAILED ITSELF OF THE BENEFITS OF THE LAWS OF THE STATE OF NEW YORK. THIS CONSENT TO AND SUBMISSION TO JURISDICTION IS WITH REGARD TO ANY ACTION RELATED TO THIS AGREEMENT. REGARDLESS OF WHETHER THE PARTY'S ACTIONS TOOK PLACE IN THE STATE OF NEW YORK OR ELSEWHERE IN THE UNITED STATES, THIS SUBMISSION TO JURISDICTION IS NONEXCLUSIVE, AND DOES NOT PRECLUDE EITHER PARTY FROM OBTAINING JURISDICTION OVER THE OTHER IN ANY COURT OTHERWISE HAVING JURISDICTION.

Section 9.17. Waiver of Venue. The Borrower and the Bank irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Related Document in any court referred to in clause (a) of this section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 9.18. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

(b) The covenants and waivers made pursuant to Section 9.16, 9.17 and this Section 9.18 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 9.19. USA PATRIOT Act Notice. The Bank hereby notifies the Borrower that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record

information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Bank to identify the Borrower in accordance with the Patriot Act. The Borrower hereby agrees that it shall promptly provide such information upon request by the Bank.

The Borrower shall (a) ensure that neither the Borrower nor any of its officers and directors is or will be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (“OFAC”) or the Department of the Treasury or included in any Executive Order that prohibits or limits the Bank from providing any funding or extending any credit to the Borrower or from otherwise conducting business with the Borrower and (b) ensure that the proceeds of any advance or extension of credit hereunder will not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

Section 9.20. Reversal of Payment. To the extent the Borrower makes a payment or payments to the Bank or the Bank receives any payment or proceeds which payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds repaid, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or proceeds had not been received by the Bank.

Section 9.21. Prior Understandings. This Agreement and the other Related Documents supersede all other prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

Section 9.22. Treatment of Certain Information; Confidentiality. The Bank agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent required or requested by, or required to be disclosed to, any rating agency, or regulatory or similar authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process; (d) to any other party hereto, in connection with the exercise of any remedies under this Agreement, under any other Related Document, or any action or proceeding relating to this Agreement, any other Related Document, or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder; provided that any such assignee, Participant, prospective assignee, prospective Participant, or actual or prospective party (or Related Party) will be informed of the confidential nature of such Information and instructed to

keep such Information confidential in accordance with the terms of this Section; (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the Credit Facility or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Credit Facility; (h) with the consent of the Borrower; (i) to Gold Sheets and other similar bank trade publications, such information to consist of deal terms and other information customarily found in such publications, *provided* that such disclosure shall only be made with the consent of the Borrower; (j) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Bank or any of its respective Affiliates on a nonconfidential basis from a source other than the Borrower; or (k) to governmental regulatory authorities in connection with any regulatory examination of the Bank or in accordance with the Bank's regulatory compliance policy if the Bank deems necessary for the mitigation of claims by those authorities against the Bank or any of its subsidiaries or Affiliates. For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary thereof relating to the Borrower or any Subsidiary thereof or any of their respective businesses, other than any such information that is available to the Bank on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary thereof; *provided* that, in the case of information received from the Borrower or any Subsidiary thereof after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own Confidential Information.

Section 9.23. EMMA Postings. In the event the Borrower files with EMMA, this Agreement, any other Related Document, or any description of the material terms hereof or thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule 15c2-12*") (each such posting, an "*EMMA Posting*"), the Borrower shall (i) provide the Bank with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Borrower acknowledges and agrees that although the Bank may request review, edits or redactions of such materials prior to filing, the Bank is not responsible for the Borrower's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule 15c2-12.

Section 9.24. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement or any other Related Document (and any interest and obligation in or under this Agreement or any other Related Document and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement or any other Related Document (and any such interest, obligation and property) were governed by the laws of the United States or a state of the

United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement or any Related Document are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement or such Related Document were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any other Related Document, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement or any other Related Document that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

(c) *Defined Terms.* As used in this Section 9.24:

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 9.25. Right of Setoff. If an Event of Default shall have occurred and be continuing, the Bank and its Affiliates are hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Bank or any such Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Related Document to the Borrower or its Affiliates, irrespective of whether or not the Borrower or its Affiliates shall have made any demand under this Agreement or any other Related Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch, office or any such Affiliate different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of the Bank and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Bank or its Affiliates may have. The Bank agrees to notify the Borrower promptly after any such setoff and application, *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 9.26. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification of this Agreement or of any Related Document), the Borrower acknowledges and agrees that: (a)(i) any arranging, structuring and other services regarding this Agreement and the Related Documents provided by the Bank or any Affiliate of the Bank are arm's length commercial transactions between the Borrower on the one hand, and the Bank and any Affiliate of the Bank on the other hand, (ii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and the Related Documents; (b)(i) the Bank and each Affiliate of the Bank is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any other Person and (ii) neither the Bank nor any Affiliate of the Bank has any obligation to the Borrower with respect to the transactions contemplated by this Agreement and the Related Documents, except those obligations expressly set forth herein; and (c) the Bank and each Affiliate of the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and neither the Bank nor any Affiliate of the Bank has any obligation to disclose any of such interests to the Borrower. To the fullest extent permitted by Applicable Laws, the Borrower hereby waives and release any claims that it may have against the Bank and each Affiliate of the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the transactions contemplated by this Agreement and the Related Documents.

Section 9.27. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original

business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to The hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

GUAM WATERWORKS AUTHORITY

By: _____
Name: _____
Title: _____

ROYAL BANK OF CANADA

By: _____

Name: _____

Title: _____

EXHIBIT A

FORM OF NOTICE OF BORROWING

Date: _____, _____

Royal Bank of Canada
[_____]

with a copy to:

Royal Bank of Canada
[_____]

Ladies and Gentlemen:

This irrevocable Notice of Borrowing is delivered to you pursuant to Section 2.4 of that certain Revolving Credit Agreement dated as of [_____], 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), between Guam Waterworks Authority(the “*Borrower*”) and Royal Bank of Canada, acting through a branch now located at 200 Vesey Street, New York, New York (together with its successors or assigns, the “*Bank*”). Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement. The Borrower requests that the Bank make Loans to the Borrower as specified below:

1. The Business Day of the proposed borrowing is _____, ____.
2. The aggregate amount of the proposed borrowing is \$ ____.
3. The Loan is to be comprised of \$ _____ of **[Daily Simple SOFR Loans][Base Rate Loans]**.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the proposed borrowing, before and after giving effect thereto and to the application of the proceeds therefrom:

- (a) the representations and warranties contained in Section 4 of the Credit Agreement are true and correct in all material respects; and
- (b) no Default or Event of Default shall have occurred and be continuing on the date hereof or after giving effect to the Loans to be made on the date hereof.

WITNESS my hand on this ____ day of _____, 20__.

GUAM WATERWORKS AUTHORITY

By: _____

Name: _____

Title: _____

EXHIBIT B

FORM OF NOTICE OF ACCOUNT DESIGNATION

Dated as of: _____, ____

Royal Bank of Canada
[_____]

with a copy to:

Royal Bank of Canada
[_____]

Ladies and Gentlemen:

This Notice of Account Designation is delivered to you pursuant to that certain Revolving Credit Agreement dated as of [_____], 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), between Guam Waterworks Authority(the "*Borrower*") and Royal Bank of Canada, acting through a branch now located at 200 Vesey Street, New York, New York (together with its successors or assigns, the "*Bank*"). Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement.

1. The Bank is hereby authorized to disburse proceeds from Loans into the following account(s):

ABA Routing Number: _____

Account Number: _____

[City, State]

2. This authorization shall remain in effect until revoked or until a subsequent Notice of Account Designation is provided to the Bank.

WITNESS my hand on this ____ day of _____, 20__.

GUAM WATERWORKS AUTHORITY

By: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF NOTICE OF PREPAYMENT

Royal Bank of Canada
[_____]

with a copy to:

Royal Bank of Canada
[_____]

Ladies and Gentlemen:

This irrevocable Notice of Prepayment is delivered to you pursuant to Section 2.5(c) of that certain Revolving Credit Agreement dated as of [_____], 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), between Guam Waterworks Authority(the “*Borrower*”) and Royal Bank of Canada, acting through a branch now located at 200 Vesey Street, New York, New York (together with its successors or assigns, the “*Bank*”). Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement.

1. The Borrower hereby gives notice that on _____, ____ it will make a prepayment under the Credit Agreement in the aggregate principal amount of _____ Dollars (\$_____).

2. The Loans and the amounts of such Loans to be prepaid are **[check each applicable box and fill in the amount of each Loan being prepaid]**

☐ Daily Simple SOFR Loans (\$_____)

☐ Base Rate Loans (\$_____)

WITNESS my hand on this ____ day of _____, 20__.

GUAM WATERWORKS AUTHORITY

By: _____

Name: _____

Title: _____

EXHIBIT D

FORM OF NOTICE OF CONVERSION

Dated as of: _____

Royal Bank of Canada
[_____]

with a copy to:

Royal Bank of Canada
[_____]

Ladies and Gentlemen:

This irrevocable Notice of Conversion (this “*Notice*”) is delivered to you pursuant to Section 2.4(c) of that certain Revolving Credit Agreement dated as of [_____], 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), between Guam Waterworks Authority (the “*Borrower*”) and Royal Bank of Canada, acting through a branch now located at 200 Vesey Street, New York, New York (together with its successors or assigns, the “*Bank*”). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

This Notice is submitted for the purpose of: (Check one and complete applicable information in accordance with the Credit Agreement)

- ☐ CONVERTING ALL OR A PORTION OF A BORROWING OF DAILY SIMPLE SOFR LOANS AS BASE RATE LOANS
- ☐ CONVERTING ALL OR A PORTION OF A BORROWING OF BASE RATE LOANS AS DAILY SIMPLE SOFR LOANS⁶

⁶ Subject to Section 2.10 of the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Conversion on _____, _____.

GUAM WATERWORKS AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE
[___ QUARTER 20___] [FISCAL YEAR END 20___]

Royal Bank of Canada
[_____]

with a copy to:

Royal Bank of Canada
[_____]

I am the chief financial officer of Guam Waterworks Authority (the "*Borrower*") and under the terms of that certain Revolving Credit Agreement dated as of [_____], 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), between the Bank and the Borrower, I certify that:

1. The attached financial statements of the Borrower from _____, 20__ through _____, 20__ are true and correct and have been accurately prepared in accordance with GAAP **[and are fairly stated in all material respects (subject to normal year-end audit adjustments) consistently with the Borrower's most recent annual financial statement];** and

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a review of the transactions and condition (financial or otherwise) of the Borrower during the accounting period covered by the attached financial statements.

3. A review of the activities of the Borrower during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Borrower performed and observed all its Obligations under the Related Documents, and

[select one:]

[to the best knowledge of the undersigned during such fiscal period, the Borrower performed and observed each covenant and condition of the Related Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

--or--

[the following covenants or conditions have not been performed or observed and the following is a list of each such Default or Event of Default and its nature and status:]

4. The representations and warranties of the Borrower contained in Section 4 of the Agreement are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in Section 4.4 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 6.1(i)(a) of the Agreement, including the statements in connection with which this Certificate is delivered.

Delivery of an executed counterpart of a signature page of this Certificate by fax transmission or other electronic mail transmission (*e.g.* “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____,
_____.

GUAM WATERWORKS AUTHORITY

By: _____
Its: _____

