

PORT OF GUAM

ATURIDAT I PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

1026 Cabras Highway, Suite 201, Piti, Guam 96925

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: www.portguam.com



July 8, 2021

MEMORANDUM

To:

All Marina Tenants and Port Users

From:

Rory J. Respicio, General Manager

Subject:

Policy Memorandum No. 2021-01, Procedures & Requirements for the Loading

Pomolespices

& Unloading of Commercial Cargo at the Port Authority of Guam Gregorio

D. Perez Hagatna Marina

Hafa Adai! Attached for your guidance and use is Policy Memorandum No. 2021-01, Subject: Procedures & Requirements for the Loading & Unloading of Commercial Cargo at the Port Authority of Guam Gregorio D. Perez Hagatna Marina.

The purpose of this policy is to establish operating instructions for the import and export of commercial cargo at the Gregorio D. Perez Hagatna Marina and to clearly identify those areas to support such activity at the marina.

Should you have any questions regarding this policy, please feel free to contact me at 477-5931-4, extensions 302 or 303. Si Yu'os Ma'ase,

Attachments

Cc:

Port Division Heads

Commander, U.S. Coast Guard

Director, Guam Customs & Quarantine Agency

Director, Guam Police Department



PORT OF GUAM

ATURIDAT I PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

1026 Cabras Highway, Suite 201, Piti, Guam 96925

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: www.portguam.com



POLICY MEMORANDUM NO. 2021-01

To: All Marina Tenants and Users	Subject: Procedures and Requirements for						
	the Loading and Unloading of Commercial						
	Cargo at the Port Authority of Guam						
	Gregorio D. Perez Hagatna Marina						
Effective Date:	Revision Date:						
July 8, 2021							
Approved by:	6 N						
RORY J. RESPICIO, General Manager							
RORY J. RESPICIO, General Manager							

I. <u>LEGAL MANDATES</u>:

- A. Title 10, Guam Code Annotated, Chapter 12, established the Port Authority of Guam as a public corporation and autonomous instrumentality of the Government of Guam which shall provide for the needs of ocean commerce, shipping, recreational and commercial boating, and navigation for the Territory of Guam.
- B. Title 5, Guam Code Annotated, Division 7, Chapter 73, Customs & Quarantine Agency, Section 73115. Place of Unloading, stipulates "It shall be unlawful to make entry of any vessel or to unload the cargo or any part thereof of any vessel elsewhere than at the port of Apra Harbor, the Commercial Port or the Agana Boat Basin." (Public Law 24-195 renamed the Agana Boat Basin to Gregorio D. Perez Marina.)
- C. Title 10, Guam Code Annotated, Division 3, Chapter 69, Boating, Section 69128. Enforcement, states:
 - "(a) Authority to stop and board. Any person empowered to enforce the provisions of this Act and of any rule or regulation adopted pursuant thereto shall have the authority to stop and board any vessel subject to this Act for the purpose of inspection or determining compliance with this Act or any such rule or regulation, and is empowered to issue a summons for appearance in court or before a magistrate for all violations of this Act or of the rules and regulations prescribed thereunder. Vessels of law enforcement personnel shall be marked to identify them as designated enforcement vessels.

Page 2

Subject: Procedures and Requirements for the Loading and Unloading of Commercial Cargo at the Port Authority of Guam Gregorio D. Perez Hagatna Marina

- (c) Authorization of enforcement officers. Any person employed or elected by this Territory whose duty is to preserve the peace or to make arrest or to enforce the law is empowered to enforce the provision of this Act. The Guam Police Department shall be the primarily responsible for enforcement of this Act and rules and regulations issued thereunder."
- II. <u>PURPOSE</u>: To establish operating instructions for the import and export of commercial cargo at the Gregorio D. Perez Marina and to clearly identify those areas to support such activity the marina facility.
- III. <u>PROCEDURES</u>: The following procedures will be adhered in order to import or export commercial cargo at the Gregorio D. Perez Marina in Hagatna:
 - A. <u>Shipping Agent:</u> If the vessel owner desires a vessel agent, the designated agent will be responsible for completing the "Declaration of Acceptance of Agency ship" form (Exhibit 1) and submit such form to the Harbor Master's Office. The agent will, on the vessel owner's behalf, confirm the area to be used for cargo activity and date and time of the operation with the Port.
 - B. <u>Self-Proprietor</u>: Should the vessel owner choose not to engage with a Shipping Agent, they are required to complete a Business Credit Application and Agreement form, which must be approved by the Port General Manager.
 - C. Notice of Arrival/Departure: The vessel owner shall contact the Commercial Division via email or through telephone and request for a confirmed dock slip for their cargo operation. Once that information is provided, an Advanced Notice of Arrival/Departure form (Exhibit 2) must be completed and submitted to the Harbor Master's Office located at the 3rd floor of the Port Administration Building or via email at hmo@portofguam.com at least 48 hours prior to arrival/departure. The form shall include the following information:
 - 1. Vessel name
 - 2. Voyage number
 - 3. Make
 - 4. Model
 - 5. LOA
 - 6. Width
 - 7. Operator of vessel
 - 8. Gross ton

Page 3

Subject: Procedures and Requirements for the Loading and Unloading of

Commercial Cargo at the Port Authority of Guam Gregorio D. Perez

Hagatna Marina

- 9. Call sign
- 10. Flag
- 11. Last Port
- 12. Next Port
- 13. Number of Crew
- 14. Number of Passenger
- 15. Vessel Weight Capacity
- 16. Description of Cargo
- 17. Purpose of Call
- 18. Estimated time of arrival Breakwater
- 19. Estimated time of arrival Dockside
- 20. Berth
- 21. Estimated Departure Time
- 22. Confirmed dock slip issued by Commercial Division
- 23. Primary Contact Information

The form must be signed by the vessel owner or his/her authorized designee.

- D. <u>Crew & Passenger Manifest:</u> The Crew and Passenger Manifest is to include:
 - 1. full name
 - 2. date of birth
 - 3. gender (male or female)
 - 4. citizenship
 - 5. country of residence
 - 6. status on board the vessel
 - 7. travel document (passport or alien registration card)
 - 8. if passport: number and country of issuance
 - 9. if alien registration card number
 - 10. physical address while in Guam
 - 11. vessel name and voyage number
 - 12. date of vessel arrival

The manifest for crew and passenger shall be separated and distinguishable.

E. Required Documents & Dissemination of Such Documents: Along with the Advanced Notice of Vessel Arrival/Departure, the following documents must be first approved by Customs and submitted to the Harbor Master:

Page 4

Subject: Procedures and Requirements for the Loading and Unloading of
Commercial Cargo at the Port Authority of Guam Gregorio D. Perez
Hagatna Marina

- 1. Cargo Manifest Inbound and Outbound (type and weight of cargo)
- 2. Crew and Passenger Manifest

Undocumented crew and/or passenger(s) will be detained and U.S. Customs and Border Protection Agency will be contacted to determine the disposition of the individual(s).

If the load lists contain hazardous materials (e.g. propane tanks, etc.) or vehicles, the vessel owner must obtain clearance from the U.S. Coast Guard prior to loading such materials or vehicles on the vessel.

Copies of the cargo and passenger manifest shall be provided to Guam Commercial Division, Guam Customs & Quarantine Agency and Guam Police Maritime Division.

Commercial Division will be responsible for the issuance of the cargo activity permit.

- F. Responsibilities of Law Enforcement Authorities: The responsibilities of:
 - 1. Guam Customs & Quarantine Agency will inspect and validate the commercial cargoes against the load lists, as well as, crew and passenger manifests.
 - 2. Guam Police Department Maritime Division will be responsible to ensure that the weight of the cargoes do not exceed the load capacity of the vessel.
 - 3. U.S. Coast Guard approval will be required to determine if the vessel is capable of loading hazardous materials, if necessary.
- G. <u>Commercial Cargo Permit:</u> Upon receipt of the documents, Commercial Division will prepare for the Cargo Activity Permit. The permit will indicate the location the cargo activity is to take place at the Gregorio D. Perez Marina; date and time the vessel is to arrive; and date and time the vessel is to depart.

Once the Commercial Cargo Permit is issued and operational location confirmed, the vessel owner <u>CANNOT</u> shift his vessel to another location within the marina to conduct cargo activity without obtaining permission from the Harbor Master, Commercial Division and clearance from Guam Customs & Quarantine Agency.

H. Government Clearance Stamps & Identification: The vessel owner will be responsible to obtain the following clearances (stamp) that will be notated on the Permit.

Page 5

Subject: Procedures and Requirements for the Loading and Unloading of Commercial Cargo at the Port Authority of Guam Gregorio D. Perez

Hagatna Marina

1. Government of Guam Customs & Quarantine Agency

2. Port Authority of Guam Harbor Master

A copy of the completed permit, with the necessary clearances, must be provided to the Commercial Division. The Permit Holder shall also have on possession a copy of the Permit through the duration of the loading and unloading operation.

- I. <u>Financial Obligation</u>: Prior to any type of cargo activity to occur at the Gregorio D. Perez Marina, the vessel owner must establish an account with the Tariff Section of the Finance Division of the Port. The vessel owner will be required to submit a Business Credit Application and Agreement form (Exhibit 3). The Port's Credit Policy and Procedures are also attached for your information.
- J. Tariff Charges: The tariff charges to be assessed are as follows:
 - 1. Inbound:
 - a. Wharfage: \$5.02 per revenue ton
 - b. Facility Maintenance Fee: \$1.88 per revenue ton
 - c. Security Fee: \$0.14 per revenue ton
 - 2. Outbound:
 - a. Wharfage: \$2.50 per revenue ton
 - b. Facility Maintenance Fee: \$1.88 per revenue ton
 - c. Security Fee: \$0.14 per revenue ton
 - 3. Passenger
 - a. Arrival: \$5.02 each
 - b. Departure: \$5.02 each
 - c. Security Fee: \$1.43 each (for inbound passenger only)
- K. <u>Areas Designated for Cargo Activity & Designated Hours/Days</u>: The following areas will be designated for cargo activity within the Gregorio D. Perez Marina:
 - 1. Inner Wall
 - 2. South West Ramp

Designated hours for such cargo activity will be from 0800 hours to 1700 hours, Monday to Friday.

Page 6

Subject: Procedures and Requirements for the Loading and Unloading of Commercial Cargo at the Port Authority of Guam Gregorio D. Perez Hagatna Marina

L. <u>Notification of Entry</u>: The vessel captain shall notify the Harbor Master's Office prior to entry or leaving the Gregorio D. Perez Hagatna Marina via the VHF Channel 13 radio or by calling (671) 477-8697 or (671) 477-5931 extension 333.

The vessel will be restricted from entering the marina <u>until a confirmed dock space</u> has been provided by the Commercial Division; or shall remain moored safely in the Outer Basin until such time dock assignment is confirmed.

- M. <u>Inclement Weather</u>: In the event of pending or passing inclement weather, the Port Harbor Master will decide whether commercial cargo activity at the marina is to cease or resume.
- N. <u>Violations</u>: Any vessel owner found to be in violation of this policy may face fines and further may be prohibited from conducting any commercial cargo activity at the Port of Guam marinas.



PORT OF GUAM

ATURIDAT I PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

1026 Cabras Highway, Suite 201, Pitti, Guam 96925

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: www.portgum.com



EXHIBIT 1

DECLARATION AND ACCEPTANCE OF AGENCYSHIP

Be it known that	is and hereby acts as an Agent for the							
vessel	and Voyage Number							
arriving on or about	The aforementioned, as Agent accepts							
responsibilities for charges incurred by the about vesse	l due to the Port Authority of Guam. As							
such, all bills so incurred by this vessel shall be charge	d to the Agent and all charges shall be due							
no later than (30) days from the date of such billing pre	esentation to the Agent.							
This Declaration and Acceptance of Agencyship	hereby grants authorization to the Port							
Authority of Guam to process Service Request and	other request for aforementioned vessel							
voyage. Pursuant to the Port Terminal Tariff Section	II, Rule 1 (b) – Any Agent whose request							
through the Harbor Master for "Acceptance of Agend	cyship" for any vessel will be responsible							
for all charges and until the account is satisfied fi	nancially, only then can Agencyship be							
terminated. An Agent may not relinquish Agencyship	of vessels while such vessel is in the Port.							
AGENCY	PORT AUTHORITY OF GUAM							
SIGNATURE	SIGNATURE							

EXHIBIT 2

SIGNATURE **

ADVANCE NOTICE OF VESSEL ARRIVAL / DEPARTURE

COMPANY NAME:			
	DATE:	REVISION:	
SEL NAME:		VOYAGE:	
GISTRATION NO.:		CALL SIGN:	
KE:		FLAG:	
DDEL:		LAST PORT:	
DA:		NEXT PORT:	
DTH:		NO. OF CREW:	
PERATOR OF VESSEL:	84	NO.OF PAX:	
ROSS TON:		VESSEL WEIGHT CAPACITY:	
SCRIPTION OF CARGO:			
RPOSE OF CALL:			
	Đ		
FA B/W:		-	
TA DOCKSIDE:		PRIMARY CONTACT INFO	
ERTH:		CONTACT NAME:	
TD:		PHONE NUMBER :	

PORT AUTHORITY OF GUAM (PAG) CREDIT POLICY AND PROCEDURES

OBJECTIVE:

To establish credit and collection policies and procedures that will maximize the enforcement/collection of tariff charges and to minimize the risks associated with bad debts.

In order to efficiently administer the credit management function, the following procedures and policies must be adhered to at all times.

A. TERMS OF INVOICE/FINANCE CHARGES/OTHERS:

Customer Charges. Agents/ Regular Port Users

Net 30 Days - The net amount on the face of the invoice is due 30 days from the date of the invoice.

0.25% - The agent is authorized to retain one-fourth of one percent (0.25%) of all charges assessed against cargoes to defray the cost of collecting documentation and monies on behalf of the Port Authority.

New Customers – Advance payment is collected from new customers for any services, or combination of services, as provided in the Tariff before services are rendered.

<u>Finance Charge.</u>- A 2% finance charge monthly will be assessed on past due invoices. Finance charges will not be assessed against disputed portions of any invoice. Such disputes shall not constitute reason for non-payment of the non-disputed portion of the invoice. If a disputed invoice has been denied, finance charges will begin to be assessed ten (10) working days from the date of the denial.

<u>Delinquent Accounts.</u>—Any invoice unpaid for a period of thirty (30) calendar days from the date of invoice is delinquent. The Port shall remove any agent or customers from the credit list should they become delinquent for three successive months except in cases where a bonafide dispute is being investigated. Accounting Section will provide every month a list of customers on credit that are delinquent to the Controller and the General Manager.

<u>Lack of Payment</u> – Customers that have refused to pay valid Port invoices may have services suspended until all payments are received.

Returned Checks Fee. A \$50 service charge will be assessed for all checks returned by our bank for insufficient funds and closed accounts each time the check is returned.

B. <u>CREDIT INVESTIGATION:</u>

Before credit is extended, the customer's credit standing shall be evaluated and analyzed to reduce the potential for bad debt losses and to ensure timely payment of invoices.

This evaluation process includes gathering information, analyzing it, and applying sound business judgment to determine the appropriate level of credit that may be extended, to include:

- Credit Application Form Verify the validity and credibility of information provided by applicant. Customer must provide PAG with a written authorization to inquire and obtain information regarding customer accounts.
- 2. Bank and Other Business References Since the customer's bank is another source of useful information, a request for account verification signed by the customer must be obtained for the bank to legally provide information as to the customer's average balance in its checking payment history and security, if any.
- Financial Statements The customer's balance sheet and income statement shall be analyzed and evaluated prior to credit extension. Analysis may include ratio and cash flow analysis to determine the solvency, liquidity and stability of the potential customer.
- 4. Personal Guarantee Customer may be required to provide a signed agreement by the shareholders to personally guarantee amount owed to the Port.

The following types of customers must adhere to the requirements set forth below when applying for a credit line with the Port Authority of Guam:

- New Applicants
 - a] A Port customer who regularly transacts business with the Port and wishes to apply for credit must submit the following required documents:
 - I. PAG Credit Application
 - II. Audited Financial Statements for the past two (2) years.
 - III. Bond or irrevocable letter of credit from a financial institution doing business in Guam equivalent to the amount of expected charges to be incurred within a ninety-day period.
 - IV. Articles of Incorporation, Partnership Agreement
 - V. Business License

- b] A credit review committee composed of the General Accounting Supervisor, Assistant Controller and Controller will:
 - I. Assess the creditworthiness of applicants.
 - II. Determine the credit limits to be granted to the new customer. This credit limit shall be based on 90 days turnover of the customer.
 - III. Ensure that letter of credits are furnished or cash collateral deposited.
 - IV. Forward the credit application to the General Manager with their recommendations for final approval.

2. Existing credit customers

- a] Agents/Regular Port Customers that have an existing credit position with the Port required to submit the following documents every year:
 - I. Current audited financial statements and annual reports shall be to shareholders.
 - II. PAG Renewal Credit Application
 - III. Bond or irrevocable letter of credit from a financial institution doing business in Guam equivalent to the amount of expected charges to be incurred within a ninety-day period.
 - IV. Business License for the current year
- b] A Credit Committee will:
 - I. Review the credit standing and payment history of the customers for the past year.
 - II. Review the most current audited financial statements to assess customers' current financial condition.
 - III. Review agent credit limits granted where necessary.
 - VI. Ensure that letter of credits are renewed.
 - V. Make recommendations and send documents to General Manager for final approval.

Note: The General Manager may waive the required letter of credit from the bank for the year being renewed if the customer has a favorable rating from the committee.

COLLECTION POLICY AND PROCEDURES

The following collection methods and procedures shall be adhered to at all times:

 Phone Calls - Aggressively pursue collection of outstanding receivables that are over 30 days through phone calls.

2. Monthly Statements – Customers monthly statements should be sent every end of the month to remind customers of any pending invoices that remains to be unpaid.

 Warning Letters - Aggressively remind customers that have delinquent invoices over 60 days by sending collection letters. The series of letters becomes stronger in tone as length of time of delinquency increases.

4. Customer Visits – Although customer visits are time consuming, they become effective collection tools to obtain more information face to face as to the status of customer's financial condition. A payment plan can also be arranged, as long as both parties agree. A notarized promissory note may also be acceptable.

5. <u>Documentation</u> — Collection officer must document all actions and communications that transpire with the customer during their process of collection. JD Edwards system has a feature called "Promises, Promises" to log in what has been done and the status of each account.

 Lack of Payment - Customers that have refused to pay valid Port invoices may have services suspended until all payments are received.

 Legal Action – Turn over delinquent customer invoices to Legal Counsel for action only after all other collection measures have been taken or exhausted with concurrence of the Controller and General Manager. Accounts turned in must exceed the cost of 2.5 hours of legal counsel fees.

MANAGEMENT REPORTS:

To enhance the Port Authority ability to manage its accounts receivable, management reports shall be generated on a timely basis.

The following list of reports will be analyzed periodically to ensure the effectiveness of these credit/collection policies:

1. Accounts Receivable Aging Reports:

This report shows total receivables broken into several age categories by customer, major shipping lines and shipping agents.

Delinquent Status Reports:

This report generally provides an up-to-date status of collection activities of delinquent accounts. And accounts referred to legal counsel for collections.

3. Bad Debt Losses Report:

This report contains the cumulative bad debt losses to date, detailed by customer, major shipping lines and shipping agents, if any. This information shall be used to determine and understanding the overall profitability and riskiness of specific accounts to include shipping line and shipping agent customers.

RESPONSIBILITY AND APPROVAL

Final credit approval and administration of credit policies and procedures reside with the General Manager who delegates day-to-day administration to the Controller.

Port Authority of Guam BUSINESS CREDIT APPLICATION AND AGREEMENT (Guaranty)

Tell Us About Your Credit Request

		_				_			
Amount Requested: \$					Purp	ose (plea	se desc	ribe)	
increase Credit To:		0	Line of	f Credit					
S	<u> </u>								
Tell Us About	Your Bus	iness					9-1		
Legal Name of B	usiness		DBA Nat	me		Nature of	Business	Fede	ral Tax ID No. or SSN
Mailing Address (S	itreet, City, Si	ate, Zip)							
Business Address,	if Different fr	om Mailing	Address (include add	resses of a	ll business	locations)		
Annual Gross Sales S	/Revenues	No. of em	ployees	Business E Month:	stablished Year	Years Yo Month		Business ar	Business Phone
Business Type (check one)	☐ Corpora ☐ General			l Liability C l Partnership		O Sole Pr		ιip	
Industry Type (check one)	☐ Agricult☐ Busines.☐ Constru	Service .	Consult Fishing	8	☐ Manufacturing ☐			leum l sm	Transportation Wholesale Other
Tell Us About	Your Ban	king and	Busines	is Referei	nces (A1	tach a se	parate	sheet,	if necessary.)
Business Deposit A	.ccount(s) ancial Institut		1	A	California Ti		7		Balance
Manue of Lin	ancial institut	TOM		Account or	DELAICE 1	урс			Balance
			-				+		
Tell Us About sheet if necessary	iry.)	Ali owne	rs and p	Date of Bi		nership n	nust be	listed.	Attach a separate
				Date Of Bi	1.2				
Residence Street A	ddress				0 rent				
City, State, Zip				Social Sec	urity Num	ber			Account C no
How long at this a	ddress? !	How long	have you l	ived in Gua	m?		Percent	age of Bu	isiness You Own
Monthly Income \$ +	<u> </u>	+	\$		+\$	+\$		2=	
Salary & Wages *Alimony, child s repaying this obliga	upport, or sep								Gross Monthly Income a it considered as a basis for
List all other o									
Name	(first, middle	initial, last)		Date	of Birth	Social:	Security N	lumber	Percentage of Ownership
					+				
List additional nam	es and inform	sation on se	parate she	et .					
The Following Do (May not be requi							require a	dditions	l information.)
Supporting Docum				sts over \$50 Proprietors		nay require	additions	al inform	ation)

Personal Financial Condition (All owner(s) and general partner(s) must complete. Attach a separate shret if necessary.)

ASSES AMOUNT Financial Institution Savings Account(s) Other Deposit (detail) Vested Interest – Profit Shring Listed Stocks and Bonds Cash Value Life Insurance Location Cash Value of Proprietoriship or Partnership Coher Assets (describe) [8] Total Liabilities [Coher Assets (describe) [8] Total Liabilities [8] Total Liabilities and Net Worth [8] Public Company Coher Assets (describe) [8] Total Liabilities and Net Worth [8] Public Company Coher September Value of Proprietoriship or Partnership Company Coher Assets (describe) [9] Total Liabilities and Net Worth [9] Purchased Company Coher Company Coher Value of Proprietorish or Partnership Company Coher Value Liabilities and Net Worth [9] Purchased Company Coher Value Coher Value Company Coher Value	As of							
Checking Account(s)					Liabilities		Amo	unt
Debter Deposit (detail)			133					T
Lested Stocks and Bonds Cash Value Life Insurance Into life Ensurance Into life Ensur				Amount Du	to Others (detai	d)	-	Ŧ
Lested Stocks and Bonds Cash Value Life Insurance Into life Ensurance Into life Ensur	Other Deposit (detail)			-				+-
Losts Value Life Insurance In the Strate (termize below) Mortgages on Real Estate (termize below) Mortgages on Real Estate (termize below) Mortgages on Real Estate (termize below) Automobile Year Make Automobile Year Make Automobile Year Make Value of Proprietorship or Partmership Other Assets (describe) (B) Total Liabilities (C) Net Worth (A minus B) Teal Liabilities and Net Worth (B) plus C) Real Estate — Unless otherwise noted, is in the name(s) of Location (Street Address, City, State, and Zip) Purchased Company Owing Balance Monthly Rental Income (Street Address, City, State, and Zip) Purchased Company Owing Payments ((If Applicable Agreement to Terms and Conditions Agreement for Terms and Conditions of the Applications and provide rerick barrance and approved to approved and provide rerick barrance and provide rerick barranc							-	+
Loss on Life Insurance	Vested Interest - Profit Sharing							┿
Real Estate (nemize below) Automobile Year Make Value of Proprietorship or Parmership Other Assets (describe) (B) Total Liabilities (C) Net Worth (A minus B) Teal Liabilities and Net Worth (B) plus C) Real Estate — Unless otherwise noted, is in the name(s) of Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Payments (If Application (Street Address, City, State, and Zip) Payments (If Application (Street Address, City, State, and Zip) Payments (If Application (Street Address, City, State, and Zip) Payments (If Application (Street Address, City, State, and Zip) Payments (If Application (Street Address, City, State, and Zip) Payments (If Application (Street Address, City, State, and Zip) Payments (If Application (If Application (If Application (If Application (If Applicatio								╫
Real Estate (itemize below) Mintragages on Real Estate (itemize below) Mintragages on Real Estate (itemize below) Automobile Year Make Automobile Year Make Value of Proprietorship or Partnership Other Assets (describe) (B) Total Liabilities (C) Net Worth (A misus B) Total Liabilities and Net Worth (B plus C) (B) Total Liabilities and Net Worth (B plus C) Agreement In Terms and Conditions Each person() signing this Application certifies that (i) the Application and the agreements of forth or referred to berein on behalf of the business small above (the "Application" and (ii) the Application for business order only and not consensor credit, and (iii) to berein on behalf of the business small above (the "Application" and (ii) the Application for business order only and not consensor credit, and (iv) to be the new behalf of the business small above (the "Application" and (ii) the Application for business order only and not consensor credit, and (iv) to be the new behalf of the business small above (the "Application" and (ii) the Application for business order only and not consensor credit, and (iv) to be the consensor of the consensor credit and the agreements of forth or referred to between on behalf of the business small above (the "Application" and (ii) the Application for business order only and not consensor credit, and (iv) to be the consensor of the consensor credit and (iii) the Application for business order only and not consensor credit and (iii) the Application for business order the provide credit business of the Application				Loans on Lif	c Insurance			+
Automobile Year Make Automobile Year Make Automobile Year Make Automobile Year Make Value of Proprietorship or Parmership Other Assets (describe) (B) Total Liabilities (C) Net Worth (A minus B) (A) Total Assets (B) Blus C) Real Estate — Unless otherwise noted, is in the name(s) of Real Estate — Unless otherwise noted, is in the name(s) of (Sureet Address, City, State, and Zip) Purchased Company Owing Payments (If Applicable Agreement to Terms and Conditions Each person(s) signing this Application certifies that (s) she is authorized to research and deliver this Application and the agreements set forth or referre to berein on behalf of the business manded above (the "Applicane"), and (s) the Application for beamess credit only and one consener credit, and (s) in the form other subsidieric of Port Authority of Game Information relating to the Application for beamess credit only and one consener credit, and (s) in the control of the policy of the polic			_	Martenana	n Dani Enters			+
Automobile Year Make Value of Proprietoriship or Partnership Other Assets (describe) (B) Total Liabilities (C) Net Worth (A minus B) Total Liabilities and Net Worth (B) plus C) Real Estate — Unless otherwise noted, is in the name(s) of Location (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Application (If Application for referre to here to the control of the c			_				1	
Value of Proprietoriship or Partnership Other Assets (describe) (B) Total Liabilities (C) Net Worth (A minus B) Total Liabilities and Net Worth (B) plus C) (A) Total Assets (B) Formal Liabilities and Net Worth (B) plus C) (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Applicable Payments (If Applicable Company Owing Payments (If Applicable Payments (If Applicable Company Owing Payments (If Applicable Payments (If Applicable Agreement to Terms and Conditions Each pervoid) is igning this Application certifies that (i) the is authorized in secure, and deliver this Application and the agreements set forth or referre to berns un behalf of the bisaness ramed shove (the "Applicat"), and (ii) the Application for bisaness credit only and not consumer credit, and (iii) in Anture, no bean consumer credit reports in his/her rame(b) as individual, to obtain bisaness credit only and not consumer credit, and obtain from other subsidiaries of Priva Authority of Guma information absone to the Application of the Application o	Automobile Year Make							1
Other Assets (describe) (B) Total Liabilities (C) Net Worth (A minus B) Total Liabilities and Net Worth (B) plus C) (A) Total Assets (A) Total Assets (A) Total Assets (B) Total Liabilities and Net Worth (B) plus C) (Street Address, City, State, and Zip) Date Company Owing Payments (If Applicable Company Owing Payments (If Applicable Agreement to Terms and Conditions Each person(s) signing this Application certifies that (i) sibr is authorized to execute and deliver this Application and the agreement set forth or referre to berran on behalf of the business ananed above (the "Applican", and (ii) the Applications for business credit only and not consumer credit, and (iii) a noformation and documents submitted are true, correct, and complies. The signer(s) subnovarse Port Authority of Count (PAG) both now and in the thurse, to obtain consumer reads reports in shafter ananely as and windows to be the propriet of the consumer reads in the propriets in shafter ananely as and windows to the content with information about PAG 1: a subrelants, to obtain scales and conditions, and obtain from other usbaldieries of Port Authority of Guenn information relating to the Applicant's fancinate condition, and to provide credit bureaux and obtain from other usbaldieries of Port Authority of Guenn information relating to the Applicant's fancinate including the provided to the consumer credit required to the propriets of the p	Automobile Year Make					<u> </u>		\pm
(A) Total Assets (B) Total Liabilities (C) Net Worth (A misus B) Total Liabilities and Net Worth (B plus C) Location (Street Address, City, State, and Zip) Purchased Company Date Mortgage Balance Monthly Remail Income (Street Address, City, State, and Zip) Purchased Company Owing Payments (If Applicable Company Owing Payments (If Applicable Remail neone (If Applicable Company Owing Payments (If Applicable Remail neone (If Applicable Company Owing Payments (If Applicable Remail neone (If Applicable Company Owing Payments (If Applicable Remail neone (If Applicable Company Owing Payments (If Applicable Remail neone (If Applicable Remail neone (If Applicable Company Owing Payments (If Applicable Remail neone If Application If If Application If If Application If If Application If I	Value of Proprietorship or Partnership			-			 	╀
(A) Total Assets Total Liabilities and Net Worth (B plus C)	Other Assets (describe)			-				+
Real Estate — Unless otherwise noted, is in the name(s) of Location (Street Address, Ciry, State, and Zip) Date Company Owing Mortgage Balance Owing Monthly Rental income (If Applicable Agreement to Terms and Conditions Each person(s) signing this Application certifies that (s) after a subcorrect or exercise and deliver this Application and the agreement set forth or referre to here in the balant of the business among above the consumer credit reports up of the many person of the form of the subclassics of the business credit reports up of them (PAP) below the obtains to be balant of the business among the subclassics of the subclassics are delivered to the person of the subclassics of the subclassics and the control of the subclassics of the subclassics of the subclassics and the control of the subclassics of the subclassic				(B) Total Li	abilitles			+
Real Estate – Unless otherwise noted, is in the name(s) of Location (Sureal Address, City, State, and Zip) Date Mortgage Balance Monthly Rental Income (Sureal Address, City, State, and Zip) Purchased Company Owing Payments (If Applicable Purchased Company Owing Payments (If Applicable Agreement to Terms and Conditions Each person(s) signing this Application certifies that (s) she is authorized to execute and deliver this Application and the agreements set forth or refere to herise on behalf of the business named above (the "Applicant"), and (si) the Applications for business rentel in only and not consumer credit in a consumer credit in the part of the significant of the properties of the properties of the properties of the fature, to obtain consumer credit reports in his/her name(s) as individuals, to obtain business credit reports on the Applicant, and others with information above PAGT experience with Applicants in the Application in the properties of the business in consumer credit in the properties of the properties				(C) Net Wor	th (A minus B)			╁
Real Estate — Unless otherwise noted, is in the name(s) of Location (Street Address, City, State, and Zip) Date Mortgage Company Date Mortgage Balance Monthly Payments Agreement to Terms and Conditions Each person(s) signing this Application certifies that (i) she us authorized to execute and deliver this Application and the agreement set forth or referre to berrien use held of the business amend above (the "Applican"), and (ii) the Applications for business credit roby and not consumer credit mortgars in histher amen(s) as individuals, to obtate business credit roby to the Application and the agreements set forth or referred to berrien use held of the business amend above (the "Applicant"), and (ii) the Applications for business credit ropots to the Applicant for a manufact are true, correct, and complete. The siper(s) sudviriances for Authority of Guenn (PAG) both now and in the obtains on consumer credit inports in histher amen(s) as individuals, to obtain business credit ropots to the Applicant and the Agreement and the Applicant and Applicant and the Applican					ities and Net Wo	erth		+
Agreement to Terms and Conditions Each person(s) signing this Application extiffes that (i) she is authorized to execute and deliver this Application and the agreements set forth or refere to bersin on behalf of the business araned above (the "Applicatio"), and (ii) the Applications for business credit only and not consumer credit, and (iii) a unformation and documents submitted are use, correct, and complete. The signer(s) submixers from Authority of Guam (PAG) both now and in the human, to about measured credit in propriate in higher annual) as individual, to obtain human secredit reports on the Application and the Applications for business credit reports to the Application and the Application of the Application of the Application and the Application and the Application and the Application and the Application of the Application and	(A) Total Assets	_		(B plus C)				┺
Agreement to Terms and Conditions Each person(s) signing this Application extiffes that (i) she is authorized to execute and deliver this Application and the agreements set forth or refere to bersin on behalf of the business araned above (the "Applicatio"), and (ii) the Applications for business credit only and not consumer credit, and (iii) a unformation and documents submitted are use, correct, and complete. The signer(s) submixers from Authority of Guam (PAG) both now and in the human, to about measured credit in propriate in higher annual) as individual, to obtain human secredit reports on the Application and the Applications for business credit reports to the Application and the Application of the Application of the Application and the Application and the Application and the Application and the Application of the Application and	Real Estate - Unless otherwise noted	is in the name	(e) of				!	上
Agreement to Terms and Conditions Each person(s) signing this Application certifies that (i) she is authorized to execute and deliver this Application and the agreements set forth or referred to berein on behalf of the bitimest named above (the "Applicant"), and (ii) the Applications for biseness credit only and not consumer credit, and (iii) and information and documents submitted are true, correct, and complete. The signer(s) authorizes For Authority of Guam (PAG) both now and in the Adulture, to obtain consumer credit reports in hafare rame(s) as individuals, to obtain abunests excited reports on the Applicant, to make abunests excited reports on the Applicant increased and the provide credit instrusts and the report to the closing of the transaction of the right to writhdraw such approved. Applicant of significant independent of the Applicant of the Applic	Access were a resident and a statement of the statement of the	IN IN MIC HANNE	(2) (1)					
Agreement to Terms and Conditions Each person(s) signing this Application certifies that (i) she is authorized to execute and deliver this Application and the agreements set forth or referre to herein on behalf of the business named above (the "Application", and (ii) the Applications for business credit only and not consumer credit, and (iii) and information and documents submitted are rue, correct, and complete. The sipper(1) authorizes Por Authority of Guam (PAG) both owned in the future, to obtain consumer credit reports to histher name(s) as individuals, to obtain businesses are did only and not consumer credit, and (iii) and information and documents submitted are rue, correct, and complete. The sipper(1) authorizes Por Authority of Guam (PAG) but how and in the future, to obtain from other subsidiaries of Port Authority of Guam information and retains to the Application to adoptive that application is related to the relation and other provides and others with information about PAG's experience with Application. The Applicant schooledges that if additional informations about PAG's experience with Application to provide the applicant and the relation of the relation to approve that Application the submitted is printed to the relation of the relation to approve that Application to approve the print to withdraw such approved. Application approved is printed by a such application and the printed application and provide credit bursans and the printed of the relation of the provide credit in the printed of the relation of the provide credit in the printed of the relation of the provide credit in the printed of the printed of the relation of the provide credit in the printed of the printed of the relation of the provide credit application and printed to the Application of the provide credit application and printed to the Application of the provide credit application and printed to the Application of the printed of the Application of the printed of the Application of the printed of the Application of the printed	Location	Date	M	orteage	Balance	Monthly	Rental inc	COVIN
Each person(s) signing this Application certifies that (i) s/be is authorized to execute and deliver this Application and the agreements set forth or referre to herein on behalf of the business araned above (the "Applicant"), and (ii) the Applications for business credit only and not consumer credit, and (iii) a formation and documents submitted are true, correct, and complete. The signer(s) authorizes Port Authority of Guam (PAG) both now and in the future, to obtain consumer credit reports on the Applicant, to make available to, and to obtain from other subsidiaries of Port Authority of Guam information about a straight of the Applicant of th	(Street Address, City, State, and Zip)	Purchased						
Each person(s) signing this Application certifies that (i) s/be is authorized to execute and deliver this Application and the agreements set forth or referre to herein on behalf of the business araned above (the "Applicant"), and (ii) the Applications for business credit only and not consumer credit, and (iii) a formation and documents submitted are true, correct, and complete. The signer(s) authorizes Port Authority of Guam (PAG) both now and in the future, to obtain consumer credit reports on the Applicant, to make available to, and to obtain from other subsidiaries of Port Authority of Guam information about a straight of the Applicant of th		-	-				-	
Each person(s) signing this Application certifies that (i) s/be is authorized to execute and deliver this Application and the agreements set forth or referre to herein on behalf of the business araned above (the "Applicant"), and (ii) the Applications for business credit only and not consumer credit, and (iii) a formation and documents submitted are true, correct, and complete. The signer(s) authorizes Port Authority of Guam (PAG) both now and in the future, to obtain consumer credit reports on the Applicant, to make available to, and to obtain from other subsidiaries of Port Authority of Guam information about a straight of the Applicant of th		****		-		•		
To induce Port Authority Of Guam (PAG) to enter into a Business Credit Agreement with Applicant, the undersigned, jointly and severally, if there are more than one signer (the "Guarantor"), (i) inconditionally and irrevocable guaranter(a) payment and performance (not of collection) to PAG of any an all amounts owned to PAG, including but not limited to all credit, advances, debte, obligations and hallists of the Applicant to PAG, under any or all of the foregoing agreements, however arising, whether due or not due, absolute or contingent, liquidated or unliquidated (the "Indebtedoess") as well as an extensions, increases, modifications, or renewals of such indebtedoess, (ii) waives notice of exceptance, presentent, demand, protest, notice of another forest of any kind whatsoever with respect to the Indebtedoess, all of promptoess does not waive the making of an eclaim or demand hereunder, (iii) waives notice of the existence, creation or incurring of new or additional indebtedoess, (iv) waives notice of renewal, extension, acceleration, charge of payment terms, change or release of security, or release or substitution of any one or more Guarantors, (v) waives any right to require PAG to proceed against or expose of payment terms, change or release of security, or release or substitution of any one or more Guarantors, (v) waives any right to enforce any remedy which PAG now has or may hereafter have against applicant or any other person or entity, and any benefit of, and any right to participate in any security now or hereafter hald by PAG, (vii) waives the benefit of any statute of innation affecting liability hereunder or enforcement thereof, (viii) agrees that PAG shall have a lieu upon and a right to setoff against all moneys, securities, and other property of Guarantor now or hereafter in the possessions of or one deposit with PAG aband have a lieu upon and a right to setoff against all moneys, securities, and other property of Guarantor one or hereafter in the possessions of or one deposit with PAG aband h	to berein on bensil of the business named also information and documents submitted are in future, to obtain consumer credit reports in hobiain from other subsidieries of Port Author obtain from other subsidieries of PAG 's decision to app PAG reserves the right to withdraw such app PAG reserves the right to withdraw such app Authority of Guam. Agreement. If PAG approves this Application of Gredit requested and approved, including the provided to the Applicant. The Application of the Print name and title next to authorized signature. Authorized Signature	ove (the "Applie is/her name(s) a is/her name(s) a iny of Guam inf mere with Applie prove this Applie groval. Applicat on, the Applicat ing but not limit cant understand it will need to usiness credit ag ure. List all title Print?	cast"), and (ii) complete. The is individuals, ormation relational. The Application prior to the designates it of agrees to ab- ed to the Busic to that for final take all steps a travelent (a).	the Application; signer(s) authorize to obtain business ing to the Application; the English of t	for business credit re- es Port Authority or credit reports on the 1's financial condi- se that if additional to business hine of c cr(s) below to receive as and conditions of morst. Upon arrival, hal agreements may or PAG to obtain as	anly and not consum f Guam (PAG) both e Applicant, to mal- tion, and to provide information become redit or to the closi- ve all communication all applicable agree a copy of each app need to be signed, d perfect its accurit Date	ner credit, and (in now and in the carvailable to, a credit bureans accessive the transactions from the Postments for the beattern of this Arolical Lagreers of this Arolical Lagreers	rii)-al end to and rich etion, ri
more man one signer (the "Lusarantor"), (1) indenditionally and errevocable guaranter(a) payment and performance (and of collection) to PAG of any an all amounts owed to PAG, including but not limited to a libration and beligations and halities of the Applicant to PAG, under any or all of the foregoing agreements, however arising, whether due or not due, absolute or contingent, liquidated or unliquidated (the "Indebtedoess") as well as an extensions, increases, modifications, or renewals of such indebtedoess, (ii) waives notice of exceptance, presentment, demand, protest, notice of nonperformance, and any other notice of any kind whatsoever with respect to the Indebtedoess, and ket of promptores does not waive the making of an claim or demand hereunder, (iii) waives notice of the existence, creation or incurring of new or additional indebtedoess, (iv) waives notice of renewal, extension, acceleration, charge of payment terms, change or release of security, or release or substitution of any one or more Guarantors, (v) waives any right to require PAG to proceed against a positive pay one or more Guarantors, (v) waives any right to enforce any remedy which PAG now has or may hereafter have against Applicant to PAG has been paid in full), and waives any right to enforce any remedy which PAG now has or may hereafter have against Applicant or any other person or entity, and any benefit of, and any right to participate in any security now or hereafter held by PAG, (vii) waives the benefit of any statute of limitation affecting liability hereunder or enforcement thereof, (viii) agrees that PAG shall have a lieu upon and a right to setoff against all moneys, securities, and other property of Guarantor now or hereafter in the possessiessom of or on deposit with PAG dasan, (vi.) agrees to pay all costs incurred by PAG in the enforcement of this Guarantor and other one or hereafter in the possessies of or one person of expense way indebtedoess or from time to time renew it after it has been satisfied. If this Application i	To induce Port Authority Of Guam (PAG) to	enter unto a Bus	siness Credit A	greement with Ar	plicant, the unders	igned, jointly and s	everally, if there	are
	more man one signer (the "Lusarantor"), (i) and all amounts owed to PAG, including but not in the foregoing agreements, however assing, wetnessons, increases, modifications, for renew nonperformance, and any other notice of any claim or demand betwander, (iii) waves notice extension, acceleration, charge of payment teright to require PAG to proceed against Application, acceleration, charge of payment eright to require PAG to proceed against Application of the remedy in PAG's power whatsoever, (v full), and waives any right to enforce any rembenefit of, and any right to participate in any benefit of, and any right to participate in any benefit of, and any right to participate in the possession. Guarantor is berefys subordinated to the indeb Guaranty and/or in collecting any or all of the Guaranty relating to any indebteiness, includ time renew it after it has been satisfied. If this	inconditionally a limited to all cru- which of such Indu or a wals of such Indu kind whatsoeve of the existen- runs, change or a icant or any othe i) agrees there is leedy which PAC actuarity now or as that PAG shall of or on deposit at character of Appl indebtedness, in one that existen- use that existen- tion that existen-	and irrevocable dit, advances, oit due, abrachess, (ii) r with respect coe, creation or release of securer person or en a no right of a it now has or m ferreafter held if have a lien u with Port August 10 PAG, ancluding reast moder succession not approved,	guarantec(a) pays, and checks, obligations as or contingent, li waives, notice of a marker property, and the lindebtedness incurring of new ritty, proceed again brogstom (unless say hereafter have by PAG, (vij) waipone and a right to bority of Guarn, (i and (x) agrees to nable antonreys." I we transactions with them this Guarantechen this Guarantechen this Guarantechen this Guarantechen this Guarantechen the continue of the co	ment and performan and habilities of the quidated or unliquid cceptance, presents as, and lack of promo or additional indebt substitution of any all indebtedness for against Applicant vest the benefit of a setoff against all on x) agrees any indebt setoff against all on x) agrees any indebt pay all crasts incurre ces. Guarantor her vicin habilities of his pay all crasts incurre ces. Guarantor her vicin habilities or pay all crasts incurre pay all crasts incurred pay all crasts and pay all crasts a	see (and of collection of collection control of collection of applicant to PAC dated (the "Indebter ment, demand, prote putpers does not was enders, (iv) waives one or more Guaran centry held by App on Applicant to PA or any other person or y statute of limital oneys, securities, as securities, as exclusives, and the page of the person	n) to PAG of an J, under my or a dress) as well a est, notice of ive the making a notice of renew stors, (v) waives alicant, or pursu G has been paid or entity, and an tion affecting lia not propert wafter held by tforcement of the	y and of all of as any cal, cany fin any ability by of as