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December 15, 2014

U.S. Bank National Association  
Los Angeles, California

Barclays Capital Inc.  
Seattle, Washington

**Amended and Restated Lease Purchase Agreement  
by and between  
Core Tech International Corporation  
and the  
Government of Guam**

Ladies and Gentlemen:

In connection with the opinions expressed herein, I have examined the following documents:

1. The Amended and Restated Lease Purchase Agreement (Restated Agreement) by and between Core Tech International Corporation ("Core Tech") and the Government of Guam ("Gov. Guam"), executed by the Acting Governor of Guam on November 6, 2014 (the "Amended and Restated Lease Agreement").

2. The First Amendment to Amended and Restated Lease Purchase Agreement (Restated Agreement) by and between Core Tech and the Gov. Guam, executed by the Acting Governor of Guam on November 6, 2014 (the "First Amendment" and, together with the Amended and Restated Lease Agreement, the "Lease Purchase Agreement").

3. Such other documents and specific matters relating to Core Tech and Gov. Guam, as well as such matters of law as I have deemed necessary for purposes of this opinion.

In conducting my examination for rendering this opinion, I have assumed the authenticity of original documents, the genuineness of all signatures on all documents submitted to me as originals and the conformity to originals of all documents submitted to me as conformed copies, photocopies or electronically in portable document format. I have further assumed the absence of adverse facts, not apparent from the face of the instruments and documents I examined, except to the extent of my actual present knowledge as of the date hereof. As to questions of fact

material to my opinions, I have made no independent investigation and have relied solely upon the provisions of the Lease Purchase Agreement and upon other facts of which I have knowledge. The phrases "to my knowledge" and "of which I have knowledge," as used in this opinion, mean solely: (i) the actual present knowledge derived from the Lease Purchase Agreement, and (ii) my actual present knowledge, after reasonable inquiry as of the date hereof.

In rendering the opinions as set forth below I have assumed that: (i) the Amended and Restated Lease Agreement and the First Amendment have been duly authorized, executed and delivered by each party thereto; (ii) each natural person executing the Amended and Restated Lease Agreement and the First Amendment is legally competent and authorized to do so; and (iii) the execution, delivery and performance of the Amended and Restated Lease Agreement and the First Amendment by any party will not violate or be in conflict with, or require consent under any agreements or other documents or any judgments or other orders to which any party is a party or to which any such party may be subject.


Based upon my review of the Lease Purchase Agreement and subject to the assumptions and qualifications stated herein, I am of the opinion that:

1. The Lease Purchase Agreement constitutes a legal, binding obligation of Gov. Guam, enforceable against Gov. Guam in accordance with its terms, except as such enforceability may be limited by state and federal laws relating to bankruptcy, reorganization, moratorium, insolvency and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

2. The authorization, execution and delivery and performance by the Gov. Guam of its obligations under the Lease Purchase Agreement in accordance with its respective terms do not and will not, to my knowledge, contravene any provision of applicable law or any other existing law or regulation, or any applicable judgment, order or regulation of any court or of any public or governmental agency or authority affecting Gov. Guam.

3. To my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity or by or before any governmental instrumentality or other agency pending or now threatened against or affecting Gov. Guam, or to which Gov. Guam is or may be a party, wherein an unfavorable decision, ruling or finding would adversely affect: (i) the validity or enforceability of the proceedings taken by Gov. Guam for the authorization, execution and delivery by it of the Amended and Restated Lease Agreement or the First Amendment, (ii) the validity or enforceability of the Lease Purchase Agreement in respect of Gov. Guam, or (iii) the transactions in respect of Gov. Guam contemplated by the Lease Purchase Agreement.

Respectfully submitted,



**LEONARDO M. RAPADAS**  
Attorney General of Guam