BOARD OF DIRECTORS
SPECIAL Board Meeting

Friday, July 11, 2025
Commencing at 11:00 a.m. in person at
327 West Ship Creek Avenue, Anchorage, Alaska 99501
&
Join Virtual Zoom Meeting Room
https://us02web.zoom.us/j/89371486193?pwd=6J79TXSIH8faAiFVZdkaszp8WtWrbc.1
Meeting ID: 893 7148 6193 Passcode: 556850

Dial-In by your nearest location to join by audio only
• +1 253 205 0468 US
• +1 253 215 8782 US (Tacoma)
• +1 346 248 7799 US (Houston)
• +1 669 444 9171 US
• +1 669 900 6833 US (San Jose)
• +1 719 359 4580 US
• +1 301 715 8592 US (Washington DC)
• +1 305 224 1968 US
• +1 309 205 3325 US
• +1 312 626 6799 US (Chicago)
• +1 360 209 5623 US
• +1 386 347 5053 US
• +1 507 473 4847 US
• +1 564 217 2000 US
• +1 646 931 3860 US
• +1 689 278 1000 US
• +1 929 205 6099 US (New York)

ALASKA RAILROAD CORPORATION
BOARD OF DIRECTORS

SPECIAL BOARD MEETING AGENDA

July 11, 2025 ~ 11:00 am

Join Zoom Meeting
https://us02web.zoom.us/j/89371486193?pwd=6J79TXSIH8faAiFVZdkaszp8WtWrbc.1
Meeting ID: 893 7148 6193 ~ Passcode: 556850
Dial in 1 669 444 9171 US / 1 669 900 6833 US (San Jose)

I. CALL TO ORDER

This special meeting has been called for the purpose of Board review and approval of (1) the Tentative Agreement between the Alaska Railroad and the Alaska Railroad Workers and Resolution No. 2025-20 relating thereto; (2) Resolution No. 2025-21 Authorizing the Issuance and Sale of Not to Exceed $135,000,000.00, Aggregate Principal Amount, Cruise Port Revenue B, Series 2025 of the Alaska Railroad Corporation for the Purpose of (i) Financing the Purchase of the New Seward Passenger Dock and Terminal and Associated Improvements, (ii) Funding Capitalized Interest and a Debt Service Reserve, if Necessary or Appropriate; and (iii) Paying the Costs of Issuing the Bonds; Authorizing the Execution and Delivery of a Trust Indenture, Bond Purchase Agreement, Continuing Disclosure Agreement, and Tax Agreement with Respect to the Bonds; Authorizing the Execution and Delivery of Each of the Interim Loan Documents (as Such Term is Defined Herein); Authorizing the Execution and Delivery of Each of the Security Documents (as Such Term in Defined Herein); Authorizing a Preliminary Official Statement and an Official Statement to be Distributed in Connection with the Issuance and Sale of the Bonds; Authorizing the Execution and Delivery of Other Necessary Documents; and Providing for Related Matters; (3) Resolution No. 2025-22 Relating to Funding of the Purchase of a New Seward Passenger Dock and Terminal (AFE No. 11293 S-1); and (4) Resolution No. 2025-23 Relating to Funding of Security Enhancements for the New Seward Passenger Dock and Terminal (AFE No. 11378).

A portion of this meeting will be held in Executive Session to discuss confidential and privileged information related to the foregoing matters.

II. ESTABLISHMENT OF QUORUM

III. ADOPTION OF AGENDA

IV. CONFLICT OF INTEREST DISCLOSURES

V. OPPORTUNITY FOR PUBLIC COMMENT (For Agenda Items Only)

VI. NEW BUSINESS (a portion to be held in Executive Session to discuss confidential and privileged information related to the following action items)

A. Action Items

1. Resolution No. 2025-20 – Relating to Approval of the Collective Bargaining Agreement between the Alaska Railroad Corporation and the Alaska Railroad Workers (ARW) Local 183

2. Resolution No. 2025-21 – Authorizing the Issuance and Sale of Not to Exceed $135,000,000.00, Aggregate Principal Amount, Cruise Port Revenue B, Series 2025 of the Alaska Railroad Corporation for the Purpose of (i) Financing the Purchase of the New Seward Passenger Dock and Terminal and Associated Improvements, (ii) Funding Capitalized Interest and a Debt Service Reserve, if Necessary or Appropriate; and (iii) Paying the Costs of Issuing the Bonds; Authorizing the Execution and Delivery of a Trust Indenture, Bond Purchase Agreement, Continuing Disclosure Agreement, and Tax Agreement with Respect to the Bonds; Authorizing the Execution and Delivery of Each of the Interim Loan Documents (as Such Term is Defined Herein); Authorizing the Execution and Delivery of Each of the Security Documents (as Such Term in Defined Herein); Authorizing a Preliminary Official Statement and an Official Statement to be Distributed in Connection with the Issuance and Sale of the Bonds; Authorizing the Execution and Delivery of Other Necessary Documents; and Providing for Related Matters

3. Resolution No. 2025-22 – Relating to Funding of the Purchase of a New Seward Passenger Dock and Terminal (AFE No. 11293 S-1)

4. Resolution No. 2025-23 – Relating to Funding of Security Enhancements for the New Seward Passenger Dock and Terminal (AFE No. 11378)

VII. OPPORTUNITY FOR PUBLIC COMMENT (For Agenda Items Only)

VIII. DIRECTORS/CEO/STAFF COMMENTS

IX. ADJOURNMENT

ARRC SPECIAL BOARD OF DIRECTORS MEETING

VI. NEW BUSINESS
A. Action Items

Friday, July 11, 2025

1. **Resolution No. 2025-20** – Relating to Approval of the Collective Bargaining Agreement between the Alaska Railroad Corporation and the Alaska Railroad Workers (ARW) Local 183

2. **Resolution No. 2025-21** – Authorizing the Issuance and Sale of Not to Exceed $135,000,000.00, Aggregate Principal Amount, Cruise Port Revenue B, Series 2025 of the Alaska Railroad Corporation for the Purpose of (i) Financing the Purchase of the New Seward Passenger Dock and Terminal and Associated Improvements, (ii) Funding Capitalized Interest and a Debt Service Reserve, if Necessary or Appropriate; and (iii) Paying the Costs of Issuing the Bonds; Authorizing the Execution and Delivery of a Trust Indenture, Bond Purchase Agreement, Continuing Disclosure Agreement, and Tax Agreement with Respect to the Bonds; Authorizing the Execution and Delivery of Each of the Interim Loan Documents (as Such Term is Defined Herein); Authorizing the Execution and Delivery of Each of the Security Documents (as Such Term in Defined Herein); Authorizing a Preliminary Official Statement and an Official Statement to be Distributed in Connection with the Issuance and Sale of the Bonds; Authorizing the Execution and Delivery of Other Necessary Documents; and Providing for Related Matters

3. **Resolution No. 2025-22** – Relating to Funding of the Purchase of a New Seward Passenger Dock and Terminal (AFE No. 11293 S-1)

4. **Resolution No. 2025-23** – Relating to Funding of Security Enhancements for the New Seward Passenger Dock and Terminal (AFE No. 11378)

A portion to be held in Executive Session to discuss Confidential and Privileged information related to the listed action items.

Public Members will be moved into a private waiting room and rejoined when public session reconvene.

Resolution No. 2025-20 - ARW Collective Bargaining Agt Approval

Adopted:

Resolution No. 2025-20 Relating to Approval of the Collective Bargaining Agreement between the Alaska Railroad Corporation and the Alaska Railroad Workers Local 183 AFGE/AFL-CIO

WHEREAS, the Alaska Railroad Corporation (ARRC) and the Alaska Railroad Workers Local 183 AFGE/AFL-CIO (ARW) have recently completed negotiations on the terms and conditions of a new collective bargaining agreement; and

WHEREAS, the collective bargaining agreement has been ratified by ARW members and must be approved by the ARRC Board of Directors (Board) before it may become effective; and

WHEREAS, ARRC and ARW have agreed that the collective bargaining agreement will become effective upon approval by the Board; and

WHEREAS, the substantive terms and conditions of the proposed collective bargaining agreement have been disclosed to the Board during Executive Session; and

WHEREAS, the Board has considered the terms and conditions contained in the new collective bargaining agreement and the presentation by management at the July 15, 2025, Board Meeting.

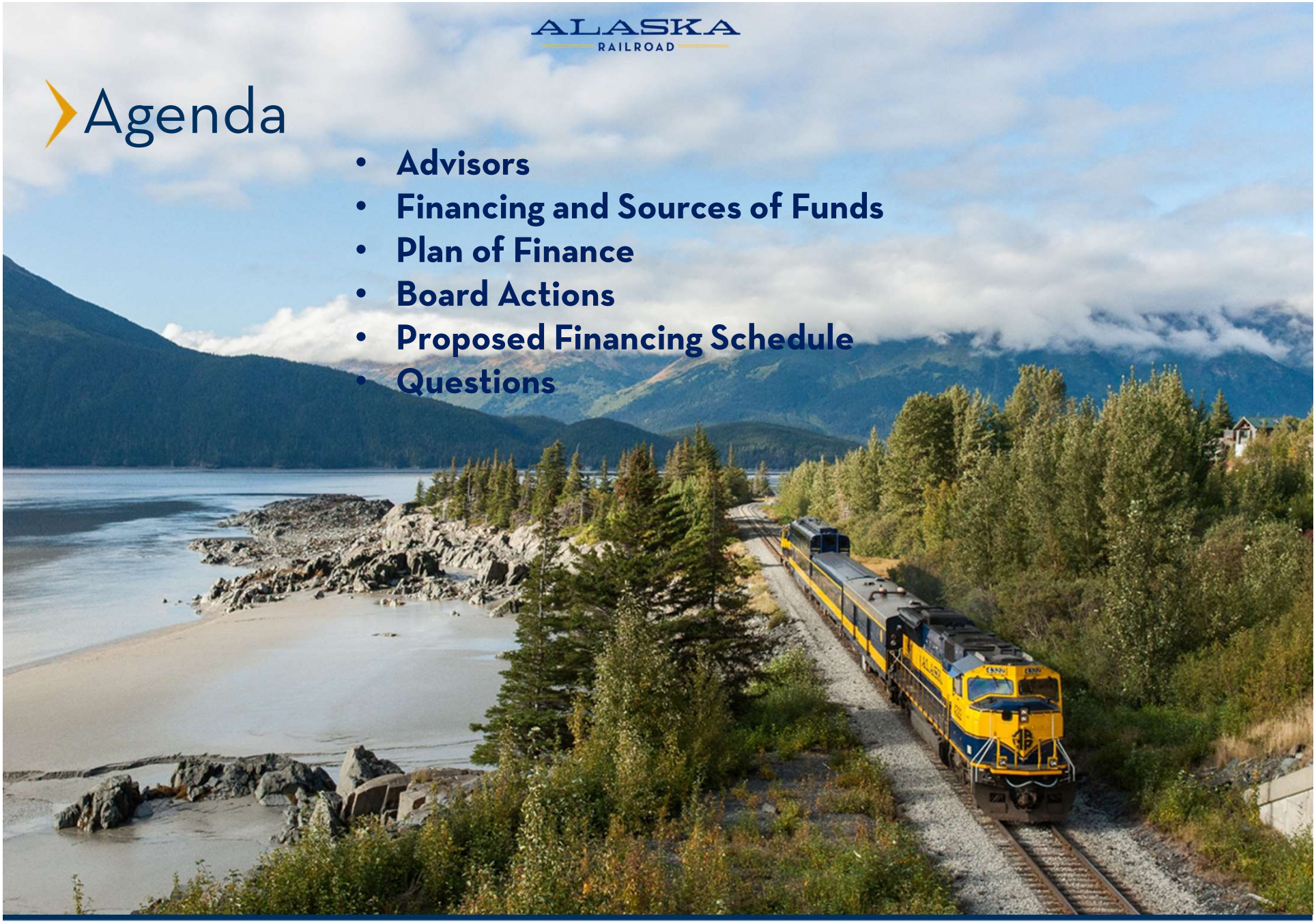
NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the new ARW collective bargaining agreement terms and conditions, and authorizes the President and CEO or his designee to execute the agreement with the ARW.

ALASKA RAILROAD

Seward Passenger Dock and Terminal Replacement Purchase - Financing

Board Meeting

July 11, 2025



Agenda

- Advisors
- Financing and Sources of Funds
- Plan of Finance
- Board Actions
- Proposed Financing Schedule
- Questions

Advisors

- Financial Advisor – PFM Financial Advisors LLC (PFM)
  - Hope Scarpinato, Kristina Powell, Dong Kim, Matthew Schoenfeld
- Senior Book – Running Manager - BofA Securities, Inc.
  - Eric Whaley, Jim Calpin, Wes Ellins
  - John Pirog (Hawkins, Delafield & Wood LLP, BofA Underwriter Counsel)
- Bond Counsel – Eckert Seamans
  - Robert Tuteur, Dacia Haddad
- Special Counsel – Dorsey & Whitney, LLP
  - David Grossklaus, Bonnie Paskvan, Jennifer Block
- Outside Project Counsel – Parks InfraSolutions
  - Diana Parks
- Port Consultant – Bermello Ajamil & Partners, Inc.
  - Leah McKenney

Financing and Sources of Funds

- Sources of funds include:
  - Cruise Port Revenue Bonds (the "Series 2025 Bonds")
  - ARRC Contributions, and
  - Investment Earnings on Proceeds

- Uses of funds include:
  - Purchase of new dock and terminal building for $137 million
  - Capitalized interest on the bonds
  - Debt service reserve fund*, and
  - Cost of issuance*

- $137 Million Purchase price to be paid in two installments:
  - $20 million deposit paid to Seward Company after signing of PSA on August 15, 2024
  - $117 million to be paid at the time of closing

Total Project S&U	
Sources	
Bond Proceeds	$121,645,494
ARRC Contribution*	33,985,641
Investment Earnings on Proceeds	2,626,183
Total Sources	$158,257,319
Uses	
Purchase New Dock and Terminal Bldg	$137,000,000
Capitalized Interest Fund	11,284,848
DSRF Deposit/Surety	8,789,675
COI/UWD	1,182,796
Total Uses	$158,257,319

* Includes ARRC equity contribution of $5,000,000 and net revenue (2022-2025) contributions totaling $28,985,641

*Bond Insurance and a reserve surety policy are being considered. Associated costs would be paid from bond proceeds.

Financing and Sources of Funds

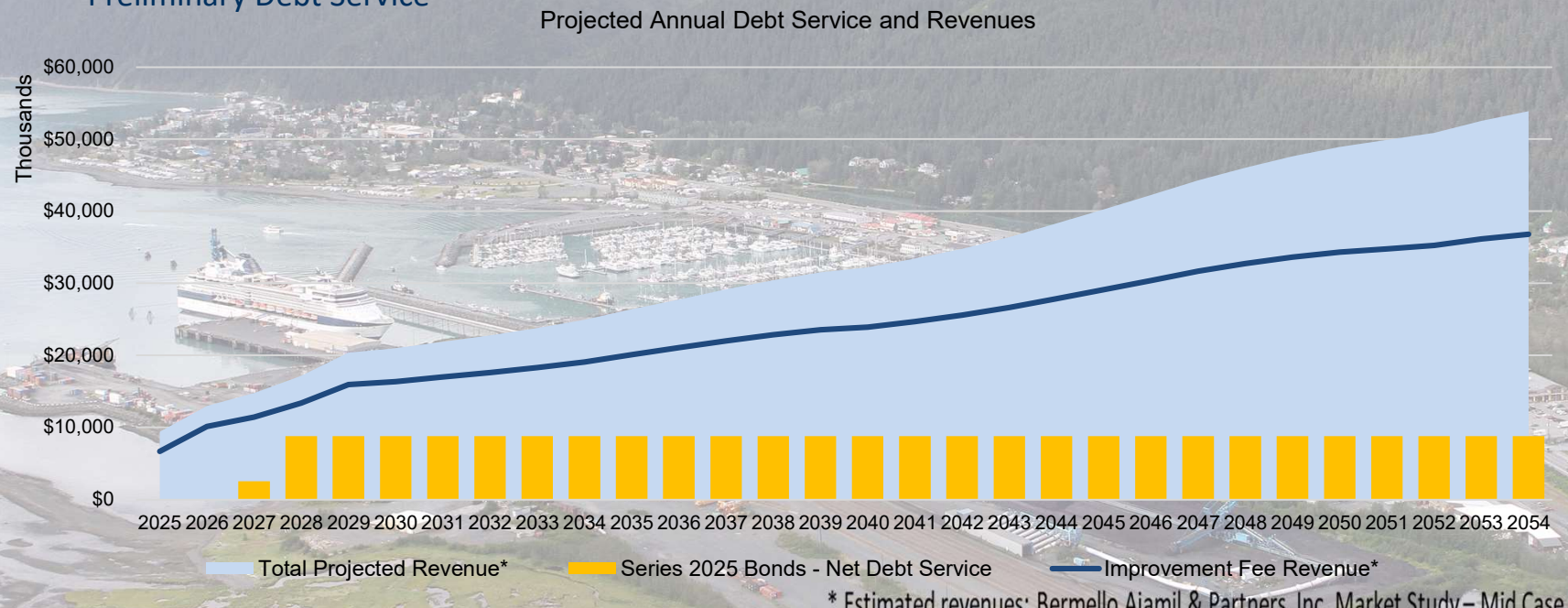
- **Series 2025 Bonds**: Cruise Port Revenue Bonds (AMT)
  - Annual Debt Service of approximately $8.79* million
  - Expected interest rate of 5.58%*
  - Capitalized interest to pay bond debt service through construction plus an additional year for contingency
  - 10-year optional call and extraordinary mandatory call if ARRC does not purchase Project as provided in the Purchase and Sale, Leasing and Lease Termination Agreement
  - Proceeds invested until 2026

- The 2025 Bonds are limited obligations of the Corporation payable solely from and secured solely by a pledge of Gross Revenues generated from the Seward Passenger Dock and defined as:
  - Improvement Fee
  - Service Fee and Facility Charge (SFFC)
  - Dockage Fees
  - Liquidated Damages
  - Investment Earnings

* Estimate based on market conditions as of June 13, 2025 (does not include the additional 50 basis points sizing cushion)

Plan of Finance*

- Series 2025 Bonds – Key Statistics
  - Estimated Par Amount: $118,170,000[1]
  - Tax Status: Tax-Exempt (Subject to AMT)
  - Estimated Closing Date: August 19, 2025
  - First Interest Payment: October 1, 2025
  - Maturity Range: 2028-2054
  - Capitalized Interest: Through May 15, 2027
- Preliminary Debt Service



*Preliminary Subject to Change

[1] Estimated Par Amount based on market conditions as of June 13, 2025 (does not include the additional 50 basis points sizing cushion)

Board Actions

- Bond Resolution – Authorizing the issuance and sale of Cruise Port Revenue Bonds "Series 2025 Bonds" and Authorizing the execution of the following documents:
  - Trust Indenture
  - Preliminary Official Statement and Official Statement
  - Bond Purchase Agreement
  - Continuing Disclosure Agreement
  - Interim Loan Documents and Security Documents:
    - Direct Lender Agreement
    - Drawdown Agreement
    - Lease Amendment
    - PSA Amendment
- AFE No. 11293 S-1 Purchase of Seward Passenger Dock and Terminal Facilities
- AFE No. 11378 Seward Terminal Security Enhancements

Proposed Financing Schedule*

- Key Dates:
  - Board Approval of Bond Resolutions – July 11, 2025
  - Receive Final Public Credit Rating – July 25, 2025
  - Post Preliminary Official Statement ("POS") – July 28, 2025
  - Bond Pricing – August 12, 2025
  - Bond Closing – August 19, 2025

*All dates are estimates and subject to change.

Questions?

Bond Resolution_Final for Board Book with Exhibit A_7-3-2025

RESOLUTION No. 2025-21 **Adopted:**

ALASKA RAILROAD CORPORATION

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $135,000,000.00, AGGREGATE PRINCIPAL AMOUNT, CRUISE PORT REVENUE BONDS, SERIES 2025 OF THE ALASKA RAILROAD CORPORATION FOR THE PURPOSE OF (I) FINANCING THE PURCHASE OF THE NEW SEWARD PASSENGER DOCK AND TERMINAL AND ASSOCIATED IMPROVEMENTS, (II) FUNDING CAPITALIZED INTEREST AND A DEBT SERVICE RESERVE, IF NECESSARY OR APPROPRIATE; AND (III) PAYING THE COSTS OF ISSUING THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE, BOND PURCHASE AGREEMENT, CONTINUING DISCLOSURE AGREEMENT, WITH RESPECT TO THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF EACH OF THE INTERIM LOAN DOCUMENTS (AS SUCH TERM IS DEFINED HEREIN); AUTHORIZING THE EXECUTION AND DELIVERY OF EACH OF THE SECURITY DOCUMENTS (AS SUCH TERM IS DEFINED HEREIN); AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT TO BE DISTRIBUTED IN CONNECTION WITH THE ISSUANCE AND SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Alaska Railroad Corporation ("ARRC"), a public corporation and an instrumentality of the State of Alaska ("State"), is organized and established pursuant to the Alaska Railroad Corporation Act, AS 42.40.010 et seq. ("Act"); and

WHEREAS, pursuant to and as provided in the Act, ARRC has the power to, inter alia, upon approval by the State legislature, issue bonds to provide money to carry out its purposes and powers under the Act; and

WHEREAS, in accordance with AS 42.40.285, the State legislature engrossed and enrolled House Bill No. 65, on February 26, 2025, approving the issuance of bonds for the purposes set forth therein such bill was transmitted to the Office of the Governor on February 28, 2025, and the Governor signed the bill into law on March 6, 2025; and

WHEREAS, ARRC desires to finance with the proceeds of the bonds (as hereinafter defined), the purchase of a new Seward Passenger Dock and Terminal and associated improvements (collectively, the "New Facilities") as more specifically provided in that certain Purchase and Sale, Leasing and Lease Termination Agreement (the "Original PSA") dated effective August 15, 2024 between ARRC and Seward Company, LLC ("Seward Company") and associated costs including, without limitation, reserves for debt service and capitalized interest, if necessary or appropriate, and costs of issuance of the Bonds; and

WHEREAS, in accordance with the Act, ARRC proposes to issue and sell not to exceed $135,000,000, aggregate principal amount, of its Alaska Railroad Corporation, Cruise Port Revenue Bonds, Series 2025 (the "Bonds"), for the purpose of (i) financing the purchase of the

New Facilities, (ii) funding capitalized interest and a debt service reserve, if necessary or appropriate, and (iii) paying the costs of issuing the Bonds (together, the "Project"); and

WHEREAS, in connection with the issuance of the Bonds, it is necessary to authorize the execution and delivery of a Trust Indenture (the "Indenture") between ARRC and U.S. Bank National Association, as trustee (the "Trustee") to secure the Bonds; and

WHEREAS, in connection with the issuance of the Bonds, it is necessary to authorize the execution and delivery of a Bond Purchase Agreement (the "Purchase Agreement") between ARRC and BofA Securities, Inc., as representative on its own behalf and on behalf of the other underwriters named therein (the "Underwriters"), providing for the purchase of the Bonds by the Underwriters; and

WHEREAS, Seward Company has entered into a Credit Agreement, and related security documents (the "Seward Co. Loan"), with Goldman Sachs Bank USA (the "Seward Co. Lender") to provide interim construction financing for the Project in order that the Seward Company, in accordance with its obligations under the Original PSA and the PSA Amendment (hereinafter defined), can complete the facilities constituting a part of the Project; and

WHEREAS, to induce the Seward Co. Lender to enter into the Seward Co. Loan, ARRC has been requested to enter into (i) a First Amendment to the Purchase and Sale, Leasing and Lease Termination Agreement between ARRC and Seward Company (the "PSA Amendment"), (ii) a Direct Agreement ("Seward Co. Lender Direct Agreement"), among ARRC, Seward Company and the Seward Co. Lender, and (iii) a Drawdown Agreement (the "Drawdown Agreement"), between ARRC and the Seward Co. Lender, and (iv) Amendment No. 1 to Ground Lease ("Ground Lease Amendment"), between ARRC and Seward Company (the PSA Amendment, the Seward Co. Lender Direct Agreement, the Drawdown Agreement and the Ground Lease Amendment are herein referred to as the "Interim Loan Documents"); and

WHEREAS, in order to effectuate the financing for the Project it may be determined by ARRC to confirm by amendment or enter into additional security documents including without limitation: a leasehold mortgage on the Lease (as defined in the Original PSA and the PSA Amendment) and a Pledge Agreement; revisions and Amendment to the Ground Lease, UCC Financing Statements and any such other security documents requested or deemed necessary to secure the rights and interests of ARRC (collectively the "Security Documents") and ARRC may file of record any or all of the security documents as is necessary to secure the rights and interests of ARRC pursuant to the Security Documents; and

WHEREAS, ARRC desires to authorize and direct the Chief Executive Officer of ARRC, the Chief Financial Officer of ARRC and any officer or employee of ARRC authorized by the Chief Executive Officer, to perform specified acts or duties hereunder (each an "Authorized Officer"), to make certain determinations with respect to the Bonds and the Interim Loan Documents and the Security Documents and to execute certain documents in connection therewith; and

WHEREAS, ARRC desires to authorize the Authorized Officers to obtain a policy of bond insurance with respect to the Bonds, if desirable; and

WHEREAS, ARRC desires to authorize the Authorized Officers to obtain a debt service reserve fund surety bond to fund all or a portion of any deposit to a debt service reserve, if established, if desirable; and

WHEREAS, ARRC desires to authorize and approve the Project, the issuance of the Bonds to finance the Project, the preparation and distribution of a Preliminary Official Statement and an Official Statement and the execution and delivery of the Indenture, Purchase Agreement, the Bonds, the Continuing Disclosure Agreement, an Official Statement and such other instruments and documents as shall be necessary or appropriate to effect the purposes of this Resolution; and

WHEREAS, it is necessary for ARRC to take further action in connection with the issuance of the Bonds as provided herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Alaska Railroad Corporation, as follows:

Section 1. Authorization of Bonds.

ARRC hereby directs the incurrence of debt through the issuance of the Bonds in an aggregate principal amount not to exceed $135,000,000 pursuant to the Indenture. Such Bonds shall be designated substantially "Alaska Railroad Corporation, Cruise Port Revenue Bonds, Series 2025" and shall be issued for the purposes of providing funds which will be used to (i) finance the purchase of the New Facilities as more fully described in Exhibit "A" annexed hereto and made a part hereof; (ii) fund capitalized interest and a debt service reserve, if necessary or appropriate; and (iii) pay the costs of issuance of the Bonds.

Section 2. Certain Terms of the Bonds; Execution and Delivery of the Bonds.

(a) One or more of the Authorized Officers are hereby severally authorized and directed to execute the Bonds on behalf of ARRC, and the Secretary of the ARRC Board is directed to attest thereto, in each case by manual or facsimile signatures, and the seal (or a facsimile thereof) of ARRC shall be impressed, imprinted, engraved or otherwise reproduced thereon, and the Bonds shall be delivered to the Trustee for authentication and delivery to the Underwriters.

(b) The Bonds shall be in the form and denominations set forth in the Indenture, shall be dated and numbered as provided in the Indenture, shall mature on the dates, shall be issued in the principal amounts and in the designated series, shall bear interest payable at the times and at the rates per annum and shall be subject to redemption prior to maturity upon the terms and conditions to be specified in the Indenture, subject to the limitations set forth in subsection (c) hereof.

(c) The Bonds shall bear interest at the rate or rates as are provided in the Indenture, but in no event shall the true interest cost of the financing exceed 6.75% per annum. Interest on the Bonds shall be payable on each interest payment date as provided in the Indenture. The Bonds shall mature on such dates as are provided in the Indenture, but in no event later than November 1, 2055. The Bonds shall be subject to redemption as provided in the

Indenture. The Bonds may be redeemed prior to maturity at the option of ARRC, in whole or in part on any date, at such times and at such redemption prices as shall be determined by the Authorized Officer executing the Purchase Agreement at the time of execution thereof. The Bonds may be made subject to mandatory sinking fund redemption, at par plus accrued interest to the date fixed for redemption, as determined by the Authorized Officer executing the Purchase Agreement at the time of execution thereof.

(d) The Bonds shall be limited obligations of ARRC payable solely from Gross Revenues (as such term is defined in the Indenture) and the other moneys, securities and funds pledged to the payment of the Bonds under the Indenture. The Bonds shall not be general obligations of ARRC and the revenues, funds and assets of ARRC shall not be pledged for the payment or security of any amounts due under the Bonds; and the Bonds shall not be or become, a debt, liability or obligation of the State of Alaska or any political subdivision of the State or a pledge of the faith and credit of the State or of a political subdivision of the State. ARRC has no taxing power.

(e) In accordance with AS 42.40.690, each bond issued pursuant to the Act and this Resolution shall contain on its face a statement that ARRC "is not obligated to pay this Bond or the interest on this Bond except from the revenue or assets pledged for it; and neither the faith and credit nor the taxing power of the State of Alaska or of a political subdivision of the State of Alaska is pledged to the payment of this Bond."

Section 3. Application of the Bond Proceeds to Costs of the Project.

The proceeds of the sale of the Bonds shall be deposited with the Trustee and applied by the Trustee as provided in the Indenture. The Trustee is hereby authorized to hold, invest and disburse the proceeds of the Bonds held under the Indenture in accordance with the Indenture.

Section 4. Approval of the Indenture.

The Authorized Officers are hereby severally authorized and directed to execute and deliver the Indenture in substantially the form annexed hereto as Exhibit "B" and made a part hereof, and such form is hereby approved, with such appropriate changes, additions or deletions as counsel may advise and the Authorized Officer executing the Indenture shall approve, with the advice of counsel, such approval to be conclusively evidenced by his or her execution thereof.

Section 5. Approval of Purchase Agreement.

The Bonds shall be awarded pursuant to the Purchase Agreement between ARRC and the Underwriters in the form annexed hereto as "Exhibit C" and made a part hereof, and such form is hereby approved. The Authorized Officers are hereby severally authorized and directed to approve the contents of and to execute and deliver the Purchase Agreement, with such appropriate changes, additions or deletions as counsel may advise and as the Authorized Officer executing the Purchase Agreement shall approve, such execution to constitute conclusive evidence of the approval by such Authorized Officer of any and all such changes.

Section 6. Approval of Use and Distribution of Preliminary Official Statement and Official Statement.

The Preliminary Official Statement in the form annexed hereto as Exhibit "D" and made a part hereof is hereby approved. Such Preliminary Official Statement shall be deemed "final" by an Authorized Officer as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for the omission of such information as is permitted in accordance with Rule 15c2-12. The Authorized Officers are hereby severally authorized and directed to approve the contents of and to execute and deliver an Official Statement in substantially the final form of the Preliminary Official Statement, with such appropriate changes, additions or deletions as counsel may advise and as the Authorized Officer executing the same shall approve, such execution to constitute conclusive evidence of the approval by such Authorized Officer of any and all such changes.

Section 7. Approval of Continuing Disclosure Agreement.

It is hereby determined that it is necessary and appropriate for ARRC to execute and deliver a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") for the benefit of the holders from time to time of the Bonds, substantially in the form presented to this meeting and annexed hereto as Exhibit "E" and made a part hereof, in order to assist the Underwriters in complying with the requirements of Rule 15c2-12. The Continuing Disclosure Agreement is hereby approved and the Authorized Officers are hereby severally authorized and directed to execute and deliver the Continuing Disclosure Agreement in substantially such form with such appropriate changes, additions or deletions as counsel may advise and the Authorized Officer executing the Continuing Disclosure Agreement shall approve, such approval to be conclusively evidenced by his or her execution thereof.

Section 8. Approval of Interim Loan Documents and Security Documents.

The Authorized Officers are hereby severally authorized and directed to execute and deliver the Interim Loan Documents and Security Documents to which ARRC is a party, in substantially the form annexed hereto as Exhibit "F" and made a part hereof, and such forms are hereby approved, with such appropriate changes, additions or deletions as counsel may advise and the Authorized Officer executing the Interim Loan Documents and/or Security Documents shall approve, with the advice of counsel, such approval to be conclusively evidenced by his or her execution thereof.

Section 9. Municipal Bond Insurance.

(a) The Authorized Officers are hereby severally authorized to approve and accept the terms and conditions of a commitment for the issuance of a policy of municipal bond insurance ("Insurance Policy"), if necessary and appropriate, for all or a portion of the principal of the Bonds, and to execute a copy of said commitment and deliver the same to the municipal bond insurer so selected ("Bond Insurer"). The Authorized Officers are hereby severally authorized to execute all other documents and take all other action necessary to effect the issuance of said Insurance Policy including the payment of the commitment fee (if any) and/or

premium therefor from the proceeds of the Bonds or other legally available moneys. If applicable, the Bonds shall include a statement of the terms of the Insurance Policy, and the Official Statement therefor shall include appropriate disclosure language relating to such Insurance Policy and Bond Insurer.

(b) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer, the Bonds so paid shall remain outstanding for all purposes under the Indenture and under the Act and shall not be deemed to have been defeased, satisfied or otherwise paid by ARRC. In such event, all covenants, agreements and other obligations of ARRC under the Indenture to the registered owners of the Bonds shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be fully subrogated to the rights of such registered owners.

Section 10. Debt Service Reserve Surety Bond.

The Authorized Officers are hereby severally authorized to approve and accept the terms and conditions of a commitment for the issuance of a debt service reserve surety bond ("Surety Bond"), if necessary and appropriate, for the Bonds and to execute a copy of said commitment and deliver the same to the surety bond provider so selected. The Authorized Officers are hereby severally authorized to execute all other documents and take all other action necessary to effect the issuance of said Surety Bond including the payment of the commitment fee (if any) and/or premium therefor from the proceeds of the Bonds or other legally available moneys.

Section 11. Covenants in Respect of Federal Tax Laws.

ARRC hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the holders of the Bonds of the interest on the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Code"). ARRC is making this covenant while reserving the right at all times to assert that it is not subject to the provisions of Sections 141 through 150 of the Code by virtue of Section 1207(a)(6)(A) of the Alaska Railroad Transfer Act and Section 149(c)(2)(C) of the Code.

The Authorized Officers are hereby severally authorized and directed to make any elections on behalf of ARRC permitted by the Code as they deem necessary or appropriate to enable ARRC to comply with the requirements of this Section 11.

Section 12. Prior Actions Ratified and Confirmed.

All actions heretofore taken and all documents and instruments heretofore executed by or on behalf of ARRC in connection with the Project and the Bonds are hereby ratified and approved, except to the extent that such prior documents have been modified by the Interim Loan Documents or Security Documents to which ARRC is a party.

Section 13. Ratification and Continued Effectiveness of Actions of Any Authorized Officer Who, For Any Reason, Ceases to be an Authorized Officer.

In the event that any Authorized Officer executes or delivers any document or other instrument approved hereunder and later ceases to be such an Authorized Officer before the delivery or performance of the document or instrument so executed, whether by reason of resignation, death or otherwise, any such document or instrument so executed or delivered and any such other action taken in connection therewith shall be and continue to be authorized by this Resolution and valid, binding and enforceable against ARRC.

Section 14. Further Action.

The Authorized Officers are hereby severally authorized and directed on behalf of ARRC, as counsel may advise, to execute any and all additional agreements, certificates, documents, opinions or papers and to do or cause to be done any and all acts and things necessary or appropriate for the implementation of this Resolution and to effectuate the issuance, sale and delivery of the Bonds, the execution and delivery of the Indenture, the timely payment in full of the Bonds, and the financing and completion of the Project.

Section 15. Limitation on Personal Liability.

As provided in AS 42.40.700, a Board member or employee of ARRC is not subject to personal liability or accountability because of the execution or issuance of the Bonds.

Section 16. Repeal of Inconsistent Resolutions.

All prior resolutions or parts of prior resolutions to the extent inconsistent herewith shall be, and the same hereby rescinded and repealed.

Section 17. Severability.

If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any remaining provisions.

Section 18. Application of Uniform Electronic Transactions Act.

This Resolution and all documents related hereto or referenced herein may be executed and entered into as provided for pursuant to and in accordance with AS 9.80.40.

Section 19. Effective Date.

This Resolution shall be in full force and effect immediately upon adoption.

ALASKA RAILROAD CORPORATION

By:_____
Chairman

[SEAL]

Attest:

_____
Secretary

Exhibit "A"

Description of the New Facilities

Seward Cruise Dock and Terminal Project

- Passenger Dock-
    - Pile supported fixed dock with twelve (12) 150-ton mooring bollards
    - Transfer span bridge (this item not expected to be funded by bonds)
    - South-end, middle and north-end float restraint dolphins each with four (4) 150-ton mooring bollards
    - Floating double berth measuring 100 feet wide by 748 feet long, capable of safely berthing Quantum Class Cruise Ships and built in two 350' x 100' floating barge docks with continuous decking (total length includes 48 feet attributable to the middle restraint dolphin)
    - Foam-filled floating fenders
    - Two mooring dolphins with six (6) each 150-ton mooring bollards, and connecting access gangway
- Terminal Building- 41,500 square feet of enclosed passenger operations space and 27,400 square feet of open, pass-through luggage transfer layout.
- Security infrastructure for passenger terminal and dock.
- Passenger Terminal Traffic Management Area-
    - Paved upland space located on the 7.55 acres of uplands included in the leased area, including paved drive in and out, paved parking lot with a minimum of 32 bus stalls and 48 car spaces.
- Utilities include water, including but not limited to potable water incorporated into dock to serve required flow rates for cruise ships, sewer, electrical, communication, relocated privately permitted fuel line, and suitable surface drainage.
- Dredged area- 225' perimeter around passenger dock dredged to -37' MLLW.
- Facilities and improvements ancillary thereto.

Exhibit “B”

Form of Trust Indenture

TRUST INDENTURE

between

ALASKA RAILROAD CORPORATION

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

Dated as of _____, 2025

Relating to:

ALASKA RAILROAD CORPORATION
CRUISE PORT REVENUE BONDS
SERIES 2025

THIS TRUST INDENTURE (this "Indenture'') dated as of _____, 2025, is by and between ALASKA RAILROAD CORPORATION (the "ARRC''), a public corporation and an instrumentality of the State of Alaska and U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Alaska Railroad Corporation ("ARRC"), a public corporation and an instrumentality of the State of Alaska ("State"), is organized and established pursuant to the Act (as herein after defined); and

WHEREAS, pursuant to and as provided in the Act, ARRC has the power to, inter alia, upon approval by the State legislature, issue bonds to provide money to carry out its purposes and powers under the Act and to secure such bonds by, inter alia, a pledge of money, income or revenue of ARRC from any source; and

WHEREAS, ARRC owns and operates a passenger dock and associated intermodal terminal facility, both constructed in 1966, in Seward, Alaska that serve cruise ships and other passenger and freight vessels; and

WHEREAS, the passenger dock is nearing the end of its useful life and the cost of maintaining it in a usable state has become prohibitive, necessitating its replacement in the near future to continue serving cruise ships and other vessels, as well as passengers and crew, in a safe manner; and

WHEREAS, closure of the passenger dock or curtailment of its use by cruise ships and other vessels would result in a loss of significant components of both ARRC's revenues and transportation infrastructure in Southcentral Alaska and associated commercial activities, including the flow of cruise ship passengers into and out of Alaska and associated economic benefits to the State; and

WHEREAS, the Act requires that the ARRC receive specific authorization by law before it may issue any bonds; and

WHEREAS, Section 4, Chapter 30, SLA 2022 as amended by Chapter 1, SLA 2025 (the "Legislative Authorization"), authorizes the ARRC to issue up to $135 million of revenue bonds and revenue bonds refunding such revenue bonds, under the powers granted to it in the Act, to finance the Dock/Terminal Facility Project (as hereinafter defined); and

WHEREAS, ARRC desires to finance with the proceeds of the 2025 Bonds, and certain other available moneys, including the Purchase Price Deposit, the purchase, pursuant to a Purchase And Sale, Leasing And Lease Termination Agreement Between The Seward Company, LLC, and The Alaska Railroad Corporation Relating To A New Cruise Passenger Dock And Terminal Located In Seward, Alaska (the "PSA"), of a replacement passenger dock the intermodal terminal facility (the "Dock/Terminal Facility") in Seward, Alaska (collectively, the "Dock/Terminal Facility Project"); and

WHEREAS, the proceeds of the 2025 Bonds are to be used for associated costs of the Dock/Terminal Facility, including, without limitation, reserves for debt service and capitalized interest, if necessary or appropriate, costs of issuance of the 2025 Bonds and a portion of the purchase of the Dock/Terminal Facility Project; and

WHEREAS, in accordance with the Act, ARRC proposes to issue $_____, aggregate principal amount, of its Alaska Railroad Corporation, Cruise Port Revenue Bonds, Series 2025 ("2025 Bonds"), for the purposes of financing (i) a portion of the Purchase Price of the Dock/Terminal Facility, (ii) funding a debt service reserve for the 2025 Bonds, if necessary or appropriate, (iii) paying capitalized interest on the 2025 Bonds through _____ and (iv) paying the costs of issuing the 2025 Bonds, including the costs of bond insurance if necessary or appropriate; and

WHEREAS, on _____, the Board of Directors of ARRC, the governing body of ARRC (the "Board"), adopted the Bond Resolution (as hereinafter defined) authorizing, inter alia, the issuance of the 2025 Bonds; and

WHEREAS, pursuant to the Bond Resolution (as hereinafter defined), ARRC has appointed U.S. Bank Trust Company, National Association, to act as Trustee under the Indenture and U.S. Bank Trust Company, National Association has accepted its appointment as Trustee (the "Trustee") and does hereby acknowledge and accept the powers, duties and obligations of the Trustee under this Indenture; and

WHEREAS, the Bonds, including the 2025 Bonds, are limited obligations of the ARRC, payable solely from the Gross Revenues, the other security pledged hereby, and the moneys, securities and funds held under this Indenture as hereinafter set forth; and

WHEREAS, all things necessary to make the 2025 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid, binding and legal limited obligations of ARRC according to the import thereof, and to constitute this Indenture a valid pledge of and grant of a lien on the Gross Revenues for the purpose of securing the payment of the principal of, premium, if any, and interest on the Bonds (as hereinafter defined) have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this Indenture and the execution and issuance of the 2025 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, IN ORDER TO SECURE the payment of: the principal of, premium if any, and interest on the Bonds according to their tenor and effect; the performance and observance by ARRC of all the covenants and agreements on the part of ARRC expressed herein and in the Bonds, the payment of all amounts due and owing to any Credit Facility Issuer as a result of payments to the Trustee under a Credit Facility; all Periodic Payments due and owing pursuant to any Qualified Hedge Agreement; and the payment of Subordinate Debt, as and to the extent provided herein,

ARRC DOES HEREBY assign and pledge unto the Trustee and its successors in trust and its and their assigns forever, and DOES FURTHER HEREBY create and grant in favor of the Trustee and said successors and assigns, subject to the terms of this Indenture, a continuing lien on and security interest in, all right, title and interest of ARRC in, to and under the following, in each case whether now existing or hereafter arising, now owned or hereafter acquired, or wherever located: (a) any and all Gross Revenues; (b) Insurance Proceeds; (c) the Pier Usage Agreement (as hereinafter defined); and (d) all funds held by the Trustee under this Indenture, except for the moneys and Investment Securities held in the Rebate Fund (as hereinafter defined) in trust for the United States of America;

TOGETHER WITH any and all other property rights and interests of every kind or nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto by ARRC, as and for additional security in connection herewith and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (collectively, the "Trust Estate");

TO HAVE AND TO HOLD all and singular the said property, rights and interests so assigned and pledged unto the Trustee and its successors in said trust and its and their assigns forever,

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth and for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, without preference, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds, except as and to the extent expressly provided herein and for the benefit of any Credit Facility Issuer as a result of payments to the Trustee under a Credit Facility to the extent provided herein.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, uses and purposes as herein expressed and ARRC has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective Owners of the Bonds, from time to time, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. In this Indenture and any Supplemental Indenture (as hereinafter defined) (except as otherwise expressly provided or unless the context clearly otherwise requires), the following terms shall have the meanings specified in this Article.

"Act" means the Alaska Railroad Corporation Act, AS 42.40.010 et seq., as the same may be amended and supplemented from time to time.

"Additional Bonds" means any Series of Bonds, other than the 2025 Bonds, issued under this Indenture and an applicable Supplemental Indenture.

Amortized Value" means the principal amount of the Bonds to be redeemed multiplied by the price of such Bonds expressed as a percentage, calculated based on the industry standard method of calculating bond prices, with a delivery date equal to the date of redemption, a maturity date equal to the (i) in the case of any Bonds with original issue discount, the stated maturity date of such Bonds, or (ii) in the case of any Bonds with original issue premium, the earlier of the stated maturity date and first optional redemption date of such Bonds, and a yield equal to such Bonds' original yield as set forth in the offering document for such Bonds.

"ARRC" means the Alaska Railroad Corporation, duly organized and existing under the Act.

"Authorized Officer" means the Chief Executive Officer of ARRC, the Chief Financial Officer of ARRC or any other officer or employee of ARRC authorized to perform specific acts or duties hereunder by resolution duly adopted by ARRC or the Chief Executive Officer.

"Balloon Indebtedness" means all or any portion of any Bonds 25% or more of the initial principal of which matures on the same date or within the same Fiscal Year. For purposes of this definition, the principal amount maturing on any date shall be reduced by the amount of such Bonds scheduled to be amortized by repayment or redemption prior to its stated maturity date. If any Bonds consist partially of Variable Rate Bonds and partially of Bonds bearing interest at a fixed rate, the portion constituting Variable Rate Bonds and the portion bearing interest at a fixed rate shall be treated as separate issues for purposes of determining whether any such indebtedness constitutes Balloon Indebtedness.

"Beneficial Owner" means any Person for whom a DTC Participant acquires an interest in any Bonds.

"Berthing Agreement" means any agreement with a user of the Dock/Terminal Facility other than the Pier Usage Agreement that provides for preferential berthing or other rights with respect to the Eastern Berth of the Dock/Terminal Facility.

"Bloomberg BVAL Municipal Curve" means BVAL Muni AAA Monthly Callable Yields.

"Board" means the Board of Directors of ARRC.

"Bond" or "Bonds" means any bonds, notes or other evidences of indebtedness of ARRC issued, authenticated and delivered under this Indenture, including any other Bonds to be issued hereunder, but not including Subordinate Debt, and including Reimbursement Obligations under Reimbursement Agreements and Periodic Payments under Qualified Interest Rate Swap Agreements that ARRC is required, or has elected, to treat as payable on a parity with the Bonds with respect to the pledge of Gross Revenues.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized as bond counsel and acceptable to ARRC.

"Bond Insurance Policy" means the [2025 Bond Insurance Policy and any other] municipal bond insurance policy insuring and guaranteeing the payment of the principal of and interest on a Series of Bonds or certain maturities thereof as may be provided in the Supplemental Indenture authorizing such Series or as otherwise may be designated by ARRC.

"Bond Insurer" means the [2025 Bond Insurer] and any other person authorized by law to issue a Bond Insurance Policy that has issued a Bond Insurance Policy in connection with a Series of Bonds.

"Bond Register" means the list of the names and addresses of Owners and the principal amounts and identification numbers of the Bonds held by them maintained by the Registrar on behalf of ARRC.

"Bond Resolution" means the resolution adopted by the Board on _____ authorizing, inter alia, the sale and issuance of the 2025 Bonds.

"Bond Year" means, with respect to any Series of Bonds, each one-year period (or shorter period from the date of issue) that ends at the close of business on the date in the fiscal year that is elected by ARRC as permitted under the Code with notice thereof to the Trustee.

"Business Day" means a day other than a Saturday, Sunday or holiday on which ARRC, the Trustee or any applicable Credit Facility Issuer is authorized or required to be closed under applicable state or federal law or executive order.

"Capital Addition" means all property or interests in property, real, personal and mixed (a) which constitute additions, improvements or extraordinary repairs or replacements of all or any part of the Dock/Terminal Facility Project, and (b) the Cost of which is property capitalized under Generally Accepted Accounting Principles, but excluding the Dock/Terminal Facility Project.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor legislation, and the regulations and published rulings promulgated thereunder or applicable thereto.

"Common Reserve Account" shall have the meaning set forth in Section 7.07

"Common Reserve Bonds" shall have the meaning set forth in Section 7.07.

"Consultant" means a Person who shall be independent, appointed by ARRC as needed, and qualified and having a favorable reputation for skill and experience in the matters for which ARRC has retained the Consultant.

"Consultant's Certificate" means a statement certified by the Consultant.

"Consulting Engineer" means an engineer, including an engineer that is employed by ARRC, or firm of engineers who have a favorable nationwide reputation for skill and experience in the design, construction and operation of docks and related passenger facilities. If such Person be an individual, such Person shall not be a member of the Board. If such Person be a partnership or a corporation, such Person shall not have a partner, director, officer or substantial stockholder who is a member of the Board.

"Consulting Engineer's Certificate" means a statement certified by the Consulting Engineer.

"Cost" or "Cost of Construction" shall, without intending to limit any proper definition thereof under generally accepted accounting principles, include the following, other than with respect to the Dock/Terminal Facility Project:

(a) obligations incurred and payments made or required to be made by ARRC for labor and to contractors, builders, suppliers and materialmen in connection with any Capital Addition;

(b) in this Indenture and to the extent provided for in any Supplemental Indenture, (i) interest on Bonds, or notes or bond anticipation notes or other obligations issued to finance construction during any construction period or for such period as any Supplemental Indenture may provide, and (ii) the reasonable expenses of ARRC (including working capital and compensation and expenses of the Trustee) for the same period;

(c) the cost of acquiring by purchase or lease, and the amount of any award or final judgment in, or settlement or compromise of, any proceeding to acquire by condemnation lands, property, rights, rights-of-way, franchises, easements and other interests as may be deemed necessary or convenient in connection with any Capital Addition and partial payments thereon, and the amount of any damages incident to or consequent upon construction or payments for the restoration of property damaged or destroyed in connection with construction;

(d) the cost of acquiring by purchase or lease any property real, personal or mixed, tangible or intangible, or any interest therein, including equipment, and capital costs, necessary or desirable for carrying out the purpose of ARRC relating to any Capital Addition and all fees and expenses incident thereto including, without limitation, the costs of abstracts of title, title insurance, title opinions and of surveys and reports;

(e) the cost of contract bonds and premiums on insurance of all kinds during construction which are not paid by contractors or otherwise provided for, and taxes or other municipal or governmental charges (if any) lawfully levied or assessed during construction upon any part of any Capital Addition;

(f) fees and expenses of engineers for studies, surveys, reports, estimates of costs and revenues and other estimates relating to plans and specifications and preliminary investigations therefor and for supervising construction or acquisition, as well as the performance of all other duties of engineers in connection with any such construction or acquisition or the financing thereof relating to any Capital Addition;

(g) all expenses of audits, compensation and expenses of the Trustee, including legal fees and expenses, financing charges and compensation of the financial adviser (if any), cost of printing the Indenture or any Supplemental Indenture and of preparing and issuing Bonds and legal fees, including those of Bond Counsel, and all costs, fees and expenses incurred, or estimated to be incurred by ARRC in connection with the Dock/Terminal Facility Project or any Capital Addition; and

(h) reimbursement to ARRC or in payment of any indebtedness incurred by ARRC, including the payments of obligations of ARRC with interest thereon, for any of the above items or for any other costs which are properly chargeable to the cost of construction or acquisition.

"Counsel" means an attorney-at-law or law firm, who may be counsel for ARRC or the Trustee and who may be an officer or employee of ARRC or the Trustee.

"Credit-Enhanced Bonds" means any Bonds which are secured by or otherwise entitled to the benefits of any Credit Facility.

"Credit Facility" means any letter of credit, bond insurance policy or credit facility (other than a Reserve Fund Credit Facility) issued to or for the benefit of the Trustee to secure any obligation of ARRC with respect to any Bonds.

"Credit Facility Issuer" means the issuer of any particular Credit Facility, and its successors and assigns as such issuer.

"Credit Facility Issuer Adverse Change" means, with respect to any Credit Facility Issuer at any particular time, the occurrence and continuance of one or more of the following events: (a) such Credit Facility Issuer shall have failed to pay or perform when due its obligations under the Credit Facility issued by it; (b) the Credit Facility issued by such Credit Facility Issuer or any material term or provision thereof shall cease to be in full force and effect (except in accordance with the express terms of such Credit Facility), or such Credit Facility Issuer shall, or shall purport to, terminate (except in accordance with the terms of such Credit Facility), repudiate, declare voidable or void or otherwise contest, such Credit Facility or term or provision thereof or any obligation or liability of such Credit Facility Issuer thereunder; (c) the commencement by such Credit Facility Issuer of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for itself or any substantial part of its property; or (d) the consent of such Credit Facility Issuer to any relief referred to in the previous clause (c) in an involuntary case or other proceeding commenced against it.

"Debt Service Fund" means the fund of such name created pursuant to Section 7.02 hereof.

"Debt Service Requirement" means, for a specified period, the principal of (whether at maturity or pursuant to mandatory redemption) and interest (other than capitalized interest) on any Outstanding Bonds payable during the period. For purposes of calculating the Debt Service Requirement at any particular time and for any particular purpose under this Indenture, the following assumptions and rules shall apply:

(a) Each maturity of Bonds that constitutes Balloon Indebtedness shall be treated as if it were to be amortized over a term of not more than twenty-five (25) years and with substantially level annual debt service payments commencing not later than the year following the year in which such Balloon Indebtedness was issued, and extending not later than twenty-five (25) years from the date such Balloon Indebtedness was originally issued. For fixed rate obligations, the interest rate used for such computation shall be determined by (1) a Consultant to be a reasonable market rate for fixed rate bonds of a corresponding term issued under this Indenture on the date of such

calculation, with no credit enhancement and taking into consideration whether such Bonds bear interest that is or is not excluded from gross income for federal income tax purposes and that is or is not subject to any alternative minimum tax or (2) an Authorized Representative of ARRC by applying a Municipal Bond Index of the same rating category as ARRC for fixed-rate bonds of the most closely corresponding final term and parameters in (1) above in this sentence. For Balloon Indebtedness that also constitutes Variable Rate Bonds, the interest rate used for such computation shall be determined by (1) a Consultant to be a reasonable market rate for fixed rate Bonds of a corresponding term issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Bonds bear interest that is or is not excluded from gross income for federal income tax purposes and that is or is not subject to any alternative minimum tax or (2) an Authorized Representative of ARRC by applying a Municipal Bond Index of the same rating category as ARRC for fixed-rate bonds of the most closely corresponding final term and parameters in (1) above.

(b) Notwithstanding subparagraph (a) above, if any stated maturity date of Bonds that constitutes Balloon Indebtedness occurs within twelve (12) months from the date of the calculation of Annual Debt Service, the principal amount maturing shall be assumed to become due and payable on the stated maturity date unless there is delivered a certificate of an Authorized Representative of ARRC stating that (i) ARRC intends to refinance such maturity and (ii) the probable terms of such refinancing. Upon delivery of such certificate, such Balloon Indebtedness shall be assumed to be refinanced, and Annual Debt Service shall be calculated, in accordance with the probable terms set out in such certificate, except that such assumption shall not result in an interest rate lower than that which would be assumed under subparagraph (a) above and such Balloon Indebtedness shall be amortized over a term of not more than forty (40) years from the date of refinancing.

(c) With respect to any Interim Indebtedness, it shall be assumed that the principal amount of the Interim Indebtedness will be continuously refinanced and will remain Outstanding until the first Fiscal Year for which interest on the Interim Indebtedness has not been capitalized or otherwise funded or provided for. For such first Fiscal Year, it shall be assumed that (i) the Outstanding principal amount of the Interim Indebtedness will be refinanced with a Series of Bonds that will be amortized over a period not to exceed 25 years in such manner as will cause the maximum annual debt service payments applicable to such Series in any twelve (12) month period not to exceed 110% of the minimum annual debt service payments applicable to such Series for any other twelve (12) month period, and (ii) the Series of Bonds will bear interest at a fixed interest rate estimated by (1) a Consultant to be the interest rate such Series of Bonds would bear if issued on such terms on the date of such estimate to be a reasonable market rate for fixed-rate bonds of a corresponding term issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Bonds bear interest that is or is not excluded from gross income for federal income tax purposes and that is or is not subject to any alternative minimum tax or (2) an Authorized Representative of ARRC by applying a Municipal Bond Index of the same rating category as ARRC for fixed-rate bonds of the most closely corresponding final term and parameters in (1) above.

(d) If any of the Outstanding Bonds constitute Tender Bonds, or if Bonds then proposed to be issued would constitute Tender Bonds, except to the extent clause (e) below applies, for purposes of determining the Debt Service Requirement with respect to such Tender Bonds, such

Tender Bonds shall be treated as if the principal amount of such Tender Bonds Outstanding or to be Outstanding in the year in which such Tender Bonds are first subject to tender were to be amortized over a term of 25 years commencing in the year in which such Tender Bonds are first subject to tender and with substantially level annual debt service payments, and the interest rate used for such computation shall be that rate determined by a Consultant to be a reasonable market rate for 25-year fixed-rate bonds issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Tender Bonds are Tax-Exempt Bonds;

(e) If Bonds proposed to be issued would be Tender Bonds and such Tender Bonds are proposed to be secured by a Credit Facility, and the Credit Facility Issuer of such Credit Facility is to be secured on a parity with the Bonds, then solely for the purposes of Section 3.02(i) of this Indenture, the principal and interest payable during any particular period on such Tender Bonds shall be deemed to be the maximum amount that would be payable during such period to such Credit Facility Issuer if such Credit Facility were used or drawn upon to purchase or retire such Tender Bonds on the earliest date on which such Tender Bonds may be required to be purchased or retired (whether at the option of the Owner thereof or in connection with any expiration of such Credit Facility or otherwise);

(f) If any of the Outstanding Bonds constitute Variable Rate Bonds or if Bonds then proposed to be issued would constitute Variable Rate Bonds then (i) for purposes of Section 3.02(i) of this Indenture, such Variable Rate Bonds shall be assumed to bear interest at the maximum permissible rate with respect thereto set forth in the proposed Supplemental Indenture relating thereto, and (ii) for any other purposes of calculating the Debt Service Requirement with respect to such Variable Rate Bonds, such Variable Rate Bonds shall be assumed to bear interest (A) at a rate equal to 50 basis points above The Bond Buyer's "25 Revenue Bond Index" (or comparable index if no longer published) in effect as of the thirtieth day prior to the date of issuance of such Variable Rate Bonds, if such Variable Rate Bonds are Tax-Exempt Bonds, or (B) at a rate equal to 50 basis points above the Treasury Rate, if such Variable Rate Bonds are not Tax-Exempt Bonds;

(g) If an Interest Rate Hedge Agreement entered into in accordance with the requirements of Section 5.11 hereof is in effect (or, in the case of Bonds proposed to be issued, is proposed to be in effect upon the issuance of such Bonds), and so long as no Interest Rate Hedge Agreement Adverse Change has occurred with respect thereto, the interest payable during any particular period for such Bonds for purposes of computing the Debt Service Requirement for such period may at the election of ARRC, with notice to the Trustee, be determined by reference to the synthetic rate payable by ARRC under or after giving effect to such Interest Rate Hedge Agreement;

(h) If money that is not included in the definition of "Gross Revenues" has been used to pay or has been irrevocably deposited with and is held by ARRC to pay principal and/or interest on Bonds, then the principal and/or interest paid from such money shall be excluded from the computation of the Debt Service Requirement.

(i) For any Bonds for which a binding commitment, letter of credit or other credit arrangement providing for the extension of such Bonds beyond their original maturity date exists,

the computation of the annual amount payable on account of principal and interest on such Bonds shall, at the option of ARRC, be made on the assumption that such Bonds will be amortized in accordance with such credit arrangement.

"Debt Service Reserve Fund" means the fund of such name created pursuant to Section 7.02 hereof.

"Debt Service Reserve Secured Bonds" means any Common Reserve Bonds or Series of Bonds for which this Indenture or any Supplemental Indenture authorizes said Bonds to be secured by funds constituting a Series Debt Service Reserve Requirement. The 2025 Bonds are Debt Service Reserve Secured Bonds.

"Debt Service Reserve Requirement" means, (a) unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, with respect to the Common Reserve Bonds, an amount equal to the lesser of: (i) ten percent (10%) of the stated principal amount of the Common Reserve Bonds; (ii) the Maximum Annual Debt Service Requirement on the Common Reserve Bonds and (iii) 125% of the average annual principal and interest requirement of the Common Reserve Bonds; and b) with respect to any Series of Bonds issued pursuant to a Supplemental Indenture that are not Common Reserve Bonds, the Debt Service Reserve Fund Requirement, if any, established for such series of Bonds in such Supplemental Indenture.

"Defeasance Securities" means non-callable Governmental Obligations.

"Designated Office" of the Registrar means the office thereof designated in writing to ARRC and the Trustee.

"Dockage Fees" means the charges assessed against a vessel for berthing at the ARRC's wharves and facilities at Seward, Alaska, from time to time established by ARRC by tariffs implemented by ARRC.

"DTC" shall have the meaning set forth in Section 2.10 hereof.

"DTC Participant" means any securities broker or dealer, bank, trust company, clearing corporation or other Person having an account at DTC.

"Event of Default" means any event specified as such in Section 10.01 hereof.

"Excess Improvement Fee Fund" means the fund of such name created pursuant to Section 7.02 hereof.

"Fiscal Year" means the twelve-month period beginning on January 1 of each year.

"Fitch" means Fitch Ratings and its successors and assigns, and if such corporation shall for any reason no longer perform the functions of a securities ratings agency, "Fitch" shall be deemed to refer to any other nationally recognized rating agency designated by ARRC.

"Fund" means any fund created with the Trustee hereunder.

"Government Obligations" means:

(a) any bonds or other obligations of the United States of America which, as to principal and interest, constitute direct obligations of or are guaranteed by the United States of America;

(b) any bonds, debentures, participation certificates, notes or other obligations of any agency or other corporation which has been or may hereafter be created by or pursuant to an Act of Congress of the United States as an agency or instrumentality thereof, including, but not limited to, Freddie Mac, Fannie Mae, the Federal Home Loan Bank System, and the Federal Farm Credit System, the bonds, debentures, participation certificates, notes or other obligations of which are unconditionally guaranteed by the United States of America;

(c) any bond or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any state:

(i) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee or other fiduciary of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions;

(ii) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (iii), as appropriate; and

(iii) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (iii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (iii), as appropriate; and

(d) any certificates or other evidences of an ownership interest in obligations of the character described in clauses (i) and (ii) hereof or in specific portions thereof, including, without limitation, portions consisting solely of the principal thereof or solely of the interest thereon.

"Gross Revenues" means Improvement Fees, Dockage Fees, SFFCs, Liquidated Damages and any Investment Earning thereon. "Gross Revenues" shall include any Improvement Fee Restricted Amount Transfer or SFFC Restricted Amount Transfer.

"Improvement Fees" means the charge per passenger assessed against all vessels which load or discharge passengers at the Dock/Terminal Facility Project from time to time as established by ARRC by tariffs, the RCG Improvement Fee, and pursuant to a Berthing Agreement, for

improvements made or to be made at the Dock/Terminal Facility Project or facilities related to the Dock/Terminal Facility Project.

"Improvement Fee ARG" shall have the meaning set forth in the Pier Usage Agreement.

"Improvement Fee ARG Shortfall" shall have the meaning set forth in the Pier Usage Agreement.

"Improvement Fee ARG Surplus" shall have the meaning set forth in the Pier Usage Agreement.

"Improvement Fee Fiscal Year Surplus Amount" means, for each Fiscal Year as of any date of calculation, the sum of the Improvement Fee ARG Surplus in a Fiscal Year as reduced in each Fiscal Year during the Reconciliation Period for such Fiscal Year by (i) any Improvement Fee Restricted Amount Transfer, and (ii) any amount thereof remaining on the expiration of the Reconciliation Period for such Fiscal Year.

"Improvement Fee Restricted Amount" shall mean the aggregate outstanding balance, if any, for all Fiscal Years, of each Improvement Fee Fiscal Year Surplus Amount.

"Improvement Fee Restricted Amount Transfer" shall mean the transfer, to the extent of the available Improvement Fee Restricted Amount, in each Fiscal Year from the RCG Improvement Fee Reconciliation Record Subaccount to the Revenue Fund in the amount of the Improvement Fee ARG Shortfall for such Fiscal Year.

"Indebtedness" means (a) Bonds, (b) Subordinate Debt, and (c) other debt of ARRC issued or incurred in connection with any Capital Addition not secured by the Gross Revenues.

"Indenture" means this Trust Indenture, as amended or supplemented from time to time in accordance with the terms hereof.

"Insurance Proceeds" means any insurance proceeds received in connection with the damage or destruction of the Dock/Terminal Facility Project or a Capital Addition from policies maintained pursuant to Section 6.05 hereof.

"Interest Payment Date" means the Interest Payment Date specified in the Supplemental Indenture with respect to Bonds issued thereunder. For the 2025 Bonds, the Interest Payment Date will mean _____ 1 and _____1.

"Interest Rate Hedge Agreement" means (a) any interest rate swap or exchange agreement, (b) any interest rate cap, collar, corridor, ceiling or floor agreement, (c) any forward agreement, (d) any float agreement and (e) any other similar arrangement which, in any such case, is entered into by ARRC consistent with the Act and Section 5.11 hereof with respect to any Bonds.

"Interest Rate Hedge Agreement Adverse Change" shall have the meaning set forth in Section 5.11 hereof.

"Interim Indebtedness" means any Bonds (i) for or with respect to which no principal payments are required to be made other than on the maturity date thereof, which date shall be no later than five (5) years from the date of its delivery to the initial purchasers, and (ii) which are authorized by an agreement that declares ARRC's intent, at the time of issuance, to refund or refinance all or a part of the same prior to or on such maturity date, including commercial paper, notes, and similar obligations.

"Investment Earnings" shall have the meaning set forth in Section 8.01 hereof.

"Investment Securities" shall mean any of the following obligations or securities (to the extent that such obligations or securities constitute legal investments for moneys of ARRC under the Act, and, if the Bonds are Credit-Enhanced Bonds, to the extent that such obligations or securities constitute qualified investments by the relevant Credit Facility Issuer):

(a) Government Obligations;

(b) obligations of the Federal National Mortgage Association;

(c) obligations of the Federal Intermediate Credit Banks;

(d) obligations of the Federal Banks for Cooperatives;

(e) obligations of Federal Home Land Banks;

(f) obligations of Federal Home Loan Banks;

(g) obligations of Export-Import Bank of the United States;

(h) obligations of the U.S. Postal Service;

(i) obligations of the Government National Mortgage Association;

(j) obligations of the Federal Home Loan Mortgage Corporation;

(k) obligations of the Private Export Funding Corporation;

(l) obligations of a state, territory or possession of the United States or any political subdivision of the foregoing, the interest on which is not included in gross income for federal income taxation purposes and which bear a rating in one of the two highest rating categories by a Rating Agency;

(m) interest bearing accounts, interest bearing deposits or certificates of deposit issued by, or bankers' acceptances drawn or accepted by, banks or trust companies, including the Trustee, organized under the laws of the United States or any state thereof whose long term debt and bank deposits bear ratings of "A" (or its equivalent) or better by a Rating Agency;

(n) commercial paper rated "P-1" (or its equivalent) or better by a Rating Agency or units of a commercial paper portfolio or fund comprised thereof;

(o) notes of bank holding companies and banking institutions, organized under the laws of the United States or any state thereof, bearing a ratings of "A" (or its equivalent) or better by a Rating Agency;

(p) units of a taxable government money-market portfolio restricted to obligations issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States or repurchase agreements collateralized by such obligations;

(q) certificates of deposit issued by a nationally or state-chartered bank, including the Trustee or any of its affiliates, or a savings and loan association whose long term debt and bank deposits do not bear ratings of "A" (or its equivalent) or better by a Rating Agency; provided that the principal amount of any such certificate of deposit in excess of the amount insured by the FDIC shall be fully secured and collateralized by the pledge and deposit of securities described in (i) above with a market value equal to one hundred percent (100%) of such uninsured excess principal amount;

(r) (i) demand and time deposits in, certificates of deposits of, bankers' acceptances issued by, or federal funds sold by any depository institution or trust company (including the Trustee) incorporated under the laws of the United States of America, any state thereof or the District of Columbia or any foreign depository institution with a branch or agency licensed under the laws of the United States of America or any state, subject to supervision and examination by Federal and/or State banking authorities and having an approved rating at the time of such investment or contractual commitment providing for such investment of "A" (or its equivalent) or better by a Rating Agency or (ii) any other demand or time deposit certificate of deposit which is fully insured by the Federal Deposit Insurance Corporation or any successor therefor;

(s) investment agreements or repurchase agreements with any bank, trust company, national banking association (which may include the Trustee) or any other financial institution or insurance company or guaranteed thereby, provided that the institution providing such investment agreements or repurchase agreements shall be rated "A" (or its equivalent) or better by a Rating Agency, or the principal amount of such investment agreements or repurchase agreements then outstanding shall be fully secured and collateralized by the pledge and deposit of securities (including wireable securities) described in (i) and (ii) above with a market value equal to one hundred two percent (102%) of such principal amount, that the Trustee has a perfected first security interest in the collateral, that the Trustee or any agent has possession of the collateral, and that such obligations are free and clear of claims by third parties; and

(t) money market mutual funds with assets in excess of $2,000,000,000 investing in obligations of the type specified in items (a) through (l), (o), (q) and (u) above.

Any of the items described in (n), (p), (r), (s) and (t) hereof shall be only of institutions whose capital surplus (or in the case of financial institutions other than banks, net worth) is in excess of $50,000,000.

“Letter of Representations” shall have the meaning set forth in Section 2.10 hereof.

“Liquidated Damages” means any liquidated damages paid to and received by ARRC pursuant to Section 9.3 of the PSA.

"Majority Credit Facility Issuers" means, at any particular time, such Credit Facility Issuer or group of Credit Facility Issuers which has or have issued a Credit Facility or Credit Facilities securing at least a majority in aggregate principal amount of the Credit-Enhanced Bonds Outstanding at such time. For the purpose of this definition, any Credit-Enhanced Bonds secured by a Credit Facility issued by a Credit Facility Issuer as to which, at the time in question, a Credit Facility Issuer Adverse Change exists, shall be disregarded.

"Maximum Annual Debt Service Requirement" with respect to Bonds means, as of the relevant date of any calculation thereof, the maximum Debt Service Requirement in any subsequent Fiscal Year on Bonds, which are expected to be Outstanding at the time of such calculation.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by ARRC. Whenever rating categories of Moody's are specified in this Indenture, such categories shall be irrespective of gradations within a category unless otherwise expressly provided herein.

"Municipal Bond Index" means Bloomberg BVAL Municipal Curve, Municipal Market Data (MMD) Index or a similar market accepted index.

"Municipal Market Data (MMD) Index" means the Municipal Market Data AAA general obligation yield curve published by Refinitiv.

"Outstanding" means, with respect to any Indebtedness other than Bonds, Indebtedness which has not been paid and with respect to which payment has not been provided for.

"Outstanding Bonds" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment or redemption;

(b) Bonds for the payment or redemption of which the necessary amount shall have been or shall concurrently be deposited with the Trustee or for the payment of which provision shall have been made in accordance with Section 9.02 hereof; provided that if such Bonds are being redeemed prior to maturity the required notice of redemption shall have been given or provision satisfactory to the Trustee shall have been made therefor;

(c) Bonds in lieu of which others have been authenticated and delivered under Section 2.05 or Section 2.06 hereof; and

(d) Bonds which have been paid pursuant to the second paragraph of section 2.05.

Bonds paid with the proceeds of any Credit Facility shall be Outstanding until the Credit Facility Issuer has been reimbursed for the amount of the payment or has presented such Bonds for cancellation.

"Owner" or "Owners" or "Registered Owner" or "Registered Owners" means the registered owner of any Bond. Any reference to a majority or a particular percentage or proportion of the Owners, or to a majority or a particular percentage or proportion of the Owners of the Bonds of a particular Series, shall mean the Owners at the particular time of a majority or of the specified percentage or proportion in aggregate principal amount of all Bonds then Outstanding under this Indenture, or of all Bonds of the particular Series then Outstanding under this Indenture, as the case may be, exclusive of Bonds held by ARRC (whether or not theretofore issued); provided, however, that for the purpose of determining whether the Trustee shall be protected in relying upon any direction or consent given or action taken by the Owners, only the Bonds which the Trustee knows are so held by ARRC shall be excluded.

"Periodic Payments" means any regularly scheduled fixed payment payable by ARRC to the counterparty pursuant to the terms of any Interest Rate Swap Agreement(s); however, Periodic Payments shall not include any termination payments or any other sums payable under the Interest Rate Swap Agreement that are not regularly scheduled payments payable by ARRC.

"Person" means an individual, a corporation, a partnership, a limited liability company or partnership, an association, a joint stock company, a trust, an unincorporated organization, a regulatory body, any political subdivision, municipality or municipal authority or any other group or entity.

"Pier Usage Agreement" means the Pier Usage Agreement, dated August 15, 2024, between RCG and ARRC.

"Principal Payment Date" means the Principal Payment Date specified in the Supplemental Indenture with respect to Bonds issued thereunder. For the 2025 Bonds, Principal Payment Date means _____1.

"Project Fund" means the fund of such name created pursuant to Section 7.02 hereof.

"PSA" shall have the meanings set forth in the recitals hereof.

"Purchase Price" shall have the meaning set forth in Section 1.4 of the PSA.

"Purchase Price Contribution Account" means the account of such name established within the Project Fund and created pursuant to Section 7.02 hereof.

"Purchase Price Deposit" means the amount of $20,000,000 appropriated by ARRC to be used to fund a portion of the Purchase Price of the Dock/Terminal Facility Project.

"Rating Agency" shall mean Fitch, Moody's or S&P, as applicable or any other rating agency then rating any series of Bonds.

"RCG" means Royal Caribbean Group.

"RCG Improvement Fee" means the Improvement Fees charged to RCG pursuant to the Pier Usage Agreement.

"RCG Improvement Fee Reconciliation Record Subaccount" means the subaccount of such name created pursuant to Section 7.02 hereof

"RCG Service Fee and Facility Charge Reconciliation Record Fund" means the fund of such name created pursuant to Section 7.02 hereof.

"RCG SFFC" means the SFFCs charged to RCG pursuant to the Pier Usage Agreement.

"Rebate Amount" with respect to any Series of Tax-Exempt Bonds shall have the meaning set forth in the relevant Tax Compliance Agreement executed in connection with such Series.

"Rebate Fund" means the separate fund of such name created pursuant to Section 7.02 hereof.

"Reconciliation Period" shall have the meaning set forth in the Pier Usage Agreement.

"Record Date" means the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding any Interest Payment Date, and with respect to any other Series of Bonds means the date specified as the Record Date therefor in the Supplemental Indenture authorizing such Series.

"Registrar" means any Registrar appointed in accordance with Section 11.12 hereof.

"Reimbursement Obligations" means the obligations to reimburse a Credit Facility issuer for draws on a letter of credit issued under a Credit Facility, or to reimburse a Credit Facility Issuer making liquidity payments pursuant to a liquidity facility and to pay all other amounts due or to become due under an applicable reimbursement agreement.

"Reserve Fund Credit Facility" means any unconditional irrevocable letter of credit, surety bond or insurance policy which (a) is issued in favor of the Trustee and held by the Trustee to the Debt Service Reserve Fund, in accordance with Section 7.05 hereof, for the benefit of the Owners of one or more Series of Bonds; (b) in the case of any surety bond or insurance policy, is either (i) issued by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the relevant Bonds with a claims paying ability rated in one of the three highest credit rating categories by two Rating Agencies or (ii) approved by each Credit Facility Issuer which has issued a Credit Facility securing the Bonds to which such insurance policy or surety bond will relate; (c) in the case of a letter of credit, is issued by a banking institution whose obligations secured by a letter of credit are rated by at least two Rating Agencies at the following minimum ratings: "A+" by S&P, "A1" by Moody's and "A+" by Fitch; and (d) meets the further requirements set forth in Section 7.07 hereof.

"Revenue Fund" means the separate fund of such name created pursuant to Section 7.02 hereof.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, and its successors, and if such entity shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by ARRC. Whenever rating categories of S&P are specified in

this Indenture, such categories shall be irrespective of gradations within a category unless otherwise expressly provided herein.

"Series" or "Series of Bonds" means all of the Bonds designated as being of the same series at the time of issuance thereof in one transaction and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to this Indenture.

"Series Debt Service Reserve Account" means each account in the Debt Service Reserve Fund related to a particular Series of Bonds that is required to be funded as required in a Supplemental Indenture with respect to a Series of Bonds issued thereunder.

"SFFC" means the charges per passenger assessed against all vessels which load or discharge passengers at the Dock/Terminal Facility Project from time to time as established by ARRC by tariffs implemented by ARRC, the charges per passenger imposed pursuant to a Berthing Agreement and the Service Fee and Facility Charge as defined in the Pier Usage Agreement for operation, maintenance, renewal and replacement costs of the Dock/Terminal Facility Project and other lawful purposes of ARRC

"SFFC ARG Shortfall" shall have the meaning set forth in the Pier Usage Agreement.

"SFFC ARG Surplus" shall have the meaning set forth in the Pier Usage Agreement.

"SFFC Fiscal Year Surplus Amount" means, for each Fiscal Year as of any date of calculation, the sum of the SFFC ARG Surplus in a Fiscal Year as reduced in each Fiscal Year during the Reconciliation Period for such Fiscal Year by (i) any SFFC Restricted Amount Transfer, and (ii) any amount thereof remaining on the expiration of the Reconciliation Period for such Fiscal Year.

"SFFC Restricted Amount" shall mean the aggregate outstanding balance, if any, for all Fiscal Years of each SFFC Fiscal Year Surplus Amount.

"SFFC Restricted Amount Transfer" shall mean the transfer, to the extent of the available SFFC Restricted Amount, in each Fiscal Year from the RCG Service and Facility Fee Charges Reconciliation Record Fund to the Revenue Fund in the amount of the SFFC ARG Shortfall for such Fiscal Year.

"Special Payment Date" means with respect to any Outstanding Bonds the date set for the payment of any principal of or interest on such Bonds that was not paid when due on any Interest Payment Date therefor or on any other date that such principal or interest became due, which date shall be fixed by the Trustee whenever moneys become available for the payment of such principal or interest.

"Special Record Date" means the date (whether or not a Business Day) which is the fifteenth day prior to any Special Payment Date.

"State" means the State of Alaska.

"Subordinate Debt" means any bonds, notes or other obligations issued in connection with a Capital Addition (a) which are designated by ARRC as Subordinate Debt, and (b) which may have pledged to their payment Gross Revenues, alone or in conjunction with other sources, as a subordinate lien pledge to the pledge of Gross Revenues to Bonds.

"Subordinate Debt Service Fund" means the fund so designated and created by Section 7.06 hereof.

"Subordinate Debt Service Reserve Fund" means the fund so designated and created by Section 7.07 hereof.

"Supplemental Indenture" means any indenture of ARRC amending or supplementing this Indenture for any purpose, in accordance with the terms hereof.

"Surplus Fund" means the fund of such name created pursuant to Section 7.02 hereof.

"Tax Compliance Agreement" means any agreement or certificate executed by ARRC regarding compliance with provisions of the Code to assure that interest on any Tax-Exempt Bonds is excludable from the gross income of the Owners thereof for federal income tax purposes.

"Tax-Exempt Bonds" means any Bonds of a Series issued under this Indenture, the interest on which is intended to be excludable from the gross income of the Owners thereof for federal income tax purposes.

"Tender Bonds" means any Bonds that are subject to optional or mandatory tender by the Owner thereof (including without limitation any mandatory tender in connection with the expiration of any Credit Facility securing such Bonds) for purchase or redemption prior to the stated maturity thereof.

"Treasury Rate" means, for purposes of any applicable calculation of the Debt Service Requirement on Variable Rate Bonds, a per annum rate (expressed as a semiannual equivalent and as a decimal and, in the case of United States Treasury bills, converted to a bond equivalent yield) determined to be the per annum rate equal to the semiannual equivalent yield to maturity for United States Treasury securities maturing on the final fixed maturity date of such Variable Rate Bonds (or, if no such securities mature on such date, the rate determined by standard securities interpolation methods as applied to the series of such securities maturing as close as possible to, but earlier than, such date, and the series of such securities maturing as close as possible to, but later than, such date), in each case as reported in the statistical release "H.15(519)" (or any successor publication) of the Board of Governors of the Federal Reserve System published on the thirtieth day prior to the date of issuance of such Variable Rate Bonds (or, if not published on such thirtieth day, then as published most recently prior to such thirtieth day).

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, as the Trustee under this Indenture, its successors in trust under Section 11.05 or 11.08 hereof and its and their assigns. "Designated Office" of the Trustee means the designated corporate trust office of the Trustee, which office or offices are located at the address specified in Section 14.07 hereof or such other address as the Trustee may designate from time to time by notice to the Holders and ARRC.

"Trust Estate" means all and singular the property, rights and interests assigned and pledged to the Trustee pursuant to the granting clauses of this Indenture.

"Variable Rate Bonds" means any Bonds the interest rate on which is not established at the time of issuance thereof at a single numerical rate for the entire term thereof.

"2025 Bond Insurer" means _____.

"2025 Bond Insurance Policy" means _____.

"2025 Capitalized Interest Account" means the Account of that name established within the Project Fund created pursuant to Section 7.02 hereof.

"2025 Cost of Issuance Account" means the Account of that name established within the Project Fund created pursuant to Section 7.02 hereof.

Section 1.02. Rules of Construction. The words ''hereof," "herein," "hereto," "hereby" and "hereunder" (except in the form of Bond) refer to the entire Indenture and not merely to the article or section in which they appear. Words importing the redemption or calling for redemption of Bonds shall not include or connote the payment of Bonds at their stated maturity.

Unless otherwise clearly stated, all references herein to particular articles or sections are references to articles or sections of this Indenture.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa and words of any gender include the correlative words of the other gender.

Every "request," "authorization," "order," "demand," "application," ''appointment," "designation,'' "notice," "statement," "certificate,'' "consent" or similar action hereunder, unless the form thereof is specifically provided, shall be in writing (including facsimile transmission), and if by ARRC, signed by an Authorized Officer.

The captions and headings in this Indenture are for reference purposes only and shall not control or affect the meaning or interpretation of any provisions of this Indenture.

ARTICLE II

THE BONDS

Section 2.01. Issuance of Bonds; Form and Terms thereof. Bonds may be issued under this Indenture in such aggregate principal amounts as shall be provided herein or in the respective Supplemental Indentures authorizing a Series of Bonds. Subject to applicable provisions hereof, all Bonds shall be issued and shall contain such maturities, payment terms, interest rate provisions, redemption or prepayment features and other provisions as shall be set forth in this Indenture, with respect to the 2025 Bonds, or in the applicable Supplemental Indenture providing for the issuance of any other Series of Bonds.

The Bonds shall be limited obligations of ARRC, payable solely from the Trust Estate. The Bonds shall constitute a valid claim of the respective Owners thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds, and which shall be utilized for no other purpose, except as expressly authorized in or provided by this Indenture. The Bonds shall not constitute general obligations of ARRC and under no circumstances shall the Bonds be payable from, nor shall the registered Owners thereof have any rightful claim to, any income, revenues, funds or assets of ARRC other than those pledged hereunder as security for the payment of the Bonds.

(a) Each Bond shall be dated the date of its authentication and shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated to which interest has been paid or duly provided for, unless authenticated on an Interest Payment Date to which interest has been paid or duly provided for, in which case it shall bear interest from such Interest Payment Date, or, unless authenticated prior to the first Interest Payment Date, in which case it shall bear interest from its dated date or such later date as is specified in the Supplemental Indenture providing for its issuance; provided, however, that if at the time of authentication of any Bond interest on such Bond is in default, such Bond shall bear interest from the date to which such interest has been paid or, if no interest has been paid, from its dated date.

(b) Each Bond shall bear such serial numbers as the Registrar shall assign thereto according to the records of the Registrar. “CUSIP” numbers may be imprinted on any Bonds, and the Trustee shall use such “CUSIP” numbers in notices of redemption as a convenience to Owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the serial numbers printed on the Bonds. ARRC will promptly notify the Trustee in writing of any change in the "CUSIP" numbers.

Section 2.02. Place, Manner and Source of Payment of Bonds. The principal of, premium, if any, and interest on Bonds issued hereunder shall be payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. Principal of, and premium, if any, on Bonds shall be payable to the Registered Owner upon presentation and surrender of the Bonds as the same shall become due and payable at the office of the Trustee located in Seattle, Washington, or at the designated office of any alternate or successor paying agent appointed by ARRC as are provided herein or in a Supplemental Indenture. Interest on the Bonds will be paid by the Trustee or by any alternate or successor paying agent

appointed by ARRC on each Interest Payment Date by check mailed on such Interest Payment Date to the Person in whose name a Bond is registered on the Bond Register at the close of business on the Record Date and at the address appearing on such Bond Register or, in lieu thereof, if so requested in a written notice provided to the relevant paying agent not less than five (5) days prior to the relevant Interest Payment Date by an Owner of $1,000,000 or more in aggregate principal amount of such Bonds by wire transfer to an account in a bank located in the continental United States designated by such Owner. Any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof as of the Record Date, and shall be payable to the Person who is the Registered Owner thereof at the close of business on the Special Record Date preceding the Special Payment Date set by the Trustee whenever moneys become available for payment of such interest. Notice of the Special Record Date and the Special Payment Date shall be given by the Trustee to Registered Owners of such Bonds not less than fifteen (15) days prior to the Special Record Date. All Bonds shall provide that principal or redemption price and interest in respect thereof shall be payable only out of the Trust Estate and the proceeds of any applicable Credit Facility in effect with respect to such Bonds.

Section 2.03. Execution; Limited Obligation. The Bonds shall be executed by manual or facsimile signatures of an Authorized of ARRC, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon. In case any officer of ARRC whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the authentication and delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if they had remained in office until authentication and delivery; and any Bond may be signed on behalf of ARRC by such Persons as, at the time of execution of such Bond, shall be the proper officers of ARRC, even though at the date of such Bond or of the execution and delivery of this Indenture any such Person was not such officer. The Bonds are limited obligations of ARRC payable solely from and secured solely by the Trust Estate, in accordance with this Indenture. The Bonds are not general obligations of ARRC and the revenues, funds and assets, tangible or intangible, real or personal, of ARRC (other than the Trust Estate) are not and will not be pledged for or required to be used for the payment of any amounts due under the Bonds. The Bonds are not, and shall not be or become, a debt, a liability or obligation of the State of Alaska or any political subdivision of the State or a pledge of the faith and credit of the State or a political subdivision of the State. ARRC has no taxing power.

Section 2.04. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond, substantially in the form set forth in the form of the Bonds as shall be set forth in the relevant Supplemental Indenture providing for the issuance of such Series of Bonds shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized signatory of the Registrar, but it shall not be necessary that the same signatory execute the certificate of authentication on all of the Bonds.

Section 2.05. Mutilated, Lost, Stolen or Destroyed Bonds. Upon receipt by ARRC and the Trustee of evidence satisfactory to both of them that any Outstanding Bond has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, ARRC shall execute, and

the Registrar shall authenticate and deliver, a new Bond of like tenor and denomination in exchange and in substitution for, and upon surrender and cancellation of, the mutilated Bond or in lieu of and in substitution for the Bond so destroyed, lost or stolen.

Any Owner requesting a new Bond authenticated and delivered under the provisions of this Section, shall pay the expenses, including printing costs, indemnity bond fees and charges and counsel fees and expenses, which may be incurred by ARRC, the Registrar and the Trustee in connection therewith. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature or has been called for redemption, ARRC may, pay to the Owner thereof the principal amount of such Bond upon the maturity or the redemption thereof and the compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Any Bond issued under the provisions of this Section 2.05 in exchange or substitution for any Bond alleged to be destroyed, lost or stolen, shall constitute an original additional contractual obligation on the part of ARRC, whether or not the Bond so alleged to be destroyed, lost or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with the Bond being replaced.

Section 2.06. Transfer and Exchange of Bonds; Persons Treated as Owners. The Registrar shall maintain and keep on behalf of ARRC, at its Designated Office, books for the registration of, and registration of transfer of, Bonds, which books shall, at all reasonable times, be open for inspection by ARRC and the Trustee; and, upon presentation for such purpose of any Bond entitled to registration or registration of transfer at the Designated Office of the Registrar, the Registrar shall register or register the transfer of such Bond in such books, under such reasonable regulations as the Registrar may prescribe. The Registrar shall make all necessary provisions to permit the exchange or registration of transfer of Bonds at its Designated Office.

The transfer of any Bond shall be registered in the registration books of the Registrar at the written request of the Owner thereof or his attorney duly authorized in writing, upon surrender and cancellation thereof at the Designated Office of the Registrar, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Owner or his duly authorized attorney. Upon the registration of transfer of any such Bond or Bonds, ARRC shall cause to be issued in the name of the transferee, in authorized denominations, a new fully registered Bond or Bonds in the same aggregate principal amount and of like tenor as the surrendered Bond or Bonds.

ARRC, the Trustee and the Registrar may deem and treat the Owner of any Bond as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or redemption price, if any hereof and interest due on such Bond and for all other purposes, and ARRC, the Trustee and the Registrar shall not be affected by any notice to the contrary. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds, upon surrender thereof at the Designated Office of the Registrar, may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of any authorized denominations of Bonds of the same series and maturity and having the same interest rate as the surrendered Bonds.

In all cases in which the privilege of exchanging Bonds or registering the transfer of Bonds is exercised, ARRC shall execute, and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. For every such exchange or registration of transfer of Bonds, whether temporary or definitive, ARRC, the Registrar or the Trustee may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the Person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer.

The Registrar shall not be required: (i) to issue, transfer or exchange any of the Bonds during a period beginning at the close of business on the tenth (10th) Business Day next preceding the day of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given; (ii) to transfer or exchange any Bond selected for redemption, in whole or in part; or (iii) to transfer or exchange this Bond during the period of ten (10) Business Days next preceding any interest payment date for this Bond.

Section 2.07. Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Registrar or the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount and interest represented thereby, or for replacement pursuant to Sections 2.05 and 2.06 hereof, such Bond shall be promptly canceled and destroyed by the Registrar or the Trustee, and counterparts of a certificate of destruction shall be furnished by the Registrar or the Trustee to ARRC and the Trustee (if the Registrar is not the Trustee).

Section 2.08. Temporary Bonds. Until Bonds in definitive form are ready for delivery, ARRC may execute and, upon the request of ARRC, the Registrar shall authenticate and deliver to the purchasers thereof, subject to the provisions, limitations and conditions set forth above, one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit of this Indenture. Upon the presentation and surrender of any Bond or Bonds in temporary form, ARRC shall, without unreasonable delay, prepare, execute and deliver to the Trustee, and the Registrar shall authenticate and deliver to the Owner or Owners thereof, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Trustee without making any charge therefor to the Owners of such Bonds in temporary form.

Section 2.09. Surrender and Cancellation. All Bonds surrendered for the purpose of payment and redemption, and all Bonds surrendered for exchange or transfer shall, as surrendered to the Registrar, be canceled and delivered to the Trustee, or, if surrendered to the Trustee, shall be canceled by it, and no such Bonds shall be issued under the Indenture in lieu thereof except as expressly permitted by any provisions hereof. If ARRC shall acquire any of the Bonds, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Bonds unless and until the same are surrendered to the Registrar or Trustee for cancellation. The Registrar, or the Trustee, if the Trustee is acting as the Registrar, shall make appropriate notations in its records in respect of all Bonds canceled by it and shall cremate or otherwise destroy all Bonds so canceled and deliver a certificate of such cremation or other destruction to ARRC and the Trustee (if the Registrar is not the Trustee).

Section 2.10. Book Entry System for Bonds. Unless a Supplemental Indenture shall provide otherwise with respect to a Series of Bonds, the Bonds of a Series shall be initially issued in book-entry only form. Unless a Supplemental Indenture shall provide otherwise with respect to a Series, in the event that any provision of this Section 2.12 is inconsistent with other provisions of this Indenture, so long as the Bonds shall be in book-entry only form, the provisions of this Section 2.10 shall govern. The Depository Trust Company ("DTC") will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity set forth in this Indenture, each in the aggregate Principal Amount of such maturity, will be registered in the name of CEDE & Co., as nominee for DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Trustee shall exchange all or any portion of the Bonds for an equal aggregate Principal Amount of Bonds registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from ARRC or the Trustee either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books maintained by the Trustee, in connection with discontinuing the book entry system or otherwise.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in New York Clearing House or equivalent next day funds on the dates provided for such payments under this Indenture. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of ARRC or the Trustee with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds Outstanding, the Trustee shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC or its nominee may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that, in each case the Trustee shall request, and DTC shall deliver to the Trustee, a written confirmation of such partial redemption and thereafter the records maintained by the Trustee shall be conclusive as to the amount of the Bonds which have been redeemed.

ARRC and the Trustee may treat DTC or its nominee as the sole and exclusive Owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither ARRC nor the Trustee shall be affected by any notice to the contrary. Neither ARRC nor the Trustee shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Trustee as being a Bondholder, with respect to either: (i) the Bonds; or (ii) the accuracy of any records maintained by DTC or any such participant; or (iii) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (iv) any notice which is permitted or required to be given to Bondholders under this Indenture; or (v) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC as Bondholder.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Bondholders under this Indenture shall be given to DTC as provided in the Representation Letter between ARRC and DTC (the "DTC Representation Letter"), in such form as is acceptable to the Trustee, ARRC and DTC.

In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by ARRC or the Trustee with respect to any consent or other action to be taken by Bondholders, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that ARRC or the Trustee may establish a special record date for such consent or other action. ARRC or the Trustee shall give DTC notice of such special record date not fewer than fifteen (15) calendar days in advance of such special record date to the extent possible.

At or prior to the issuance of the Bonds, ARRC and the Trustee shall execute or signify their approval of the DTC Representation Letter. Any successor Trustee shall, in its written acceptance of its duties under this Indenture, agree to take any actions necessary from time to time to comply with the requirements of the DTC Representation Letter.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (i) DTC determines to resign as securities depository for the Bonds; or (ii) ARRC provides thirty (30) days' notice of such discontinuation to the Trustee and DTC that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of ARRC. Upon occurrence of either such event, ARRC may attempt to establish a securities depository book-entry relationship with another securities depository. If ARRC does not do so, or is unable to do so, and after ARRC has notified DTC and upon surrender to the Trustee of the Bonds held by DTC, ARRC will issue and the Trustee will authenticate and deliver the Bonds in registered certificate form in denominations of $5,000 and integral multiples thereof (or such other denominations as are applicable to a Series as set forth in a Supplemental Indenture), at the expense of ARRC, to such persons, and in such maturities and Principal Amounts, as may be designated by DTC, but without any liability on the part of ARRC or the Trustee for the accuracy of such designation. Whenever DTC requests ARRC or the Trustee to do so, ARRC or the Trustee shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

[End of Article II]

ARTICLE III

ISSUANCE AND DELIVERY OF BONDS AND DISPOSITION OF PROCEEDS THEREOF

Section 3.01. Purpose of Bonds. ARRC may issue Bonds from time to time, subject to the provisions of the Act, including without limitation for any of the following purposes:

(a) for the purpose of acquiring the Dock/Terminal Facility;

(b) for the purpose of paying the Cost of any Capital Addition, or for the purpose of rebuilding or replacing the Dock/Terminal Facility Project or any Capital Additions in the event of fire or other casualty to the extent that the proceeds of insurance, if any, are insufficient for such purpose, or to acquire and construct any Capital Addition or to complete the construction of any project undertaken hereunder; or

(c) for the purpose of refunding, through payment and redemption of all or a portion of any series of Outstanding Bonds or any other Indebtedness issued to pay any portion of the cost of the Dock/Terminal Facility Project or any Capital Additions and paying all or any part of the costs and expenses in any way incident to the financing and redemption, including any redemption premium and interest.

Section 3.02. Conditions for Issuing Bonds. Bonds of each Series shall be executed by ARRC and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to ARRC or upon its order, but only upon the receipt by the Trustee, at or prior to such authentication, of:

(a) An opinion or opinions of Bond Counsel regarding the validity and enforceability of such Bonds and the federal income tax treatment of the interest on such Bonds.

(b) A written order as to the authentication and delivery of such Bonds signed by an Authorized Officer, which order shall direct, among other things, the application of the proceeds of such Bonds.

(c) In the case of the 2025 Bonds, an executed copy of this Indenture and a copy of the Bond Resolution, certified by an Authorized Officer. In the case of each Series of Additional Bonds, an executed copy of the Supplemental Indenture which shall (1) specify: (A) provisions authorizing the issuance, fixing the principal amount and setting forth the details of such Bonds, including their date, the interest rate or rates and the manner in which the Bonds are to bear and pay interest, the principal and interest payment dates of the Bonds; the purposes for which such Bonds are being issued, the manner of numbering of such Bonds, the Series designation, the denominations, the maturity dates and principal maturities, the principal amounts required to be redeemed pursuant to any mandatory redemption provisions or the manner for determining such principal amounts, any provisions for optional or extraordinary redemption before maturity, and any provisions regarding the Debt Service Reserve Requirement; and (B) provisions for the application of the proceeds of such Bonds; and (2) may include: (A) provisions for Credit Facilities and for other Funds and Accounts to be established with respect to such Bonds; (B) provisions necessary or expedient for the issuance and administration of Bonds bearing interest at a variable rate or other manner of bearing interest, including remarketing provisions, liquidity facility provisions and provisions for establishing the variable rate and converting to a fixed rate; (C) provisions for entering into credit enhancement; and (D) such other provisions as ARRC may deem appropriate.

(d) In the case of each Series of Additional Bonds, a certified copy of a Bond Resolution of the Board authorizing, as required by law, the issuance, sale, award, execution and delivery of such Bonds and, in the case of a Series of Bonds issued to refund Bonds, calling for redemption or payment of the Bonds to be refunded, fixing any redemption date and authorizing any required notice of redemption in accordance with the provisions of this Indenture.

(e) A certificate signed by an Authorized Officer of ARRC and dated the date of issuance of each Series of Additional Bonds, to the effect that:

(i) Either (A) upon and immediately following such issuance, no Event of Default has occurred which has not been cured or waived, and no event or condition exists which, with the giving of notice or lapse of time or both, would become an Event of Default or (B) if any such event or condition is happening or existing, specifying such event or condition, stating that ARRC will act with due diligence to correct such event or condition after the issuance of such Bonds, and describing in reasonable detail the actions to be taken by ARRC toward such correction; and

(ii) All required approvals, limitations, conditions and provisions precedent to the issuance of such Series of Bonds have been obtained, observed, met and satisfied.

(iii) The Coverage Ratio (as defined in Section 5.02 hereof) for twelve (12) out of the prior twenty-four months (24) is not less than 125%.

(f) An opinion of Bond Counsel, subject to customary exceptions and qualifications, substantially to the effect that the issuance of such Bonds has been duly authorized, that such Bonds are valid and binding limited obligations of ARRC, and with respect to Bonds to be issued on a tax-exempt basis that the interest on such Bonds is excludable from gross income for purposes of Federal income taxation.

(g) an executed counterpart of a Tax Compliance Agreement relating to such Bonds (if such Bonds are Tax-Exempt Bonds) and executed counterparts of each of the other documents, agreements and instruments referred to in the preceding paragraph;

(h) a request and authorization to the Registrar on behalf of ARRC to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for the account of ARRC, of a sum specified in such request and authorization plus accrued interest, if any, on such Bonds to the date of delivery;

(i) an ARRC certificate setting forth (i) the Costs, (ii) the amount of proceeds to be received by ARRC from the sale of such Bonds, including any interest accrued thereon to the extent payable, which shall be separately stated; (iii) the Debt Service Reserve Requirement at the issuance of such Bonds; and (iv) that no Event of Default under this Indenture has occurred and remains continuing;

(j) cash or a Reserve Fund Credit Facility sufficient to satisfy the Debt Service Reserve Requirement referred to in clause (iii) of paragraph (i) above;

(k) in the case of the issuance of Bonds for refunding Outstanding Bonds which are to be redeemed prior to maturity, evidence satisfactory to the Trustee that notice of redemption of such Bonds has been properly provided pursuant to this Indenture or irrevocable instructions for the provision of such notice have been given by ARRC;

(l) an opinion or opinions of Counsel addressed to the Trustee substantially to the effect that (i) the purpose of the issue is one for which Bonds may be issued under the Act and

Section 3.01 of this Indenture, (ii) all conditions prescribed herein as precedent to the issuance of such Bonds have been fulfilled, (iii) such Bonds have been duly authorized and validly executed and when authenticated and delivered pursuant to the request of ARRC will be valid and binding obligations of ARRC entitled to the benefits and security of this Indenture, (iv) this Indenture, as supplemented, in the case of the issuance of Series of Additional Bonds, pursuant to which such Bonds shall be issued in connection with the issuance of such Bonds, has been duly authorized, executed and delivered by ARRC and each constitutes a legal, valid and binding obligation of ARRC, enforceable against ARRC in accordance with its terms;

(m) In connection with the issuance of Bonds issued pursuant to a Supplemental Indenture, except for (a) Bonds issued to complete the construction of any Capital Addition undertaken hereunder not in excess of ten percent (10%) of the principal amount of Bonds initially issued to finance such Capital Addition, or (b) Bonds issued to refund Outstanding Bonds where the Maximum Annual Debt Service Requirement for the Bonds to be issued and the total principal and interest payable on the Bonds for the term thereof do not exceed the comparable amounts for the Bonds being refunded, the certificate of a Consultant demonstrating that (i) the Gross Revenues deposited into the Revenue Fund during any twelve (12) consecutive calendar months of the period of twenty-four (24) consecutive calendar months ending immediately preceding the month in which the date of issuance of such Bonds falls equaled at least 125% of the Maximum Annual Debt Service Requirement on all Bonds to be Outstanding immediately after the issuance of the Bonds; or (ii) the Gross Revenues projected to be deposited into the Revenue Fund during each year following issuance through the third year following the completion of any Capital Addition or the date of issuance of Bonds issued to refund any Indebtedness shall equal at least 125% of the Annual Debt Service Requirement in each such year on all Bonds to be Outstanding immediately after the issuance of such Bonds and upon such third year following the completion of any Capital Addition or the date of issuance of Bonds issued to refund any Indebtedness shall equal at least 125% of the Maximum Annual Debt Service Requirement on all Bonds to be Outstanding immediately after the issuance of such Bonds.

(n) if the contemplated construction with respect to which Bonds are being issued requires acquisition of additional lands, rights-of-way, easements or other interests in real property, a policy of title insurance issued by a reputable title insurance company to the effect that ARRC has good and marketable title to the lands, rights-of way and easements described in the deed, other instrument or proceedings by which ARRC acquired such property, in fee simple, or such lesser title or interest in real estate as may be sufficient for the purposes intended, free and clear of all liens and encumbrances (excepting such easements and restrictions in the line of title and minor encumbrances as will not materially interfere or adversely affect the use and operation of the Dock/Terminal Facility Project);

(o) in the case of the issuance of Bonds for a Capital Addition, a certificate of a Consultant stating that (1) in his opinion, the proceeds of the sale of such Bonds, together with other available funds, will be sufficient to pay the cost of the contemplated construction; and (2) if the Bonds are being issued to complete construction of a project undertaken under the Indenture, the proceeds of the sale of such Bonds are necessary to complete construction of a project financed by a Series of Bonds previously issued.

Section 3.03. 2025 Bonds.

(a) A Series of Bonds entitled to the benefit, protection and security of this Indenture is hereby authorized in the aggregate principal amount of $_____to finance a portion of the Dock/Terminal Facility Project, to fund a deposit to the Debt Service Reserve Fund,][to pay the premiums for the 2025 Bond Insurance Policy and the 2025 Reserve Account Policy], to pay capitalized interest through _____, and to pay costs in connection with the issuance of the 2025 Bonds. Such Series of Bonds shall be designated as and shall be distinguished from the Bonds of all other Series, by the title "Cruise Port Revenue Bonds, Series 2025".

(b) Each 2025 Bond shall be in registered form and shall be initially dated _____, 2025. Each 2025 Bond shall bear interest payable on _____, and semiannually thereafter on _____ and _____in each year, computed on the basis of a 360-day year consisting of twelve 30-day months.

(c) The 2025 Bonds shall mature on _____, of each of the years and in the principal amounts and shall bear interest at the respective rates per annum set forth in the table below:

Year	Principal Amount	Interest Rate

(d) The 2025 Bonds shall be in denominations of $5,000 or any integral multiples of $5,000 (but no single 2025 Bond shall represent principal maturing on more than one date) and each 2025 Bond of like Series shall be numbered consecutively but need not be authenticated or delivered in consecutive order. The 2025 Bonds and the Trustee's Certificate of Authentication shall be in substantially the form set forth in Exhibit "A" annexed hereto and made a part hereof with such variations, omissions or insertions as are required or permitted by this Indenture.

(e) The principal of the 2025 Bonds shall be payable at the designated corporate trust offices of the Trustee, in Seattle, Washington, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to this Indenture for the 2025 Bonds. Interest on the 2025 Bonds shall be payable by check mailed or delivered by the Trustee to the Owners as the same appear on the registration books of ARRC maintained by the Registrar as of the Record Date or, at the option of any Owner of $1,000,000 or more in aggregate principal amount of 2025 Bonds, by wire transfer of Current Funds to such bank in the

continental United States as said Owner shall request in writing to the Registrar.

(f) The net proceeds (exclusive of underwriters' discount [and the premiums for the 2025 Bond Insurance Policy and the 2025 Reserve Account Policy]) of the 2025 Bonds upon receipt, and certain available funds of ARRC shall be deposited as follows:

(1) $_____ of 2025 Bond Proceeds shall be deposited into the 2025 Capitalized Interest Account of the Project Fund;
(2) $_____ of 2025 Bond Proceeds shall be deposited in the 2025 Costs of Issuance Account of the Project Fund;
(3) $_____ of 2025 Bond Proceeds shall be deposited in the Common Reserve Account of the Debt Service Reserve Fund; and
(4) $_____ of 2025 Bond Proceeds shall be deposited in the 2025 Purchase Account of the Project Fund; and
(5) $_____ from available ARRC funds shall be deposited in the "Purchase Price Contribution Account of the Project Fund.

(g) The 2025 Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity of each Series with the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, and except as hereinafter provided, the ownership of all of the outstanding 2025 Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

Notwithstanding any provision of this Indenture to the contrary, unless ARRC shall otherwise direct, all 2025 Bonds issued hereunder shall be registered in the name of Cede & Co., as nominee of DTC, as registered owner of the 2025 Bonds, and held in the custody of DTC.

Section 3.04. Subordinate Debt of ARRC. In addition to the foregoing and in addition to any subordinate pledge granted by ARRC to a Bond Insurer in connection with a Debt Service Reserve Fund Policy, ARRC may incur or assume Subordinate Debt provided that:

(a) the security for such Subordinate Debt is subordinate to the lien of and security interests granted by this Indenture; and

(b) any agreement for the repayment of such Subordinate Debt and any instrument evidencing or securing such subordinate debt shall provide: (i) that an event of default thereunder may be an event of default under this Indenture, and (ii) that, notwithstanding the occurrence of any event of default in respect of any Subordinate Debt, the lender shall not be entitled to accelerate the Subordinate Debt or exercise any rights or remedies with respect to the Gross Revenues until and unless the Trustee shall have instituted proceedings to exercise its rights pursuant to Article VIII hereof and lender's exercise of remedies shall at all times be subject to and subordinate to the Trustee's enforcement of remedies hereunder.

Section 3.05. Covenant as to Prior Lien Debt. ARRC will not incur or assume any debt which will be secured by a lien on the Gross Revenues which will be prior to the lien granted by the terms of this Indenture.

Section 3.06. Deposit of Bond Proceeds. Upon receipt of the proceeds of any Series of Bonds issued under this Indenture, such moneys shall be deposited as set forth herein or as set forth in the Supplemental Indenture for such Bonds and shall be disbursed for the purposes and in the amounts set forth in the closing certificate of ARRC executed on the date of issuance of such Bonds.

[End of Article III]

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. General Provisions for Redemption. Bonds issued hereunder shall be subject to redemption at such times and from time to time, in such order, at such redemption prices, upon such notice, unless waived, and upon such terms and conditions as may be expressed in the particular Bonds or, as the case may be, in this Indenture or in the pertinent Supplemental Indenture. Whenever Bonds to be redeemed are required to be selected by lot, the Trustee shall be authorized to draw by lot the numbers of the Bonds to be redeemed in any manner deemed reasonable by the Trustee, in accordance with the procedures of DTC. In the case of a Bond of a denomination greater than the minimum authorized denomination, the Trustee shall treat each such Bond as representing such number of separate Bonds as is obtained by dividing the actual principal amount of such Bond by the minimum authorized denomination.

Section 4.02. 2025 Bonds Subject to Redemption.

(a) Optional Redemption of 2025 Bonds. The 2025 Bonds maturing on or after October 1, ____ shall be subject to optional redemption at the written direction of ARRC on or after October 1, ____, in whole at any time, or in part at any time and from time to time, in such maturities as shall be specified by ARRC in any principal amount within a maturity as specified by ARRC (in whole multiples of $5,000), and within a maturity as selected by lot by the Trustee. If there are 2025 Bonds of the same maturity bearing different interest rates, ARRC shall specify in its direction the 2025 Bonds to be redeemed by maturity and interest rate. Any such redemption shall be made at the Redemption Price of 100% of the principal amount of the 2025 Bonds to be redeemed plus accrued interest to the date fixed for redemption.

(b) Mandatory Sinking Fund Redemption of 2025 Bonds. The 2025 Bonds maturing on October 1, ___ are subject to mandatory sinking fund redemption prior to maturity by ARRC in part on October 1 of the respective years and in the principal amounts set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date:

2025 Bonds Maturing October 1, [20__][*]

Year	Amount
	$[_____]
	[_____]
	[_____]
	[_____]
[**]	[_____]

[**]Stated maturity.

(c) Extraordinary Mandatory Redemption. The 2025 Bonds shall be subject to mandatory redemption in whole upon fifteen (15) days' notice upon the earlier of the (a) failure of ARRC to exercise, or a determination of ARRC not to exercise, its option to purchase the Project

[*] Preliminary, subject to change.

pursuant to the PSA and pay the Purchase Price thereof on or prior to the ninetieth (90th) day (or next succeeding Business Day if such day is not a Business Day) after the Substantial Completion Date as defined in the PSA, (b) failure to pay principal or interest on the 2025 Bonds, as and when due, prior to purchase of or election not to purchase the Dock/Terminal Project by ARRC pursuant to the PSA, (c) the determination by ARRC in its sole discretion not to fund the payment of additional interest on the 2025 Bonds prior to the purchase of or election not to purchase the Project by ARRC pursuant to the PSA; (d) termination of the Pier Usage Agreement by RCG prior to purchase of the Project by ARRC pursuant to the PSA or the amendment or waiver of a material provision thereof, or (e) termination of either party's rights under the PSA pursuant to Section 9.1(a) thereof or the amendment or waiver of any material provision thereof. Such redemption shall be at a Redemption Price equal to 100% of the Amortized Value of the 2025 Bonds to be redeemed plus accrued interest to the date fixed for redemption. ARRC shall immediately notify the Trustee in writing of the occurrence of any of the foregoing events.

Section 4.03. Notice of Redemption. When ARRC shall determine to redeem Bonds, upon prior written notice to the Trustee of the redemption date and the principal amount of Bonds to be redeemed, or whenever the Trustee shall be required to redeem Bonds from moneys in a particular Fund, without action on the part of ARRC, the Trustee, at ARRC's expense, shall cause a notice of redemption to be mailed to the Owners. Such notice shall specify (i) the complete official name of the Bonds, with Series designation; (ii) if less than all then Outstanding Bonds are to be redeemed, the numbers, including CUSIP numbers, if applicable, of the Bonds to be redeemed which may, if appropriate, be expressed in designated blocks of numbers; (iii) the date of issue of each Bond being redeemed as originally issued; (iv) the rate of interest borne by each Bond being redeemed; (v) the maturity date of each Bond being redeemed; and (vi) any other descriptive information considered appropriate by ARRC or the Trustee to accurately identify the Bonds to be redeemed. Such notice shall also state the redemption price and the date fixed for redemption, that on such date the Bonds called for redemption will be due and become payable at the designated office of ARRC's paying agent, and that from and after such date interest thereon shall cease to accrue. If a notice is given with respect to an optional redemption prior to moneys for such redemption being deposited with the Trustee, such notice shall be conditioned upon the deposit of the redemption moneys with the Trustee before the date fixed for redemption and such notice shall be of no effect (and shall so state) unless such moneys are so deposited.

The notices required to be given by this Section 4.03 shall state that no representation is made as to correctness or accuracy of any CUSIP numbers for Bonds listed in such notice or stated on the Bonds.

Unless otherwise provided with respect to any Series in the Supplemental Indenture authorizing such Series or Section 4.02(c) of this Indenture, the redemption notice to Owners shall be deposited by the Trustee in the United States mail, first-class postage prepaid, at least thirty (30) days, but not more than ninety (90) days, prior to the redemption date, addressed to the Owners of Bonds called for redemption at the addresses appearing upon the Bond Register. Any notice of redemption mailed in accordance with the requirements set forth herein shall be conclusively presumed to have been duly given, whether or not such notice is actually received by the Owner. No defect in the notice with respect to any Bond (whether in the form of notice or the mailing thereof) shall affect the validity of the redemption proceedings for any other Bonds.

When notice of redemption is mailed to the Owners, the Trustee shall mail a similar notice to The Bond Buyer and S&P so long as they maintain investment information services, but failure to mail any such notice referred to in this paragraph or defect in such mailed notice or in the mailing thereof shall not affect the validity of the redemption notice.

Not more than sixty (60) days following the applicable redemption date, a further notice shall be mailed as provided above to the Owners of any Bonds called for redemption and not then presented for payment containing substantially the same information set forth above.

Section 4.04. Payment of Redemption Price. Whenever Bonds are to be redeemed, all redemption costs, including the amounts necessary to pay all costs of required mailing, any other costs incidental to the redemption and the principal, premium, if any, and all interest accrued and to accrue to the date fixed for redemption, shall be set aside and held in separate trust by the Trustee exclusively for such purposes. Notice having been given in the manner hereinbefore provided, or written waivers of notice having been filed with the Trustee prior to the date set for redemption, the Bonds so called for redemption shall become due and payable on the redemption date so designated and interest on such Bonds shall cease to accrue from the redemption date whether or not such Bonds shall be presented for payment. The principal amount of all Bonds so called for redemption, together with the redemption premium, if any, payable with respect thereto and accrued and unpaid interest thereon to the date of redemption, shall be paid (upon presentation and surrender of such Bonds) by ARRC's paying agent out of the funds set aside and held in special trust as described in this Section 4.04.

[End of Article IV]

ARTICLE V

COVENANTS

Section 5.01. Payment of Principal, Premium, if any, and Interest. ARRC covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds, according to the true intent and meaning thereof: but solely from the Trust Estate and the proceeds of any applicable Credit Facility. The principal of, premium, if any, and interest on the Bonds are payable solely from the Trust Estate and the proceeds of any applicable Credit Facility, which are hereby specifically pledged to the payment of said principal, premium and interest in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of ARRC.

ARRC shall appoint a paying agent or agents for the purpose of paying the principal of and the premium, if any, and the interest on the Bonds, each such paying agent to be a national banking association, a bank and trust company or a trust company. ARRC has appointed the Trustee to act as paying agent with respect to the 2025 Bonds and hereby appoints the Trustee to act as paying agent with respect to Bonds issued under this Indenture and, unless otherwise provided in a Supplemental Indenture, with respect to any Bonds, and designates the Designated Office of the Trustee as the place of payment, such appointment and designation to remain in effect until notice of change is filed with the Trustee.

Section 5.02. Rate Covenant. ARRC covenants and agrees that, from and after the date of issuance of the 2025 Bonds, in each Fiscal Year it will establish and adjust rates and fees for the use of the Dock/Terminal Facility Project sufficient to produce Gross Revenues equal to 125% of the Debt Service Requirement on the Bonds in such Fiscal Year, and 100% of the Debt Service Requirement on the Bonds in such Fiscal Year and any amount necessary to repair any deficiencies in any account in the Debt Service Reserve Fund in accordance with Section 7.07 hereof.

ARRC covenants that it will at all times enforce the fees and charges in effect from time to time and duly and promptly collect the same.

ARRC covenants and agrees that it will pay over to the Trustee all Gross Revenues immediately upon receipt. Upon receipt of such Gross Revenues, the Trustee shall immediately deposit them in the Revenue Fund.

Within 180 days of the end of each Fiscal Year, an Authorized Officer of ARRC shall file with the Trustee a Certificate (a "Coverage Ratio Certificate") setting forth the ratio of Gross Revenues to debt service on the Bonds for such Fiscal Year (the "Coverage Ratio"). If the Coverage Ratio falls below 125%, ARRC shall retain, at its expense, a Consultant and such Consultant shall prepare and submit a written report within sixty (60) days of being retained (a copy of such report is to be filed with the Trustee) including recommendations with respect to increasing Gross Revenues of the Dock/Terminal Facility Project, or other financial matters of relating to the Dock/Terminal Facility Project, which are relevant to increasing the Coverage Ratio to at least 125%, which recommendations are to take into account the extent to which ARRC may

be prevented from increasing its Gross Revenues under any existing contracts or applicable laws or regulations.

ARRC agrees that promptly upon the receipt of such Consultant's report, subject to applicable requirements or restrictions imposed by law, it will revise its methods of operation and take such other actions to comply with any reasonable recommendations of the Consultant identified in its report. So long as ARRC retains a Consultant and complies with such Consultant's reasonable recommendations (subject to applicable requirements or restrictions imposed by law), no default or Event of Default may be declared solely by reason of a violation of the Coverage Ratio Requirement respect to such Fiscal Year.

Section 5.03. General Covenants. ARRC covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder, and in all of its proceedings pertaining hereto. ARRC represents and warrants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Trust Estate in the manner and to the extent herein set forth, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of ARRC according to the terms thereof and hereof.

Section 5.04. Maintenance of Rights and Powers under Pier Usage Agreement; Compliance With Laws. ARRC shall do and perform or cause to be done or performed all acts and things required to be done or performed by it under the Act, shall use its best efforts to maintain, preserve and renew all the rights and powers provided to it by the Act and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to it. ARRC will cause RCG to perform its obligations under the Pier Usage Agreement. Notwithstanding the assignment and transfer to the Trustee hereunder of all right, title and interest of ARRC in and to the Pier Usage Agreement: (i) ARRC shall have the right and duty to give all approvals and consents thereunder and to take all other steps that are necessary or desirable, and not inconsistent with any of the terms or purposes of this Indenture, to protect the interests of ARRC and the interests of the Owners in respect to such Pier Usage Agreement (including the enforcement of all obligations of RCG thereunder) and, for said purposes, the Trustee shall execute and deliver to ARRC such instruments and take such other steps as may be approved by Counsel; (ii) subject to Section 12.05, ARRC shall be entitled to modify or amend the Pier Usage Agreement provided that such action is in the opinion of ARRC necessary in the conduct of the business of ARRC, as evidenced by a certified resolution of ARRC delivered to the Trustee, and that the modified or amended Pier Usage Agreement shall be subject to the lien of this Indenture to the same extent and in the same manner as the original Pier Usage Agreement, as stated in an opinion of Counsel addressed to and delivered to the Trustee, and provided, further, that there shall be no amendment or changes to Section 2.3 of the Pier Usage Agreement, and (iii) there shall be no responsibility on the part of the Trustee for any of the duties or obligations of ARRC under the Pier Usage Agreement.

Section 5.05. Prohibition on Pledge of Trust Estate. ARRC shall not create or permit to be created or to exist any lien, charge or other encumbrance ranking on a parity with or having priority over the lien of this Indenture upon the Trust Estate. ARRC shall at all times, to the extent permitted by law, defend, preserve and protect the assignment and pledge of, and the security interest in, the Trust Estate under this Indenture and all the rights of the Owners and all Credit Facility Issuers under this Indenture against all claims and demands of all Persons whomsoever.

Section 5.06. Instruments of Further Assurance. ARRC shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 5.07. Recording and Filing. ARRC shall cause all financing statements related to this Indenture and all supplements hereto, as well as such other security agreements, financing statements and all supplements thereto and other instruments as may be required from time to time to be kept, to be recorded and to be filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of Owners and the rights of the Trustee hereunder, and to take or cause to be taken any and all other action necessary to perfect the lien and security interest created by this Indenture. A copy of the financing statements shall be timely delivered to the Trustee and provided further in no event shall the Trustee be responsible for any information contained in any financing statements or the recording or filing of this Indenture or any initial financing statements or other instruments, and unless otherwise notified in writing by ARRC, the Trustee may conclusively rely without liability upon all such financing statements. To the extent the Trustee is required to file any instrument, the Trustee shall be entitled to retain counsel or a third-party vendor to file such instrument and shall be entitled to receive reimbursement of all fees and expenses pursuant to this Indenture and the other Bond Documents.

Section 5.08. Books and Records; Audits. ARRC shall maintain accurate books and records with respect to the Dock/Terminal Facility Project and the Gross Revenues. All books and records in ARRC's possession or under its control relating to the Gross Revenues shall at all reasonable times be open to inspection by the Trustee or such accountants or other agents as the Trustee may designate from time to time.

Section 5.09. Bond Register. The Registrar will keep the Bond Register on file at its Designated Office. At reasonable times and under reasonable regulations established by the Registrar, the Bond Register may be inspected and copied by ARRC, the Trustee or Owners of twenty-five percent (25%) or more in principal amount of Bonds then Outstanding (or a designated representative thereof), such possession or ownership and authority of any such designated representative to be evidenced to the satisfaction of the Registrar.

Section 5.10. Tax Covenants. ARRC hereby covenants with the Owners from time to time of any Tax-Exempt Bonds that it shall at all times do and perform all acts and things necessary or desirable in order to assure that interest paid on such Tax-Exempt Bonds shall be and remain

excludable from the gross income of the Owners thereof for federal income tax purposes, and ARRC further hereby covenants with such Owners that it will refrain from doing or performing any act or thing that will cause such interest not to be so excludable.

ARRC hereby covenants with the Owners from time to time of any Tax-Exempt Bonds that it will not make any investments or other use of the proceeds (as that term is defined in Section 148 of the Code and all applicable regulations promulgated thereunder) of such Tax-Exempt Bonds which would cause such Bonds to be "arbitrage bonds" (as that term is defined in Section 148 of the Code and all applicable regulations promulgated thereunder), and ARRC further hereby covenants with such Owners that it will comply with the requirements of such Code section and regulations throughout the term of all such Bonds.

ARRC shall cause arbitrage rebate calculations to be made not less frequently than every five (5) years after the date of issuance of the Bonds and upon final maturity or redemption of the Bonds, and shall pay to the United States, from legally available funds, the full amount of any rebate required to be paid under Section 148(f) of the Code, together with any applicable penalties and interest, at the times and in the manner required by the Code and applicable Treasury Regulations.

ARRC hereby covenants with the Owners from time to time of any Tax-Exempt Bonds that it will comply with the requirement for rebate to the United States as described herein and with other requirements relating to such Bonds in any applicable Tax Compliance Agreement.

The covenants of ARRC in this Section 5.10 shall survive the discharge or other termination of this Indenture.

Section 5.11 Interest Rate Hedge Agreements. ARRC shall not enter into, or cause the Trustee to enter into, any Interest Rate Hedge Agreement unless and until (a) ARRC has given any Rating Agency then rating the Bonds and any Credit Facility Issuer with respect to the related Series of Bonds at least 15 days prior written notice thereof, (b) ARRC has received written confirmation from any Rating Agencies rating applicable Bonds that such Interest Rate Hedge Agreement will not adversely affect any ratings then maintained by such Rating Agencies on any Outstanding Bonds, and (c) the following additional requirements are satisfied if such Interest Rate Hedge Agreement is to be taken into account in computing the Debt Service Requirement on any Bonds pursuant to clause (d) of the definition of "Debt Service Requirement" herein: (i) the term or weighted average maturity of the Interest Rate Hedge Agreement may not exceed the term or weighted average maturity of the related Series of Bonds; and (ii) the outstanding long-term debt or claims paying ability of the counterparty to the Interest Rate Hedge Agreement must be rated at least A- or better by S&P at the time such Interest Rate Hedge Agreement is entered into. If, at any time while an Interest Rate Hedge Agreement referred to in clause (c) of the immediately preceding sentence remains in effect, the rating on the outstanding long-term debt or claims paying ability of the counterparty thereto falls below Baa2 from Moody's or BBB from S&P, then, unless ARRC replaces such Interest Rate Hedge Agreement with another Interest Rate Hedge Agreement meeting the above requirements within sixty (60) Business Days, an "Interest Rate Hedge Agreement Adverse Change" shall be deemed to have occurred with respect to such Interest Rate Hedge Agreement, whereupon, for all then-relevant purposes of this Indenture, the Debt Service

Requirement on the affected Series of Bonds shall be promptly recalculated without giving effect to such Interest Rate Hedge Agreement.

[End of Article V]

ARTICLE VI

ACQUISITION, CONSTRUCTION AND MAINTENANCE OF FACILITIES

Section 6.01. Construction of Dock/Terminal Facility Project and Capital Additions.

(a) The acquisition of the Dock/Terminal Facility Project shall be in accordance with the PSA and ARRC shall cause the Seward Company, LLC to achieve the Substantial Completion Date (as defined in the PSA) of the Dock/Terminal Facility Project in accordance with the terms of the PSA.

ARRC shall maintain in the 2025 Purchase Account, the 2025 Capitalized Interest Account and the Common Reserve Account of the Debt Service Reserve Fund an amount such that there will on deposit therein an amount equal to the greater of (a) the amount necessary to pay principal, premium and accrued interest on the 2025 Bonds in the event the 2025 Bonds are redeemed pursuant to Section 4.02(c) hereof, and (b) $117,000,000, until such amounts are applied in accordance with Section 7.03(b) hereof. As amounts in the 2025 Capitalized Interest Account funded from the proceeds of the 2025 Bonds are drawn upon to pay interest on the 2025 Bonds, the Trustee shall make transfers from the Excess Improvement Fee Fund and the Surplus Fund to the 2025 Purchase Account in amounts sufficient to comply with the provisions of this paragraph.

(b) ARRC shall continue to comply with the terms of the PSA throughout the term of the PSA.

(c) The terms and conditions for the acquisition and completion of any Capital Addition shall be set forth in the Supplemental Indenture authorizing Bonds to finance such Capital Addition.

Section 6.02. Compliance with Applicable Laws. ARRC covenants that in any construction undertaken hereunder it will comply with all present and future applicable laws, acts, rules, regulations, orders and requirements lawfully made, of any competent public authorities now or hereafter existing.

Section 6.03. [Reserved].

Section 6.04. Insurance. So long as any Bonds are Outstanding, ARRC will pay for and maintain, the same insurance it customarily maintains over the Pier and Terminal, based on full replacement value. Specifically, ARRC shall procure and maintain at its expense, coverage in the following amounts of public liability insurance or the equivalent thereof: not less than USD $2,000,000 on any one occurrence involving personal injury, including bodily injury or death to each person, USD $4,000,000 for each occurrence involving more than one person and USD $4,000,000 for property damages. The public liability insurance policy shall contain fire damage and property damage legal liability endorsements and an agreed value endorsement in an amount equivalent to the cost of the replacement of the Dock/Terminal Facility Project to cover any damage to the Dock/Terminal Facility Project if such property damage arises out of any negligence of ARRC, or their employees and servants, contractors or any other person acting at the direction

of ARRC. ARRC may satisfy all or part of this general liability insurance requirement by means of self-insurance meeting the same requirements as set forth herein

All Insurance Proceeds under all of such policies shall be payable to the Trustee and the Trustee shall have the sole right to receive the Insurance Proceeds of such policies and to collect and receipt for claims thereunder. The Insurance Proceeds of any and all such insurance shall be held by the Trustee as security for the Bonds until applied or paid out as hereinafter in this Section provided.

If all or any part of the Dock/Terminal Facility Project shall be damaged by fire or other casualty covered by insurance, ARRC covenants that it will take all actions and do all things, or cause the same to be taken or done, and cooperate in the taking of any such actions which may be necessary to enable recovery to be made upon the policies of insurance covering the risk, in order that Insurance Proceeds may be duly collected and paid to the Trustee.

Immediately after any damage or loss to the Dock/Terminal Facility Project, or any part thereof, shall have occurred, ARRC shall cause the Consulting Engineer to determine and advise the Trustee and ARRC, in writing, whether it is practicable and desirable to repair, reconstruct or replace the damaged or destroyed property. If the Consulting Engineer shall determine that such repair, reconstruction or replacement is practicable and desirable, the Trustee shall make any Insurance Proceeds available to ARRC, and ARRC shall commence forthwith such repair, reconstruction or replacement upon notice from the Consulting Engineer of any such determination. ARRC shall notify the Trustee, in writing, of any damage or loss to the Dock/Terminal Facility Project, and ARRC will as promptly as possible advise the Trustee as to whether such damage or loss will be repaired, reconstructed or replaced. If the Consulting Engineer determines that such repair, reconstruction or replacement is not practicable or desirable, then the entire insurance proceeds shall be deposited into the Debt Service Fund or applied to the redemption of Bonds in the discretion of ARRC upon the advice of Bond Counsel.

In all cases where the Insurance Proceeds are to be made available by the Trustee to ARRC for the purpose of rebuilding, repairing or replacing such destroyed or partially destroyed Dock/Terminal Facility Project, the same shall be paid out in the same manner as is provided herein for payments from the Project Fund or in a Supplemental Indenture.

All insurance policies shall be open to the inspection of the Owners of twenty-five percent (25%) or more in principal amount of Bonds then Outstanding, or a designated representative thereof (such possession or ownership, and authority of any such designated representative to be evidenced to the satisfaction of the Trustee) at all reasonable times. The Trustee is hereby authorized in its own name to demand, collect, sue and receipt for the Insurance Proceeds which may become due and payable under all such policies. Any appraisement or adjustment of any loss or damage and any settlement or payment or indemnity therefor, which may be agreed upon between ARRC and any insurer and approved by the Consulting Engineer, shall be evidenced to the Trustee by a certificate signed by an Authorized Officer and must be assented to and accepted by the Trustee. The Trustee may rely upon such certificate as conclusive, and shall in no way be liable or responsible for the collection of Insurance Proceeds in case of any loss or damage.

Section 6.05. Insurance Construction; Additional Insurance. ARRC will carry or cause all contractors to carry, during the period of construction of any Capital Additions, builders' all risk insurance in the amount recommended by the Consulting Engineer. In addition it shall at all times carry in a responsible insurance company or companies authorized and qualified to assume the risk thereof: (a) public liability, property damage and other insurance in such amount and covering such risks as the Consulting Engineer may recommend, (b) worker's compensation insurance in such amounts as shall be recommended by the Consulting Engineer, and (c) fidelity bonds in adequate amounts for all officials, employees or persons handling moneys of ARRC, except the Trustee and paying agents.

Section 6.06. No Sales of Dock/Terminal Facility Project. Except for sales of personalty in the ordinary course of business and except as in this Indenture otherwise permitted, ARRC will not sell, or otherwise dispose of or encumber the Dock/Terminal Facility Project, or any part thereof, or any of the revenues derived therefrom. ARRC may, however, from time to time, convey or sell, exchange, lease, or otherwise dispose of, or grant easements in respect of any property, real, personal or mixed forming part of the Dock/Terminal Facility Project or acquired by use of the proceeds from the sale of the Bonds, as ARRC, pursuant to a written resolution, a certified copy of which shall be filed with the Trustee, which shall declare that such sale or other disposition is in the best interests of ARRC and will not adversely affect the security of the Bonds or impair the maintenance and operation of such Dock/Terminal Facility Project. ARRC shall also file with the Trustee a Consulting Engineer's Certificate or a Consultant's Certificate stating that such sale or other disposition will not adversely affect the security of the Bonds or impair the maintenance and operation of the Dock/Terminal Facility Project. The proceeds, if any, of any sale or other disposition shall, at the option of ARRC be applied to the replacement of the property so sold or disposed of or, at the written direction of ARRC, be paid to the Trustee and deposited in the Debt Service Fund and used to pay debt service or redeem or defease bonds, as determined by ARRC with the advice of Bond Counsel.

Section 6.07. Reserved.

Section 6.08. Reserved.

Section 6.09. Efficient Operation of FacilitiesARRC will, or will cause its lessees and agents, if any, to, (i) maintain and operate the Dock/Terminal Facility Project in an efficient and economical manner and make all necessary repairs and maintenance thereto, and (ii) at all times maintain the Dock/Terminal Facility Project in good repair and sound operating condition. ARRC will comply, and cause its lessees and agents, if any, to comply, with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Dock/Terminal Facility Project.

Section 6.10. Authorization to Operate Facilities, Etc..ARRC is fully authorized to operate the Dock/Terminal Facility Project, will establish and enforce reasonable rules and regulations governing the use and operation thereof, and will pay only such compensation, salaries, fees and wages in connection with the maintenance, repair and operation thereof as shall be reasonable.

Section 6.11. Payment of Impositions. ARRC will pay, or cause its lessees or agents to pay, all taxes and assessments, including income, profits, property or excise taxes, and all other municipal or governmental charges lawfully levied or assessed upon ARRC or the Dock/Terminal Facility Project or upon any part thereof or upon any receipts, revenues or rentals therefrom, when and as such taxes, assessments or municipal or governmental charges shall become due; provided, however, that nothing in this Section shall require ARRC to pay, or cause its lessees or agents to pay, any tax or assessment so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, and so long as ARRC asserts its immunity from lien attachment and foreclosure to prevent or remove any lien placed upon the Dock/Terminal Facility Project or any part thereof.

ARRC will pay, or cause to be paid, (i) all charges and disbursements of the Trustee and the Consulting Engineer with respect to services rendered by them pursuant to the provisions of this Indenture, including all expenses incurred by the Trustee in connection with the redemption of Bonds, and (ii) all additional Debt Service Requirements incurred by reason of the issuance of any Bonds pursuant to the provisions of Section 3.02 hereof.

Section 6.12. Consulting Engineer ARRC will appoint and will continuously employ a Consulting Engineer for the purpose of advising ARRC concerning the operation and maintenance of the Dock/Terminal Facility Project and of performing and carrying out the duties imposed on the Consulting Engineer by this Indenture. Any Consulting Engineer so appointed and employed may be removed by ARRC at any time upon the appointment and qualification of a successor Consulting Engineer.

On or before January 1 of each year, the Consulting Engineer shall file with ARRC and the Trustee a report setting forth the following:

(a) findings as to whether the Dock/Terminal Facility Project has been maintained in good repair and sound operating condition and his recommendations as to any necessary or advisable repairs, maintenance or replacements of the Dock/Terminal Facility Project; and

(b) a report as to the compliance by ARRC with its covenants concerning insurance under Section 6.05 hereof and his advice and recommendations as to ARRC's future obligations thereunder (provided that the report required by this subsection 6.12(b) may be provided by a Consultant with respect to insurance matters).

Section 6.13. Employment of Architect or Engineer. ARRC will, at all times during a Capital Addition referred to in Section 6.01 hereof in excess of $1,000,000, employ a Consulting Engineer or an architect or a firm of architects, in each case qualified to do business in the State and having a favorable reputation for skill and experience in connection with the acquisition, construction and development of properties such as the Dock/Terminal Facility Project.

[End of Article VI]

ARTICLE VII

REVENUES AND FUNDS

Section 7.01. Limited Obligations. The Bonds herein authorized and all payments by ARRC hereunder are not general obligations of ARRC, but are limited obligations payable by ARRC solely from the Trust Estate and the proceeds of any applicable Credit Facility.

Section 7.02. Creation of Funds and Accounts.

There are hereby created by ARRC and ordered established with the Trustee the following trust fund accounts and subaccounts:

(a) the Project Fund and within such Fund, the 2025 Purchase Account, the Purchase Price Contribution Account, the 2025 Cost of Issuance Account and the 2025 Capitalized Interest Account;

(b) the Revenue Fund;

(c) the Debt Service Fund, in which there shall be established an Interest Account, a Principal Account and a Sinking Fund Account, and a separate subaccount in each such Account with respect to each Series of Bonds;

(d) the Debt Service Reserve Fund, in which there is established a Common Reserve Account or shall be established a separate Debt Service Reserve Account for each Series of Debt Service Reserve Secured Bonds;

(e) the Excess Improvement Fee Fund, in which there shall be established the RCG Improvement Fee Reconciliation Record Subaccount;

(f) the RCG Service Fee and Facility Charge Reconciliation Record Fund;

(g) the Rebate Fund; and

(h) the Surplus Fund.

The Trustee shall establish such accounts and subaccounts within each of these Funds as it or ARRC considers advisable to identify the source or nature of the amounts in such Funds. In addition, in connection with the issuance of any Bonds for any Capital Addition.

The moneys and investments from time to time in these Funds shall be trust funds under the terms hereof and shall not be subject to any lien (other than the lien of this Indenture) of or attachment by any creditor of ARRC. Such moneys and investments (other than those held in the Rebate Fund) shall be held by the Trustee, until disbursed as authorized by this Article VII, in trust for the benefit of the Owners from time to time of the Bonds issued and Outstanding under this Indenture and for the benefit of each Credit Facility Issuer to the extent of payments made to the

Trustee under a Credit Facility and shall be subject to a lien and charge for the further security of such Owners and each Credit Facility Issuer; provided, however, that moneys deposited in the Debt Service Fund to pay accrued interest on any Series of Bonds shall be held by the Trustee solely for the benefit of the Owners of such Bonds or for reimbursement to any appropriate Credit Facility Issuer on account of the payment of such Bonds with proceeds of a drawing under the Credit Facility issued by such Credit Facility Issuer; provided, however, that moneys on deposit in any sinking fund account of the Debt Service Fund for the retirement of Bonds of any particular Series shall be held by the Trustee solely for the benefit of the Owners of such Bonds or for reimbursement to any appropriate Credit Facility Issuer on account of the payment of such Bonds with proceeds of a drawing under the Credit Facility issued by such Credit Facility Issuer; and provided further, however, that moneys on deposit in any separate account of the Debt Service Reserve Fund for the Bonds of any particular Series shall be held by the Trustee solely for the benefit of the Owners of such Series of Bonds or for reimbursement to any appropriate Reserve Fund Credit Facility Issuer on account of the payment of such Bonds with proceeds of a drawing under the Reserve Fund Credit Facility issued by such Reserve Fund Credit Facility Issuer.

Section 7.03. Project Fund.

(a) On the date of issuance of the 2025 Bonds from the proceeds of the 2025 Bonds and certain available funds of ARRC, the Trustee shall deposit the amounts set forth in Section 3.03(f) herein.

(b) The amounts referred to in Section 7.03(a) and investment earnings thereon shall be applied as provided in this Section 7.03 and for no other purpose. At the time required under the PSA, but only from and after the Substantial Completion Date (as defined in the PSA), and at the direction of ARRC, the Trustee shall withdraw from the 2025 Purchase Account the amounts on deposit therein, the amount required to pay the Purchase Price for the Dock/Terminal Facility. In the event the 2025 Bonds are subject to redemption pursuant to Section 4.02(c) hereof the Trustee, at the direction of ARRC, shall withdraw from the 2025 Purchase Account the amount necessary to redeem the 2025 Bonds pursuant to Section 4.02(c) hereof.

(c) The Trustee shall withdraw from the appropriate account established within in the Project Fund and deposit into the Rebate Fund the amount specified in any certificate filed with the Trustee pursuant to Section 509(B). The Trustee shall withdraw moneys from the appropriate Cost of Issuance Account in the Project Fund to pay costs of issuance of the Bonds in accordance with the directions of ARRC expressed in a certificate of an Authorized Officer filed with the Trustee. All other payments from the Project Fund shall be subject to the provisions and restrictions set forth in this Section.

(a) On the date of issuance of any Bonds for any Capital Addition, the Trustee shall make such deposits into the Project Fund and the accounts therein as directed by ARRC in a Supplemental Indenture.

(b) The Trustee shall, during and upon completion of any Capital Addition, make payments from the appropriate Project Account within the Project Fund, in the amounts, at the times, in the manner, and on the other terms and conditions set

forth in this Section. Before any such payment shall be made, ARRC shall file with the Trustee:

(1) its requisition therefor, substantially in the form annexed to the Supplemental Indenture authorizing the issuance of bonds to finance such Capital Addition, stating in respect of each payment to be made: (i) the name of the person, firm or corporation to whom payment is due, (ii) the amount to be paid, and (iii) in reasonable detail the purpose for which the obligation was incurred; and

(2) its certificate attached to the requisition certifying: (i) that obligations in the stated amounts have been incurred by ARRC in or about the construction of any Capital Addition, as applicable, and that each item thereof is a proper charge against the appropriate Project Account within the Project Fund, and is a proper Cost of a Capital Addition, and has not been paid, (ii) that there has not been filed with or served upon ARRC notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable under such requisition, or if any such lien, attachment or claim has been filed or served upon ARRC, that such lien, attachment or claim has been released or discharged, and (iii) that such requisition contains no item representing payment on account of any retained percentages which ARRC is at the date of such certificate entitled to retain.

Upon receipt of each such requisition and accompanying certificates, the Trustee shall transfer from the appropriate Project Account within the Project Fund to the credit of a special account in the name of ARRC, an amount equal to the total of the amounts to be paid as set forth in such requisition, the amounts in such special account to be held solely for the payment of the obligations set forth in such requisition. In making such transfer, the Trustee may conclusively rely upon such requisition and accompanying certificates. Each such obligation shall be paid by check or wire transfer signed by an Authorized Officer drawn on such special account to the order of the Person named in and in accordance with the requisition. Moneys deposited to the credit of such special account shall be deemed to be a part of the appropriate Project Account within the Project Fund until paid out as above provided. If for any reason ARRC should decide prior to the payment of any item in a requisition to stop payment of such item, an Authorized Officer shall give notice of such decision to the Trustee and thereupon the Trustee shall transfer the amount of such item from such special account to the appropriate Project Account within the Project Fund.

(c) Promptly after the completion of any Capital Addition, ARRC shall deliver to the Trustee a Certificate of an Authorized Officer to the effect that the Capital Addition has been completed and specifying the date of such completion. Upon receipt of such certificate and after making provision therein for any moneys remaining in the Project Fund after all amounts due in respect of the project for which such funds were deposited shall have been paid, which fact shall be evidenced to the Trustee by delivery of a Certificate of an Authorized Officer to that effect, moneys remaining in the Project Fund shall be transferred by the Trustee to the Revenue Fund.

Section 7.04. Deposit of Gross Revenues; Revenue Fund. From the time that any Bonds are Outstanding hereunder, all Gross Revenues shall be collected by ARRC and deposited by the tenth Business Day of each month, as far as practicable, in the name of the Trustee, with a

depositary or depositaries designated by ARRC, each such depositary to receive such moneys as custodian thereof for the Trustee. Statements showing the amount of each such deposit and the name of the depositary shall be forwarded promptly to the Trustee by such depositary monthly or upon request of the Trustee. The Trustee shall be accountable under this only for moneys actually so deposited. All Gross Revenues paid over to the Trustee shall be deposited in the Revenue Fund. The Trustee shall also deposit in the Revenue Fund all other moneys required by this Indenture to be deposited therein or transferred thereto. All Gross Revenues and other moneys deposited in the Revenue Fund, shall be transferred and disbursed as hereinafter provided and in the following order of priority by the fifteenth Business Day of each month:

(a) FIRST, to the Debt Service Fund:

(i) To the subaccounts established for each Series of Bonds in the Interest Account,

a. First, from Improvement Fees, an amount necessary to accumulate the amount of interest due on the next two Interest Payment Dates.

b. Second, from Gross Revenues other than Improvement Fees, an amount necessary such that the current balance in the Debt Service Fund equals the amount of interest due on the next Interest Payment Date, divided by the respective number of months until the next Interest Payment Date. On or after any date that the amount of Improvement Fees deposited into the Interest Account equals the amount of interest due on the next Interest Payment Date, all Gross Revenues other than Improvement Fees currently on deposit in the Interest Account shall be, at the direction of ARRC, transferred from the Interest Account and disbursed in the order of priority set forth in this Section 7.04.

(ii) To the subaccounts established for each Series of Bonds in the Principal Account and Sinking Fund Account,

a. From Improvement Fees, an amount necessary to accumulate the amount of principal, if any, due on the next Principal Payment Date.

b. From Gross Revenues other than Improvement Fees, an amount necessary such that the current balance in the Debt Service Fund equals the amount due on the next Principal Payment Date divided by the number of months until the next Principal Payment Date. On or after any date that the amount of Improvement Fees deposited into the Principal Account or Sinking Fund Account, as applicable, equals the amount of principal due on the next Principal Payment Date, all Gross Revenues other than Improvement Fees currently on deposit in the Principal Account or Sinking Fund Account, as applicable, shall be, at the direction of ARRC, transferred from the Principal Account or Sinking Fund Account, as applicable, and disbursed in the order of priority set forth in this Section 7.04.

(b) SECOND, to the Debt Service Reserve Fund, in which there shall be established a Debt Service Reserve Account for all Debt Service Reserve Secured Bonds, first from Improvement Fees, then from funds held in the Excess Improvement Fee Fund, and thereafter from Gross Revenues other than Improvement Fees, amounts to restore any deficiency in the Debt Service Reserve Fund by the last day of the succeeding twenty-four month period. On or after any date that the amount of Improvement Fees deposited into the Debt Service Reserve Fund equals, together with the proceeds of Bonds on deposit therein, the Debt Service Reserve Requirement, all Gross Revenues other than Improvement Fees currently on deposit in the Debt Service Reserve Fund shall be, at the direction of ARRC transferred from the Debt Service Reserve Fund and disbursed in the order of priority set forth in this Section 7.04.

(c) THIRD, to the Excess Improvement Fee Fund, all remaining Improvement Fees not otherwise applied pursuant to (a) and (b) above, provided however, that when the Improvement Fee ARG is achieved, RCG Improvement Fees shall be deposited in the RCG Improvement Fee Reconciliation Record Subaccount, such that the aggregate Improvement Fee ARG Surplus for such Fiscal Year shall be on deposit therein at the end of the Fiscal Year.

(d) FOURTH, from RCG SFFCs to the RCG Service Fee and Facility Charge Reconciliation Record Fund, an amount such that the aggregate SFFC ARG Surplus for such Fiscal Year shall be on deposit therein at the end of the Fiscal Year.

(e) FIFTH, To the Surplus Fund, all remaining Gross Revenues.

If, on any date that Gross Revenues are deposited in the Revenue Fund, no transfer or disbursement is required to be made to a particular Fund or for a particular purpose specified above, the Trustee shall nevertheless make any other transfers or disbursements as may be required on such date as specified above next in order of priority.

Section 7.05. Debt Service Fund. The Trustee shall apply the amounts required to be deposited in the Debt Service Fund on the applicable dates pursuant to the provisions of this Indenture including in any Supplemental Indenture for the purpose of paying the interest on and principal of Bonds including, (i) out of the 2025 Capitalized Interest Account on or before each Interest Payment Date, the applicable amount required for the payment of interest on the 2025 Bonds on that Interest Payment Date and (ii) of any capitalized interest account established with respect to any Series of Bonds, on or before each Interest Payment Date specified in the Supplemental Indenture authorizing such Series, the applicable amount set forth in such Supplemental Indenture.

Section 7.06. Subordinate Debt Service Fund.. The Trustee shall apply the amounts required to be deposited on the applicable dates pursuant to the provisions of this Indenture and any documents related to the Subordinate Debt for the purpose of paying the interest on and principal of Subordinate Debt.

Section 7.07. Debt Service Reserve Fund.

ARRC may, but is not required, to establish a Series Debt Service Reserve Account and a related Series Debt Service Reserve Account Requirement in a Supplemental Indenture for each Series of Bonds.

Each Series Debt Service Reserve Account shall be funded at all times to the applicable Debt Service Reserve Requirement. Amounts in each Series Debt Service Reserve Account shall be used to pay debt service on the related Series of Bonds on the date such debt service is due if insufficient funds for that purpose are available in the related Series subaccount in the Interest Account and the related Series subaccount in the Principal Account (but only to the extent amounts in such subaccounts are less than the amounts required). Amounts in each Series Debt Service Reserve Account shall be pledged to Holders of the Bonds secured by such Series Debt Service Reserve Account and no other Series of Bonds, including Common Reserve Bonds.

Notwithstanding any other provision of this Indenture, ARRC may establish one account (a "Common Reserve Account") for one or more Series of Bonds designated herein or in a Supplemental Indenture ("Common Reserve Bonds") in the Debt Service Reserve Fund which Common Account shall be funded at all times to the applicable Debt Service Reserve Requirement. Amounts in Common Reserve Account shall be used to pay debt service on the Common Reserve Bonds on the date such debt service is due if insufficient funds for that purpose are available in the related Series subaccount in the Interest Account and the related Series subaccount in the Principal Account (but only to the extent amounts in such subaccounts are less than the amounts required). Amounts in the Common Reserve Account shall be pledged to Holders of the Common Reserve Bonds secured by such Common Reserve Account, and no other Series of Bonds. The 2025 Bonds are hereby designated Common Reserve Bonds.

ARRC shall withdraw from the Revenue Fund and deposit into the Debt Service Reserve Fund:

(a) on the dates specified in this Indenture or any Supplemental Indenture, the amounts required to be deposited on such dates to the credit of the applicable accounts of the Debt Service Reserve Fund; and

(b) if a deficiency exists in any account of the Debt Service Reserve Fund, on the dates specified in this Indenture or a Supplemental Indenture, such amounts as will be sufficient to repair any deficiencies in such account of the Debt Service Reserve Fund in not more than twenty-four equal monthly payments. If a deficiency exists in any account of the Debt Service Reserve Fund that is not repaired pursuant to (b) above, ARRC shall make the transfers to the accounts of the Debt Service Reserve Fund required by Sections 7.09(a) and 7.17.

In lieu of or in addition to cash or investments, at any time ARRC may cause to be deposited to the credit of the Debt Service Reserve Fund any form of Reserve Fund Credit Facility, in the amount of the Debt Service Reserve Fund Requirement, irrevocably payable to the Trustee as beneficiary for the Holders of the applicable Series of Bonds.

If a disbursement is made pursuant to any Credit Facility, ARRC shall either (a) reinstate the maximum limits of such Credit Facility, or (b) deposit to the credit of the Debt Service Reserve Fund moneys in the amount of the disbursement made under such Credit Facility from available Gross Revenues.

Amounts, if any, released from any Debt Service Reserve Fund upon deposit to the credit of such Debt Service Reserve Fund Credit Facility shall, upon designation by an Authorized Representative of ARRC, accompanied by an opinion of Bond Counsel that such use in and of itself will not adversely affect the exclusion from gross income of interest on the respective Series of Bonds, be transferred (a) to the Debt Service Fund and used to pay interest on, principal of or to redeem such Bonds, or (b) to ARRC to be used to pay all or any portion of the Costs designated by ARRC and approved by Bond Counsel.

On or within five days after each date on which the Debt Service Reserve Fund Requirement is required to be determine hereunder (each, a "DSRF Determination Date"), the Trustee shall determine if the balance on deposit in each applicable account of the Debt Service Reserve Fund was, as of such DSRF Determination Date, at least equal to the applicable Debt Service Reserve Requirement. In making such determination, any obligations in the Debt Service Reserve Fund shall be valued in accordance with Section 8.02.

In the event the amount on deposit in the Debt Service Reserve Fund exceeds the applicable Debt Service Reserve Fund Requirement, the Trustee shall (a) transfer such excess to the Debt Service Fund to be used to pay interest and principal on Bonds on the next Interest Payment Date, and (b) transfer such excess to ARRC to be used to pay all or any portion of Costs designated by ARRC and approved by Bond Counsel; provided, however, that if an Authorized Representative of ARRC calls for a DSRF Determination Date in connection with the refunding and/or defeasance of a Series of Bonds, then the Trustee is authorized to take such refunding and/or defeasance into account in valuing the Debt Service Reserve Fund securing such Series of Bonds and is further authorized to apply the amount of any surplus arising from such valuation to reduce the amount of the refunding bonds and/or to provide for the defeasance of the Bonds in such manner as the Authorized Representative of ARRC may direct.

The Trustee shall ascertain the necessity for a claim upon a Debt Service Reserve Fund Policy and provide notice to the Bond Insurer of any such claim in accordance with the Debt Service Reserve Fund Policy at least two Business Days prior to each Interest Payment Date. The Trustee shall without any direction from ARRC, transfer moneys from the Debt Service Reserve Fund to the Debt Service Fund or to any sinking, purchase or analogous fund to the extent that the moneys in the Debt Service Fund or any sinking, purchase or analogous fund may on any Interest Payment Date be insufficient to make the payments for which the Debt Service Fund or any sinking, purchase or analogous fund was established as the same shall become due. If and to the extent that cash has been deposited into the Debt Service Reserve Fund in addition to a Debt Service Reserve Fund Policy, all such cash shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing under the Debt Service Reserve Fund Policy, and repayment of any Policy Costs shall be made prior to replenishment of any such cash amounts.

If, in addition to the Debt Service Reserve Fund Policy, any other reserve fund substitute instrument ("Additional Reserve Fund Policy") is provided, drawings on the Debt Service Reserve Fund Policy and any such Additional Reserve Fund Policy, and of repayment of Policy Costs and reimbursement of amounts due under the Additional Reserve Policy, shall be made on a pro rata basis (calculated by reference to maximum amounts available thereunder) after applying all cash available in the Debt Service Reserve Fund and prior to replenishment of any such cash draws, respectively.

If ARRC shall fail to pay any Policy Costs in accordance with the provisions of this Indenture, the Bond Insurer shall be entitled to exercise any and all remedies under this Indenture other than (i) acceleration of the maturity of the Bonds, or (ii) remedies which would adversely affect Bondholders.

The Trustee shall notify the Bond Insurer of any withdrawal from the Debt Service Reserve Fund due to a deficiency in any other fund or of any deficiency in the Debt Service Reserve Fund due to market fluctuation of the investments held therein.

Section 7.08. [Intentionally Omitted]

Section 7.09. Excess Improvement Fee Fund. (a) The Trustee shall transfer from the Excess Improvement Fee Fund to the Debt Service Fund and the Debt Service Reserve Fund, in that order of priority, the amount necessary (or all the moneys in the Excess Improvement Fee Fund if less than the amount necessary), (1) to make up any deficiencies in payments to said Funds required by Section 7.04(a) hereof, and (2) in the event of any transfer of moneys to the Debt Service Fund from the Debt Service Reserve Fund pursuant to Section 7.07, the amount of any resulting deficiency in the Debt Service Reserve Fund. If no Event of Default shall have occurred and be continuing hereunder, moneys in the Excess Improvement Fee Fund shall be used as may be directed by ARRC by Officer's Certificate, to be used to redeem or defease Indebtedness or reimburse ARRC for any other costs or expenses reimbursable from Improvement Fees.

(b) ARRC shall calculate the Improvement Fee ARG Surplus then existing, if any, by the tenth Business Day of each month. Upon determining that an Improvement Fee ARG Surplus exists, ARRC shall direct the Trustee to deposit to the RCG Improvement Fee Reconciliation Record Subaccount the amount of such Improvement Fee ARG Surplus from the next transfers from the Revenue Fund. ARRC shall calculate the Improvement Fee ARG Shortfall, if any, as soon as practicable following the final RCG docking at the Dock/Terminal Facility Project in a Fiscal Year. Upon determining that an Improvement Fee ARG Shortfall exists, ARRC shall direct the Trustee to immediately make an Improvement Fee Restricted Amount Transfer from the RCG Improvement Fee Reconciliation Record Subaccount to the Revenue Fund. The RCG Improvement Fee Reconciliation Record Subaccount shall be maintained in an amount equal to Improvement Fee Restricted Amount. Any amount on deposit in the RCG Improvement Fee Reconciliation Record Subaccount that is no longer included in the Improvement Fee Restricted Amount because an applicable Reconciliation Period has ended will be transferred to the Excess Improvement Fee Fund.

(c) The Trustee shall transfer, at the direction of ARRC, from the Excess Improvement Fee Fund to the 2025 Purchase Account amounts, together with amounts transferred from the Surplus Fund, necessary to comply with the requirements of Section 6.01(a).

Section 7.10. RCG Service and Facility Fee Charges Reconciliation Record Fund.. ARRC shall calculate the SFFC ARG Surplus then existing, if any, by the tenth Business Day of each month. Upon determining that an SFFC ARG Surplus exists, ARRC shall direct the Trustee to deposit to the RCG Service and Facility Fee Charges Reconciliation Record Fund the amount of such SFFC ARG Surplus from the next transfers from the Revenue Fund. ARRC shall calculate the SFFC ARG Shortfall, if any, immediately following the final RCG docking at the Dock/Terminal Facility Project in a Fiscal Year. Upon determining that an SFFC ARG Shortfall exists, ARRC shall direct the Trustee to immediately make a SFFC Restricted Amount Transfer from the RCG SFFC Service and Facility Fee Charges Reconciliation Record Fund. The RCG Service and Facility Fee Charges Reconciliation Record Fund shall be maintained in an amount equal to SFFC Restricted Amount. Any amount on deposit in the RCG Service and Facility Fee Charges Reconciliation Record Fund that is no longer included in the SFFC Restricted Amount because an applicable Reconciliation Period has ended will be transferred to the Surplus Fund.

Section 7.11. Rebate Fund. Amounts shall be deposited into the Rebate Fund as hereinafter specified in order to comply with rebate requirements of Section 148 of the Code as applicable to any Series of Tax-Exempt Bonds issued hereunder. Notwithstanding any other provision of the Indenture, the Rebate Fund shall not be subject to any security interest, pledge, assignment, lien or charge in favor of the Trustee, any Owner, any Credit Facility Issuer or any other Person. Rules and definitions concerning the requirements of the Rebate Fund with respect to any particular Series of Bonds shall be contained in the relevant Tax Compliance Agreement executed in connection with such Series. The provisions hereof regarding the Rebate Fund may be amended upon receipt by the Trustee and ARRC of an opinion of Bond Counsel that such amendment will not adversely affect the exclusion of interest on any Tax-Exempt Bonds from the gross income of the Owners thereof for federal income tax purposes. Any moneys released from the Rebate Fund as a result of any such amendment shall be applied by the Trustee as required or permitted (in which case such application shall be at the written direction of ARRC) by such opinion of Bond Counsel.

Section 7.12. Determinations; Notices and Records of Rebate Amount.

(a) ARRC, with the cooperation of the Trustee in providing information concerning accounts, investments and earnings thereon, shall determine the Rebate Amount in respect of each Series of Tax-Exempt Bonds or cause the same to be determined in the manner provided in Section 148 of the Code. ARRC shall cause determination of the Rebate Amount to be made not less frequently than every five (5) years after the date of issuance and upon final maturity or redemption of each Series of Tax-Exempt Bonds and shall pay to the United States, from legally available funds, the full amount of any rebate required to be paid under Section 148(f) of the Code, together with any applicable penalties and interest, at the times and in the manner required by the Code and applicable Treasury Regulations.

(b) Every five (5) years after the date of issuance of each Series of Tax- Exempt Bonds and the retirement of the last Bond of each such Series of Tax-Exempt Bonds, ARRC shall furnish or cause to be furnished to the Trustee a written notice specifying the Rebate Amount for such Series of Tax-Exempt Bonds as at the end of each five (5) year period after the date of issuance or such retirement and the balance to be added to or removed from the Rebate Fund in respect of such Series of Tax-Exempt Bonds pursuant to Sections 7.11 and 7.12 hereof. In connection with each such determination of the Rebate Amount, the Trustee shall first report to ARRC: (i) the amount, if any, theretofore paid to the United States of America by the Trustee on behalf of ARRC pursuant to Section 7.14 hereof in respect of such Series of Tax-Exempt Bonds; and (ii) the amount in the Rebate Fund allocable to such Series of Tax-Exempt Bonds as at the end of the each five (5) year period after the date of issuance or the retirement of the last bond of such Series of Tax-Exempt Bonds.

(c) Any notice received by the Trustee specifying the Rebate Amount for a particular Series of Tax-Exempt Bonds shall be retained by the Trustee until a date which is six (6) years after the retirement of the last bond of such Series of Tax-Exempt Bonds. The Trustee shall make such notice available for review by ARRC upon reasonable prior written notice.

Section 7.13. Deposit into Rebate Fund. Every five (5) years after the date of issuance for each Series of Tax-Exempt Bonds or the retirement of the last Bond of each such Series, the Trustee, following receipt of notification from ARRC pursuant to Section 7.10(b) hereof, shall transfer to the Rebate Fund, first from the Investment Earnings on the Debt Service Reserve Fund pursuant to Section 7.07(e) hereof pursuant to Section 7.04 hereof: such amounts as may be necessary so that the amount in the Rebate Fund allocable to such Series of Tax-Exempt Bonds shall be the excess, if any, of the Rebate Amount for such Series of Bonds over the amounts previously paid to the United States of America in respect of such Series of Bonds by the Trustee on behalf of ARRC pursuant to Section 7.13 hereof.

Section 7.14. Excess Moneys in the Rebate Fund. In the event that as of the last day of each five (5) year period after the date of issuance in respect of any Series of Tax-Exempt Bonds, the amount on deposit in the Rebate Fund allocable to such Series of Tax-Exempt Bonds exceeds the Rebate Amount for such Series of Tax-Exempt Bonds (as reported in the notice furnished by ARRC pursuant to Section 7.10(b) hereof with respect to such date) reduced by amounts previously paid to the United States of America in respect of such Series of Tax-Exempt Bonds by the Trustee on behalf of ARRC pursuant to Section 7.14 hereof, the Trustee, upon the receipt of written instructions from ARRC specifying the amount of the excess, shall transfer such excess amount to the Revenue Fund. If any amount allocable to any particular Series of Tax-Exempt Bonds shall remain in the Rebate Fund after the Trustee has made the final payment to the United States of America in respect of such Series of Tax-Exempt Bonds pursuant to Section 7.13 hereof, such amount shall be transferred to the Revenue Fund.

Section 7.15. Investment of Rebate Fund.

(a) Any moneys held as part of the Rebate Fund shall be invested or reinvested by the Trustee, as provided in Article VIII hereof.

(b) Any investment of funds in the Rebate Fund shall mature or be redeemable by the Trustee at such times as may be necessary to provide funds when, at the time of the investment, it is anticipated the same will be needed to make payments from the Rebate Fund. The Trustee at any time as directed in writing by ARRC, to the extent required for payments from the Rebate Fund, may sell any of such investments, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Rebate Fund. Interest and other income received or losses on moneys or securities in the Rebate Fund shall be credited or charged to the Rebate Fund and shall become a part thereof, to be disbursed as provided for herein.

(c) Any and all moneys held as part of the Rebate Fund shall be considered proceeds of the Bonds for all purposes (except as otherwise specifically provided herein).

Section 7.16. Payment of Rebate Amount to the United States.

(a) The Rebate Amount for each Series of Tax-Exempt Bonds shall be paid to the United States of America by the Trustee on behalf of ARRC in installments in amounts and at times directed in writing by ARRC in accordance with this Indenture. The first installment for any particular Series of Tax-Exempt Bonds shall be made not later than sixty (60) days after the end of the fifth (5th) Bond Year for such Series of Tax-Exempt Bonds; each subsequent installment for such Series of Tax-Exempt Bonds shall be made not later than five (5) years after the preceding installment was due. Each installment for any particular Series of Tax Exempt Bonds shall be in an amount, as calculated by or on behalf of ARRC, that ensures that at least 90% of the Rebate Amount for such Series of Tax-Exempt Bonds as of the end of the immediately preceding Bond Year for such Series of Tax-Exempt Bonds will have been paid to the United States of America. Not later than sixty (60) days after the retirement of the last bond of a particular Series of Tax-Exempt Bonds, the Trustee shall pay to the United States of America an amount, as calculated by or on behalf of ARRC, which equals 100% of the excess of (i) the Rebate Amount for such Series of Tax-Exempt Bonds determined as of the retirement of the last bond of such Series of Tax-Exempt Bonds over (ii) any amounts theretofore paid by the Trustee to the United States of America in respect of such Series of Tax-Exempt Bonds pursuant to this Section 7.14.

(b) Each payment of an installment of the amount required to be paid to the United States of America pursuant to this Section 7.14 shall be paid to the Internal Revenue Service at the appropriate address as specified by the Internal Revenue Service. Each payment shall be accompanied by an Internal Revenue Service Fund 8038-T (or successor form) prepared by or on behalf of ARRC filed with respect to the particular Series of Bonds.

(c) The duty of the Trustee to make payments to the United States of America pursuant to this Section 7.13 shall be expressly limited to funds available in the Rebate Fund at the times such payments are required to be made (including all investment earnings on funds theretofore deposited by the Trustee in the Rebate Fund) and any other funds actually provided to the Trustee by ARRC for such payments. The Trustee shall not be under any duty to pay any amounts in excess of the amount available in the Rebate Fund or actually provided to it by ARRC. The Trustee shall be entitled to conclusively rely on the directions and calculations provided by or on behalf of ARRC, without further inquiry, and shall have no obligation to confirm the accuracy of any Rebate Amount or the timing of any such payment.

Section 7.17. Surplus Fund. The Trustee shall transfer from the Surplus Fund to the Debt Service Fund and the Debt Service Reserve Fund, in that order of priority, the amount necessary (or all the moneys in the Surplus Fund if less than the amount necessary), (1) to make up any deficiencies in payments to said Funds required by Section 7.04(a) hereof, and (2) in the event of any transfer of moneys to the Debt Service Fund from the Debt Service Reserve Fund pursuant to Section 7.07, the amount of any resulting deficiency in the Debt Service Reserve Fund.

If no Event of Default shall have occurred and be continuing hereunder, moneys in the Surplus Fund shall be used as may be directed by ARRC by Officer's Certificate, for any lawful purpose of ARRC free and clear of the lien, pledge and security interest created hereby,

The Trustee shall transfer from the Surplus Fund to the 2025 Purchase Account Subaccount in amounts, together with amounts transferred from the Excess Improvement Fee Fund, necessary to comply with the requirements of Section 6.01(a).

Section 7.18. Discontinuance of Funds. After all Bonds and other sums required to discharge the Indenture shall have been paid or provision for their payment shall have been made as provided herein, all amounts required to be deposited in the Rebate Fund have been deposited and all sums owing to any Credit Facility Issuer and any Credit Facility Issuer and any Reserve Fund Credit Facility Issuer shall have been paid and each Reserve Fund Credit Facility surrendered to the appropriate Credit Facility Issuer and any Reserve Fund Credit Facility Issuer, any balance remaining in the Funds established hereunder (other than the Rebate Fund) shall be paid over to ARRC.

[End of Article VII]

ARTICLE VIII

INVESTMENT OF MONEYS

Section 8.01. Investment of Funds. Moneys in the Funds, and accounts within such Funds, established hereunder shall, to the extent permitted by law and at the written direction of ARRC and subject to any limitations imposed by any agreement pursuant to which any Credit Facility is issued shall be invested and reinvested in Investment Securities (and in such other obligations and securities to the extent that such obligations or securities constitute qualified investments by the relevant Credit Facility Issuer).

Subject to the further provisions of this Article VIII, such investments shall be made by the Trustee as directed and designated by ARRC in a certificate of, or telephonic advice promptly confirmed by a certificate of, an Authorized Officer. In the absence of such written direction, the Trustee shall hold all such funds uninvested, as cash. As and when any amounts thus invested may be needed for disbursements from the Funds, or accounts within such Funds established hereunder, the Trustee shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such Fund, or account within such Fund, as directed by an Authorized Officer in writing. ARRC shall have the right to designate the investments to be made and to be sold and to otherwise direct the Trustee in the sale or conversion to cash of the investments made with the moneys in the Funds, and accounts within such Funds, established hereunder.

The Investment Securities so purchased with the monies in any such Fund, or account within such Fund, shall be part of such Fund, or account within such Fund. The interest and income received from such investments, losses suffered by reason of such investments, and any interest paid by the Trustee or any other depository of any Fund, or account within such Fund, established hereunder, and any net profit or losses resulting from the sale of securities (collectively "Investment Earnings") shall be added or charged to such Fund, or account within such Fund, when earned or realized, and such Investment Earnings shall be considered part of the appropriate Fund, or account within such Fund, for computation of any surplus or deficiency in any such Fund, or account with such Fund, provided that any resulting surplus Investment Earnings in any Fund, or account within such Fund, shall, to the extent not needed to eliminate deficiencies therein, be transferred to the Revenue Fund; subject, however, to the provisions of Article VII hereof and except, however, that (i) unless otherwise provided in any Supplemental Indenture, any Investment Earnings in the Debt Service Fund, to the extent not retained to eliminate deficiencies therein, shall be transferred by the Trustee to the Project Fund so long as Costs of projects are to be paid therefrom; (ii) any Investment Earnings in the Debt Service Reserve Fund shall be transferred as provided in Section 7.07 hereof; (iii) any Investment Earnings in the Rebate Fund shall remain in the Rebate Fund and become a part thereof, to be disbursed as provided in Article VII; and (iv) unless otherwise provided in any Supplemental Indenture, any Investment Earnings in the Project Fund shall remain in the Project Fund so long as Costs of projects are to be paid therefrom.

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The Trustee shall have no liability whatsoever for any loss, fee, tax, or other charge incurred in connection with any investment, reinvestment, or liquidation of an investment hereunder.

ARRC acknowledges that regulations of the Comptroller of the Currency grant it the right to receive brokerage confirmations of the security transactions as they occur. ARRC specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements that will detail all investment transactions.

Section 8.02. Valuation of Funds. The Trustee shall value the assets in each of the Funds established hereunder as of the end of each quarter of ARRC's Fiscal Year, after taking into account all transfers or payments then required to be made from each Fund. Promptly after making such valuations, the Trustee shall notify ARRC in writing of the results thereof. In computing the assets of any Fund, investments and interest and income earned thereon, unless otherwise provided here shall be deemed a part thereof. Any such investments with a remaining life of greater than five (5) years shall be valued at the lesser of the fair market value thereof or the amortized cost thereof. Any such investments with a remaining life of five (5) years or less shall be valued at the amortized cost thereof.

Section 8.03. Information as to Status of Funds. The Trustee shall provide ARRC with monthly statements of the assets of, and of the receipts into and disbursements from, each Fund held by the Trustee under this Indenture. The Trustee shall provide ARRC with such additional information as it may reasonably request regarding the status of each Fund held by the Trustee.

[End of Article VIII]

ARTICLE IX

DISCHARGE OF INDENTURE

Section 9.01. Discharge of Indenture. If ARRC shall pay or cause to be paid, or there shall otherwise be paid or provision made for payment, to the Owners of the Bonds the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and all fees, expenses and other amounts due and owing to the Trustee, each Registrar and each Credit Facility Issuer, then these presents and the Trust Estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee, upon receipt of an opinion of Counsel stating that all conditions precedent for the release of the Indenture, have occurred, shall cancel and discharge this Indenture, and execute and deliver to ARRC such instruments in writing as ARRC shall determine to be requisite to release this Indenture and to reconvey, release, assign and deliver unto ARRC any and all of the Trust Estate and all right, title and interest in and to any and all rights conveyed, assigned or pledged to the Trustee or otherwise subject to this Indenture, except amounts held in or payable to the Rebate Fund for payment to the United States of America and amounts held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 9.02. Payment of Bonds. Any Bond shall be deemed to be paid within the meaning of this Article IX and for all purposes of this Indenture when payment of the principal of, the redemption premium, if any, and the interest on such Bond to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (a) shall have been made or caused to be made in accordance with the terms hereof or (b) shall have been provided for by irrevocably depositing with the Trustee in trust, and irrevocably setting aside exclusively for such payment any combination of cash and Defeasance Securities maturing as to principal and interest in such amounts and at such times that such combination of cash and Defeasance Securities will provide sufficient moneys to make such payment. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or securities so deposited.

Notwithstanding the foregoing paragraph, no deposit under clause (b) of the immediately preceding paragraph shall be deemed a payment of any Bonds which are to be redeemed prior to their stated maturity until such Bonds shall have been irrevocably called or designated for redemption on a date thereafter on which such Bonds may be redeemed in accordance with the provisions of this Indenture and proper notice of such redemption shall have been mailed in accordance with Article IV hereof or ARRC shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to mail, in the manner and at the times prescribed by Article IV hereof, a notice to the Owners of such Bonds that the deposit required by said clause (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article IX and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and premium, if any, and interest on said Bonds.

In addition, no deposit under clause (b) of the second immediately preceding paragraph shall be deemed a payment of any Bonds unless a defeasance opinion of Counsel is provided as set forth in Section 9.01 and a firm of independent certified public accountants of recognized

standing shall have delivered a written report verifying that the cash and Defeasance Securities so deposited will be adequate to provide sufficient moneys to pay when due the principal of, redemption premium, if any, and interest on the relevant Bonds to the due date thereof (whether at maturity or upon prior redemption, as appropriate), and if a forward supply contract or similar arrangement is employed in connection with such refunding transaction, such verification report shall expressly state that the adequacy of the escrow deposit to accomplish the refunding transaction relies solely on the initial deposit of cash and Defeasance Securities and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with such forward supply contract or similar arrangement. If any Bonds being so refunded are Credit-Enhanced Bonds, the terms of any such forward supply contract or similar arrangement shall be approved by the relevant Credit Facility Issuer.

The provisions of this Indenture relating to the registration of transfer and exchange of Bonds shall remain in full force and effect with respect to all Bonds until the maturity date of the Bonds or the last date fixed for redemption of all Bonds prior to maturity, notwithstanding that all or any portion of the Bonds are deemed to be paid within the meaning of this Article IX.

Anything in Article XII hereof to the contrary notwithstanding, if moneys or Defeasance Securities have been deposited or set aside with the Trustee pursuant to this Article IX for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article IX shall be made without the consent of the Owners affected thereby.

Any moneys or Defeasance Securities deposited with or held by the Trustee pursuant to this Article IX for the payment or redemption of Bonds and remaining unclaimed by the Owners of the Bonds for two (2) years after the date of maturity or the date fixed for redemption, as the case may be, shall upon the written request of ARRC, if ARRC is not at that time to the actual knowledge of the Trustee in default with respect to any of the terms and conditions in this Indenture or the Bonds, be paid to ARRC against its written receipt therefor, and such Owners of the Bonds shall thereafter have and be limited to a claim against ARRC for any claim which they may have to any portion of said funds.

[End of Article IX]

ARTICLE X

DEFAULTS AND REMEDIES

Section 10.01. Events of Default. Each of the following events is hereby declared to constitute an "Event of Default":

(a) default in the due and punctual payment of interest on any Bond after such payment has become due and payable;

(b) default in the due and punctual payment of the principal or mandatory sinking fund installment of any Bond, whether at the stated maturity thereof or upon the due date for redemption thereof;

(c) the Trustee shall have received written notice from a Letter of Credit Bank that an Event of Default shall have occurred under the Credit Facility, with a direction from the Credit Facility Issuer to the Trustee to effectuate a mandatory tender of the Bonds covered by the Credit Facility;

(d) failure by ARRC to pay the principal of any Reimbursement Obligation when due or within any applicable grace period, if any, set forth in the applicable Reimbursement Agreement;

(e) failure by ARRC to pay any installment of interest on any Reimbursement Obligation when due or within any applicable grace period, if any, set forth in the applicable Reimbursement Agreement;

(f) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of ARRC contained in this Indenture or in any of the Bonds; provided, however, that a default under this clause (g) shall not constitute an Event of Default hereunder unless ARRC shall have had thirty (30) days after receipt of notice of such default from the Trustee or the Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Outstanding Bonds to correct said default or cause said default to be corrected and shall not have corrected said default or caused said default to be corrected within such period; and provided further, that if said default is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by ARRC within the applicable period and diligently pursued until the default is corrected;

In determining whether an Event of Default described in clause (a) or (b) above has occurred, no effect shall be given to any payments made under any bond insurance policy insuring any of the Bonds.

Section 10.02. Remedies; Rights of Owners. If an Event of Default shall have occurred and be continuing and if directed in writing by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds and upon being indemnified as provided in Section 11.01 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article X, as directed, provided such direction shall not be otherwise than in accordance with law and the provisions of this Indenture and the Trustee shall

have the right to decline to follow any such direction which in the opinion of the Trustee would prejudice Owners not parties to such direction.

No remedy conferred upon or reserved to the Trustee (or to the Owners) by the terms of this Indenture is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Owners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 10.03. Rights of Owners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture. The Trustee shall not be required to follow any direction from the Owners in the absence of indemnification of the Trustee, in accordance with Section 11.01, in form and substance satisfactory to the Trustee.

Section 10.04. Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article X shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of all expenses, fees (including, without limitation, reasonable counsel fees), liabilities and advances incurred or made by the Trustee under the terms of this Indenture, be deposited in the Debt Service Fund and applied as follows:

FIRST: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, including any amounts owed to any Credit Facility Issuer in respect of payments made for interest on the Bonds, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

SECOND: To the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are otherwise held pursuant to the provisions of this Indenture, but including any amounts owed to any Credit Facility Issuer in respect of payments made for principal of the Bonds), with interest on such Bonds from the respective dates upon which they became due, in order of their due dates, if the amount available

shall not be sufficient to pay in full all Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege; and

THIRD: To deposit in the Subordinate Debt Service Fund for the payment of Subordinate Debt. Whenever moneys are to be applied pursuant to the provisions of this Section 10.04, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be the earliest practicable date it deems suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date to all Owners of Outstanding Bonds, and shall not be required to make payment to any Owner of a Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 10.05. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by Trustee may be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the Outstanding Bonds.

Section 10.06. Rights and Remedies of Owners. No Owner shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in subsection 11.01(h) hereof, or of which by said subsection it is deemed to have notice, unless the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, nor unless, also they have offered to the Trustee indemnity as provided in subsection 11.01(k) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding; and such notification, request and offer of indemnity are hereby declared in every case to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more of the Owners shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or inequity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Outstanding Bonds. However, nothing contained in this Indenture shall affect or impair the right of any Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond upon and after the maturity thereof, or the obligation of ARRC to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to and for the equal benefit

of all Owners at the time and place, from the source and in the manner expressed herein and in the Bonds.

Section 10.07. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, ARRC, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 10.08. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Owners of (a) not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of all Outstanding Bonds in respect of which default in the payment of principal or interest, or both, exists, or (b) not less than a majority in aggregate principal amount of all Outstanding Bonds in the case of any other Event of Default; provided, however, that there shall not be waived any Event of Default in the payment of the principal of or interest on any Outstanding Bonds unless, prior to such waiver, all arrears of principal and interest, and all expenses of the Trustee in connection with such Event of Default, shall have been paid or provided for. In case of any such waiver, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case ARRC, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.09. Rights of Credit Facility Issuers. For purposes of the giving of consents, approvals, waivers and directions by the Owners of Bonds under this Article X, each Credit Facility Issuer shall be deemed to be the sole Owner of the Bonds entitled to the benefit of the Credit Facility issued by such Credit Facility Issuer if and for so long as no Credit Facility Issuer Adverse Change shall have occurred and remains continuing with respect to any such Credit Facility Issuer. A Credit Facility Issuer shall be entitled to pay principal of or interest on the Series of Bonds entitled to the benefit of its Credit Facility in the event of nonpayment by ARRC, whether or not such Credit Facility Issuer received a Notice of Nonpayment (as such term is defined in the relevant Credit Facility) or a claim against the relevant Credit Facility.

ARTICLE XI

TRUSTEE; REGISTRAR

Section 11.01. Acceptance of Trusts. U.S. Bank Trust Company, National Association, shall continue as the Trustee under this Indenture. The Trustee hereby continues its acceptance of the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiving of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants shall be read into this Indenture against the Trustee. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in the exercise of such rights and powers as a prudent man would exercise under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties hereunder by or through attorneys or agents, and shall not be answerable for the conduct of the same if such Persons are selected in accordance with the standard specified above. The Trustee shall be entitled to advice of counsel, of its selection, concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for ARRC) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith in reliance upon such opinion or advice received in writing. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any direction of the Owners of a majority in aggregate principal amount of the Bonds Outstanding or the direction of the Majority Credit Facility Issuers that such Owners or Majority Credit Facility Issuers are permitted to give under this Indenture.

(c) The Trustee shall not be responsible for any recital, statement or representation herein or in the Bonds (except with respect to the authentication certificate of the Trustee endorsed on the Bonds), or for the validity of the execution by ARRC of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for reviewing any financial statements, reports, audits or annual reports of or with respect to ARRC or for insuring or monitoring the adequacy of insurance maintained by ARRC of the Dock/Terminal Facility Project. The Trustee shall not be liable or responsible because of the failure of ARRC to perform any act required of it by this Indenture or because of the loss of any moneys arising through the insolvency or the act or default or omission of any depositary other than itself in which such moneys shall have been deposited under this Indenture. The Trustee shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, invested, withdrawn or transferred in accordance with the provisions of this Indenture or for the failure of ARRC to give it investment direction as required in Article VIII hereof or for any loss resulting from any such investment or the sale or disposition of any such investment in accordance with the provisions

of this Indenture. The Trustee shall not be liable in connection with the performance of its duties under this Indenture except for its own gross negligence or, willful misconduct. The immunities and exemptions from liability of the Trustee shall extend to its directors, officers, employees, agents, attorneys and servants under the Trustee's control or supervision.

(d) The Trustee shall not be accountable for any Bonds once authenticated and delivered in accordance herewith.

(e) Neither the Trustee nor any agent shall have any responsibility or liability for any actions taken or not taken by DTC or successor Securities Depository.

(f) The Trustee shall be protected in acting or refraining from acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, facsimile transmission or other paper or document believed to be genuine and correct and believed by the Trustee to have been signed or sent by the proper Person or Persons and may accept and rely upon the same as conclusive evidence of the truth and accuracy of the statement and opinions contained therein. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the Owner of any Bond shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any Person as an Owner or to take any action at the request of such Owner unless the Bond of such Owner shall be deposited with the Trustee or satisfactory evidence of the ownership of such Bond shall be furnished to the Trustee. Any request or direction of ARRC mentioned herein shall be sufficiently evidenced by a writing signed by an Authorized Officer. The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report notice, direction, consent, order, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or maters as it may see fit, and if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled, upon reasonable notice and during regular business hours to examine the books and records of ARRC either directly or through agents or attorneys.

(g) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to conclusively rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and, prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 11.01(h) hereof, or of which by Section 11.01(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer to the effect that a resolution in the form therein set forth has been adopted by ARRC as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(h) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its own gross negligence or, willful misconduct. No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability.

(i) The Trustee shall not be required to take notice or be deemed to have actual or constructive notice of any Event of Default hereunder except an Event of Default under Sections 10.01 (a) or (b) unless the Trustee shall be specifically notified in writing (delivered to the Designated Office of the Trustee) of such Event of Default by ARRC, by Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds or by any Credit Facility Issuer, and in the absence of such notice so delivered the Trustee may conclusively assume, and shall be fully protected in acting as if, there is no Event of Default, except as aforesaid. Except as otherwise expressly provided in this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner, ARRC or any other Person and the Trustee shall not incur any liability for its failure or refusal to give or furnish the same.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the same trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the authorization of any Bonds, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof are required as a condition of such action, or deemed desirable by the Trustee, for the purpose of establishing the right of ARRC to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(l) Before taking any action referred to in Section 10.02 hereof, the Trustee may require that satisfactory indemnity be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or, willful misconduct in connection with any such action. Except as provided in the preceding sentence, the Trustee may not require indemnity prior to making payment with funds available under the Indenture on the Bonds when due or making a drawing under any Credit Facility or obtaining payment pursuant to any Credit Facility in accordance with the terms thereof.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received strictly in accordance with the provisions of the Act and this Indenture and shall not be commingled with any other funds of the Trustee.

(n) All books and records in the Trustee's possession or under its control relating to the Bonds shall at all reasonable times and upon prior written notice be open to inspection by ARRC and such agents as ARRC may designate from time to time and by such other persons as may be entitled under the Act to examine such books and records.

(o) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action

Section 11.02. Compensation, Expenses and Advances. The Trustee shall be entitled to compensation from ARRC for its services rendered hereunder (not limited by any provision of law in regard to the compensation of a trustee of an express trust) and to reimbursement from ARRC for its actual out-of-pocket expenses (including counsel fees and expenses and allocated costs and expenses of its in-house counsel and legal staff) reasonably incurred in connection therewith except as a result of its own negligence or, willful misconduct. The obligation of ARRC to pay or reimburse the Trustee for expenses, fees, disbursements and advances shall survive the satisfaction and discharge of this Indenture and the resignation, removal and succession of the Trustee. If ARRC shall fail to perform any of the covenants or agreements contained in this Indenture, other than the covenants or agreements in respect of the payment of the principal of and interest on the Bonds, the Trustee may, in its discretion and without notice to the Owners, but with notice to ARRC, at any time and from time to time, make advances to effect performance of the same on behalf of ARRC, but the Trustee shall be under no obligation to do so; and any and all such advances may bear interest at a rate per annum not exceeding the prime rate then in effect as established by the Trustee's primary banking affiliate; but no such advance shall operate to relieve ARRC from any default hereunder.

ARRC agrees to indemnify and hold the Trustee and its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, and expenses including out-of-pocket and incidental expenses, legal fees and expenses, the allocated costs and expenses of in-house counsel and legal staff and the costs and expenses of defending or preparing to defend against any claim ("Losses") that may be imposed on, incurred by, or asserted against the Indemnitees or any of them for following any instruction or other direction upon which the Trustee is authorized to conclusively rely pursuant to the terms of this Indenture. In addition to and not in limitation of the immediately preceding sentence, ARRC also covenants and agrees to indemnify and hold the Indemnitees and each of them harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against the Indemnitees or any of them in connection with or arising out of the Trustee's performance under this Indenture, provided the Trustee has not acted with negligence or engaged in willful misconduct. The provisions of this Section 11.02 shall survive the termination of this Indenture, the defeasance of the Bonds, and the resignation or removal of the Trustee for any reason.

Section 11.03. Notices by Trustee.

(a) If an Event of Default occurs of which the Trustee is by subsection 11.01(h) hereof required to take notice or if notice of an Event of Default be given as therein provided, then the Trustee shall, within five (5) Business Days after knowledge thereof, give written notice thereof to all Owners of all Outstanding Bonds, ARRC, each Credit Facility Issuer and to S&P, Moody's and Fitch.

(b) The Trustee shall give notice to ARRC whenever it is required hereby to give notice to ARRC and, additionally, shall furnish to ARRC copies of any other notice given by it pursuant to any provision hereof. The Trustee shall send copies of all notices which it gives or receives under this Indenture to each Credit Facility Issuer and to S&P, Moody's and Fitch. The Trustee to provide notice as a matter of courtesy and accommodation only and shall not be liable to any Person for any failure to comply therewith.

Section 11.04. Intervention by Trustee. ARRC shall notify, in writing, the Trustee and each Credit Facility Issuer promptly of any judicial proceeding to which ARRC is a party. In any judicial proceeding to which ARRC is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and shall do so, upon receipt of indemnity satisfactory to it, if requested in writing by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds or by any Credit Facility Issuer.

Section 11.05. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided such successor corporation or association meets the requirements of Section 11.08 hereof.

Section 11.06. Resignation by the Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with ARRC not less than thirty (30) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation, not less than three weeks prior to such resignation date, to all Owners. Such resignation shall take effect on the day specified in such instrument and notice, unless previously a successor Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee; provided that such resignation shall not take effect until the appointment of a temporary or successor Trustee by the Owners, by ARRC or by a court of competent jurisdiction and the acceptance of such appointment by such successor. The Trustee shall be reimbursed by ARRC for all reasonable costs incurred by it if it is necessary for the Trustee to apply to any court for the appointment of a successor.

Section 11.07. Removal of Trustee. The Trustee may be removed at any time by (a) an instrument or concurrent instruments in writing delivered to the Trustee, ARRC and each Credit Facility Issuer and signed by the Owners of at least a majority in aggregate principal of Outstanding Bonds, or (b) provided no Event of Default exists, by ARRC in its discretion by an instrument in writing delivered to the Trustee and each Credit Facility Issuer, notice of which shall be mailed by ARRC to the Owners of all Outstanding Bonds; provided, however, that such removal shall not become effective until a successor has been appointed and has accepted the duties of the Trustee hereunder.

Section 11.08. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or office or of a receiver appointed by a court or any regulatory authority, a successor may be appointed by ARRC, by an instrument executed by an Authorized Officer, or by

the Owners of a majority in principal amount of the Bonds then Outstanding, signed by such Owners or by their attorneys in fact duly authorized. Notwithstanding anything herein to the contrary, if any Credit-Enhanced Bonds are Outstanding, no successor Trustee shall be appointed unless approved by the Majority Credit Facility Issuers. If no successor Trustee shall have been so appointed and have accepted appointment within thirty (30) days after the giving of the notice of resignation or removal, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary Trustee. Such temporary Trustee so appointed by a court of competent jurisdiction shall immediately and without further act be superseded by the Trustee appointed by ARRC. After any appointment by ARRC, it shall cause notice of such appointment to be mailed to all Owners. Every such Trustee appointed pursuant to the provisions of this Section 11.08 shall be a national banking association, trust company or bank with trust powers in good standing with having a reported capital and surplus of not less than $50,000,000 if there be such an institution willing, qualified and able to accept the trust upon customary terms.

Section 11.09. Acceptance by Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to ARRC an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of ARRC, and upon payment of all amounts owed to it hereunder, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. The predecessor Trustee shall take all steps necessary to be taken on its part to cause any Credit Facility then outstanding to be validly transferred to the successor Trustee, but such predecessor shall not be required to pay any transfer fee imposed by any Credit Facility or Credit Facility Issuer. Should any instrument in writing from ARRC be required by any successor Trustee to more fully and certainly vest in such successor Trustee the Trust Estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by ARRC. If applicable, the successor Trustee shall cause any Credit Facility to be validly transferred to it pursuant to the terms thereof. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded.

Section 11.10. Several Capacities. Anything in this Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Trustee, the Registrar and ARRC's paying agent, to the extent permitted by law. The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

Section 11.11. Dealings in Bonds and with ARRC. The Trustee and the Registrar, in their individual capacities, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder, and may join in any action which any Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee and the Registrar in their individual

capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with ARRC, and may act as depository, trustee, or agent for any committee or body of Owners secured hereby as freely as if it did not act in any capacity hereunder.

Section 11.12. Registrar. The Trustee is hereby appointed as the initial Registrar for the Bonds. ARRC may appoint one or more additional Registrars. ARRC shall appoint any successor Registrar for the Bonds subject to the conditions set forth in Section 11.13 hereof. Each Registrar other than the Trustee shall designate to ARRC and the Trustee at its Designated Office and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to ARRC and the Trustee under which such Registrar will agree, particularly, to keep the Bond Register and such other books and records as shall be consistent with customary corporate trust industry practice and to make such books and records available for inspection by ARRC and the Trustee at all reasonable times upon prior written request.

ARRC, the Trustee and each Registrar shall cooperate and cause the necessary arrangements to be made and to be thereafter continued whereby Bonds executed by ARRC shall be made available for exchange, registration and registration of transfer at the Designated Office of each Registrar.

Section 11.13. Qualifications of Registrar; Resignation; Removal. Each Registrar shall be a corporation or national banking association duly organized under the laws of the United States of America or any state or territory thereof, having a reported capital and surplus of not less than $50,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Registrar may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) days' notice to ARRC and the Trustee. The Registrar may be removed at any time by an instrument signed by an Authorized Representative of ARRC and filed with the Registrar and the Trustee. In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee. In the event that ARRC shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, the Trustee may petition any court of competent jurisdiction for the appointment of a Registrar and shall be reimbursed by ARRC for all costs and expenses incurred in connection therewith.

[End of Article XI)

ARTICLE XII

SUPPLEMENTAL INDENTURES; AMENDMENTS TO CREDIT FACILITIES; CONSENT OF CREDIT FACILITY ISSUERS

Section 12.01. Supplemental Indentures Requiring Consent of Owners. Modifications or amendments of this Indenture, or of any indenture supplemental hereto, and of the rights and obligations of ARRC and of the Owners of the Bonds may be made by Supplemental Indenture, authorized by certified resolution of ARRC with the consent of the Owners of not less than 51% in aggregate principal amount of the Outstanding Bonds and with the prior written consent of each Credit Facility Issuer or, in the case one or more but less than all of the Series of Bonds then Outstanding are affected, then, in addition, with the consent of the Owners of not less than fifty-one percent (51%) of the principal amount of the Bonds of each of the Series affected by any such modification or amendment and the prior written consent of the Credit Facility Issuer with respect to such Series; provided, however, that, without the consent of the Owners of all of the Bonds of each of the Series affected and then Outstanding, no such modification or amendment shall be made so as to (a) alter the date fixed in any of the Bonds for the payment of the principal of, redemption price, or any installment of interest on, such Bonds, or otherwise modify the terms of payment of the principal at maturity or redemption of, or interest on, the Bonds, or impose any conditions with respect to such payment or affect the right of any Owner to institute suit for the enforcement of any such payment on or after the respective due dates expressed in the Bonds, (b) alter the amount of principal of, or the rate of interest or premium (if any) payable on any of the Bonds, (c) affect the rights of the Owners of less than all the Bonds of any series then Outstanding, (d) permit the creation by ARRC of any lien prior to or on a parity with the lien of this Indenture upon the Trust Estate hereunder, or (e) reduce the percentage above stated in this paragraph. A modification or amendment of the provisions of this Indenture with respect to any Fund hereunder shall not be deemed a modification of the terms of payment of principal or interest.

Section 12.02. Supplemental Indentures Not Requiring Consent of Owners. Notwithstanding the foregoing provision, modifications or amendments of this Indenture or any Supplemental Indenture or indentures, and of the rights and obligations of ARRC and of the Owners of the Bonds, may be made by Supplemental Indenture, authorized by certified resolution of ARRC without the consent of, or notice to, the Owners of the Bonds for anyone or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in the Indenture;

(b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or ARRC that may lawfully be granted to or conferred upon the Owners and the Trustee, or either of them;

(c) to assign and pledge under or subject to the Indenture additional revenues, properties or collateral;

(d) to evidence the appointment of a successor Trustee or the succession of a new Trustee;

(e) to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States;

(f) to effect changes in the Indenture so as to secure or maintain ratings from each rating agency then maintaining a rating on any series of the Bonds in either of the three highest long term debt rating categories of such rating agency, which changes will not restrict, limit or reduce the obligation of ARRC to pay the principal of and premium, if any, and interest on the Bonds as provided in the Indenture or otherwise adversely affect the Owners of the Bonds under the Indenture;

(g) to make any change that, in the judgment of the Trustee, made in reliance on an opinion of Bond Counsel, does not materially adversely affect the rights of any Owners; and

(h) to issue Bonds pursuant to Section 3.02 hereof.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel stating that the execution of such supplemental indenture or amendment is authorized or permitted by this Indenture and that such supplemental indenture or amendment is the legal, valid and binding obligation of the ARRC, enforceable against the ARRC and the Guarantor in accordance with its terms. The Trustee shall be entitled to rely exclusively upon an unqualified opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Upon the request of ARRC, accompanied by the certified resolution of ARRC, above provided for, the Trustee shall join with ARRC in the execution of any such Supplemental Indenture unless the same adversely affects the Trustee’s own rights, duties or immunities under this Indenture, in which case the Trustee may, in its discretion, but shall not be obliged to, enter into such Supplemental Indenture.

Section 12.03. Procedure for Amendments of Credit Facilities and Reserve Fund Credit Facilities. ARRC and the Trustee may, without the consent of the Owners, consent to any amendment of or supplement to any Credit Facility or Reserve Fund Credit Facility that shall not adversely affect the interests of any Owners, as confirmed by an unqualified opinion of Bond Counsel. If any proposed amendment of or supplement to any Credit Facility or Reserve Fund Credit Facility shall adversely affect the interests of any Owners, the Trustee shall notify the affected Owners of the proposed amendment or supplement and may consent thereto with the approval of the Owners of at least a majority in aggregate principal amount of the Bonds Outstanding which are affected thereby.

Section 12.04. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join with ARRC in the execution and delivery of any Supplemental Indenture or to consent to any amendment of or supplement to any Reserve Fund

Credit Facility permitted by this Article XII and in so doing shall be fully protected by an opinion of Counsel that such Supplemental Indenture or amendment of or supplement to any Credit Facility or Reserve Fund Credit Facility is so permitted and has been duly authorized by the relevant parties thereto, and that all things necessary to make it a valid and binding agreement have been done. The Trustee may, but shall not be obligated to, enter into any Supplemental Indenture or consent to any amendment of or supplement to any Credit Facility or Reserve Fund Credit Facility permitted by this Article XII which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 12.05. Consent of Issuers of Credit Facility Issuers or Reserve Fund Credit Facilities. So long as any Credit Facility remains in effect and there is no Credit Facility Issuer Adverse Change with respect thereto, (a) no provision of this Indenture expressly recognizing or granting rights in or to the relevant Credit Facility Issuer may be amended in any manner which affects the rights of such Credit Facility Issuer without the prior written consent of such Credit Facility Issuer, and (b) the prior written consent of the relevant Credit Facility Issuer shall be required for the execution and delivery of any Supplemental Indenture, or the amendment of this Indenture or any Supplemental Indenture, or the amendment of any related transaction document entered into in connection with the foregoing (including, without limitation, the Lease and the Contract, except where such Lease or Contract amendment is in connection with the issuance of Bonds) ("Related Document"), which affects any Bonds entitled to the benefits of the Credit Facility issued by such Credit Facility Issuer. So long as any Reserve Fund Credit Facility remains in effect and the issuer thereof is not in default with respect to its obligations thereunder, (a) no provision of this Indenture expressly recognizing or granting rights in or to the issuer of such Reserve Fund Credit Facility, and (b) no provision of Section 7.05 hereof which relates to the use of such Reserve Fund Credit Facility, may be amended in any manner which affects the rights of such issuer without the prior written consent of such issuer.

Section 12.06. Notation on or Exchange of Bonds. If any Supplemental Indenture changes the terms of any Bond, the Trustee may require the Owner thereof to deliver such Bond to the Trustee and the Trustee may place and endorse an appropriate notation on such Bond regarding the changed terms and return such Bond so altered to such Owner. Alternatively, if the Trustee and ARRC so determine, ARRC shall issue and the Trustee shall authenticate a new Bond which reflects the changed terms in exchange for any Bond so delivered to the Trustee.

[End of Article XII]

ARTICLE XIII

CONCERNING THE CREDIT FACILITY ISSUERS

Section 13.01. Credit Facility Issuers' Rights. Each Credit Facility Issuer is hereby explicitly recognized as a third party beneficiary of this Indenture. Notwithstanding the foregoing, any rights of a particular Credit Facility Issuer under this Indenture to consent to any action or to direct that any action be taken shall be suspended as to such Credit Facility Issuer if and so long as any Credit Facility Issuer Adverse Change with respect to such Credit Facility Issuer has occurred and remains outstanding. No contract shall be entered into nor action be taken by ARRC or the Trustee by which the (i) rights of a Credit Facility Issuer; (ii) security for the Bonds; or (iii) sources of payment for the Bonds may be impaired or prejudiced without the prior written consent of each relevant Credit Facility Issuer.

(a) A Credit Facility Issuer shall, to the extent it makes any payment of principal of or interest on the Series of Bonds entitled to the benefit of such Credit Facility, become subrogated to the rights of the Owners of the relevant Series of Bonds for which such payment was made, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note the relevant Credit Facility Issuer's rights as subrogee on the registration books of ARRC maintained by the Trustee, upon receipt from the relevant Credit Facility Issuer of proof of the payment of interest thereon to the Owners of the relevant Series of Bonds; and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the relevant Credit Facility Issuer's rights as subrogee on the registration books of ARRC maintained by the Trustee upon surrender of the relevant Series of Bonds by the Owners thereof together with proof of the payment of principal thereof.

[End of Article XIII]

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Consents of Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of counterparts and may be executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such agent or of the ownership of Bonds shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument if made in the following manner:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Bond Register.

Section 14.02. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or implied in this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, any Credit Facility Issuer, any issuer of a Reserve Fund Credit Facility and the Owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, each Credit Facility Issuer, each issuer of a Reserve Fund Credit Facility and the Owners of the Bonds as herein provided.

Section 14.03. Severability. If any provision of this Indenture shall be held or deemed to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision or provisions hereof, and this Indenture shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

Section 14.04. No Personal Liability of ARRC Officials. No covenant or agreement contained in the Bonds or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of ARRC in his individual capacity, and neither the members of the board of ARRC nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 14.05. Bonds Owned by ARRC. In determining whether Owners of the requisite aggregate principal amount of the Bonds have concurred in any direction, consent or waiver under this Indenture, Bonds which are owned directly or indirectly by ARRC (unless ARRC owns all Bonds which are then Outstanding) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such, direction, consent or waiver, only Bonds which the

Trustee's records establish conclusively as so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not ARRC. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of Counsel shall be full protection to the Trustee.

Section 14.06. Successors and Assigns. All the covenants, promises and agreements in this Indenture contained by or on behalf of ARRC, or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether or not so expressed.

Section 14.07. Notices. Except as may be otherwise expressly provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram or by facsimile or other electronic transmission (with receipt confirmed), addressed as follows:

If to ARRC:

Alaska Railroad Corporation
327 W. Ship Creek Ave.
Anchorage, AK 99501
Attention: Chief Financial Officer

If to the Trustee or Registrar (Notices)

U.S. Bank Trust Company, National Association
Seattle Tower
1420 Fifth Ave, 11th Floor,
PD-WA-T10W, Seattle, WA 98101
Attention: Global Corporate Trust

If to the Trustee, paying agent or Registrar (Payments Upon Presentation; Transfer):

U.S. Bank Trust Company, National Association
Seattle Tower
1420 Fifth Ave, 11th Floor,
PD-WA-T10W, Seattle, WA 98101
Attention: Global Corporate Trust

If to S&P:

Standard & Poor's Global Ratings
55 Water Street, 38th Floor
New York, NY 10041
Attention: Public Finance Department

The above parties may, by notice given hereunder, designate any further or different addresses, facsimile numbers and electronic transmission information to which subsequent notices, certificates or other communications shall be sent.

The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees; (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the Trustee; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 14.08. Payments Due on Saturdays, Sundays and Holidays. In any case where the Interest Payment Date or the date of maturity of principal of any Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date or such maturity or redemption date and no interest shall accrue for the period after such Interest Payment Date, maturity date or redemption date.

Section 14.09. Counterparts. This Indenture may be executed in any number of counterparts and by the separate parties hereto on different counterparts, each of which counterparts shall be deemed an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

Section 14.10. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 14.11. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, recognized public emergencies, quarantine restrictions, nuclear or natural catastrophes or acts of God, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, and hacking, cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 14.12. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

[End of Article XIV]

IN WITNESS WHEREOF, ARRC has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its name by its respective duly authorized signers, as of the date first above written.

Attest:

ALASKA RAILROAD CORPORATION

_____
Secretary/Assistant Secretary

By:_____
Name:
Title:

[SEAL]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Name:
Title: Vice President

Exhibit "A"

Form of 2025 Bonds

The Alaska Railroad Corporation is not obligated to pay this bond or the interest on this bond except from the revenue or assets pledged for it; and neither the faith and credit nor the taxing power of the State of Alaska or of a political subdivision of the State of Alaska is pledged to the payment of this bond.

No. R- $_____

ALASKA RAILROAD CORPORATION
CRUISE PORT REVENUE BONDS, SERIES 2025

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
%	_____1, ____		01176P

Registered Owner: CEDE & CO.

Principal Amount:

The ALASKA RAILROAD CORPORATION, a public corporation of the State of Alaska ("ARRC") duly organized and existing under the Alaska Railroad Corporation Act, AS 42.40.010 et seq. ("Act"), for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above or registered assigns, upon presentation and surrender hereof, the Principal Amount identified above on the Maturity Date specified above, and to pay (but only out of the sources hereinafter provided) interest on said Principal Amount from the later of the Dated Date of this 2025 Bond or the most recent date to which interest has been paid or provided for. Interest on this 2025 Bond (computed on the basis of a 360-day year consisting of twelve 30-day months) is payable on _____1 and _____1 of each year, commencing _____ 1, 2025, until the payment in full of such Principal Amount.

Principal of this 2025 Bond is payable in lawful money of the United States of America at the corporate trust office of U.S. Bank Trust Company, National Association, in Seattle, Washington, or its successor in trust, as Trustee and Paying Agent ("Trustee"), and payment of the interest hereon shall be made to the person in whose name this 2025 Bond is registered at the close of business on the fifteenth day preceding each interest payment date ("Record Date") by check or bank draft mailed or delivered by the Trustee to such Registered Owner at such Registered

Owner's address as it appears on the registration books of ARRC maintained by the Trustee, in Seattle, Washington, as Registrar ("Registrar") or, at the option of a Registered Owner of $1,000,000 or more in aggregate principal amount of Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar.

The 2025 Bonds are limited obligations of ARRC payable solely from the Trust Estate and the moneys, securities and funds pledged to the payment of the 2025 Bonds under the Indenture. The 2025 Bonds are not general obligations of ARRC and the revenues, funds and assets, real or personal, of ARRC (other than the Trust Estate) are not pledged for or required for the payment of any amounts due under the 2025 Bonds; and the 2025 Bonds are not, and shall not be or become, a debt, liability or obligation of the State of Alaska or any political subdivision of the State (other than ARRC) or a pledge of the faith and credit of the State or of a political subdivision of the State. ARRC has no taxing power.

It is hereby certified, recited and declared that this 2025 Bond is issued pursuant to the Act, that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this 2025 Bond have been performed in due time, form and manner as required by law; and that the issuance of this 2025 Bond and the series of which it is a part does not exceed or violate any constitutional or statutory limitation.

This 2025 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

This 2025 Bond is one of a duly authorized issue of $_____ aggregate principal amount, Cruise Port Revenue Bonds, Series 2025 ("2025 Bonds"), issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Alaska, particularly the Act, and a Trust Indenture dated as of _____, 2025 ("Indenture"), by and between ARRC and the Trustee. The 2025 Bonds are issued to the purposes of financing (i) a portion of the Purchase Price of the Dock/Terminal Facility (as defined in the Indenture), (ii) funding a debt service reserve for the 2025 Bonds, if necessary or appropriate, (iii) paying capitalized interest on the 2025 Bonds through _____ and (iv) paying the costs of issuing the 2025 Bonds, including the costs of bond insurance if necessary or appropriate (collectively, the "Project"). As provided in the Indenture, the principal of and interest on the 2025 Bonds are payable from and secured by a pledge of and lien on the Trust Estate as defined and described in the Indenture and amounts on deposit in certain Funds, Accounts and Sub-Accounts established pursuant to the Indenture. The Indenture provides that Additional Bonds may be issued from time to time in the future on a parity with the 2025 Bonds to share ratably and equally in the Trust Estate upon compliance with certain requirements contained in the Indenture (such 2025 Bonds and any Additional Bonds from time to time outstanding are referred to collectively as the "Bonds").

Copies of the Indenture are on file at the principal corporate trust office of the Trustee and reference is hereby made to the Indenture and the Act for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of ARRC, the Trustee and the Registered Owners of the Bonds and the terms upon which the Bonds may be issued and secured.

This 2025 Bond is transferable, as provided in the Indenture, only upon the registration books of ARRC maintained by the Registrar, by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender hereof with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney, and thereupon a new registered 2025 Bond or Bonds, in the same aggregate principal amount, maturity and interest rate, shall be issued to the transferee. ARRC, the Trustee, the Registrar and any Paying Agent may deem and treat the person in whose name this 2025 Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes.

The 2025 Bonds are issuable in the form of fully registered bonds in the denomination of $5,000 or any integral multiple thereof. Subject to the conditions and upon the payment of the charges (if any) provided in the Indenture, 2025 Bonds may be surrendered (accompanied by a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney) in exchange for an equal aggregate principal amount of 2025 Bonds of the same maturity and interest rate of any other authorized denominations.

The 2025 Bonds maturing on or after October 1, ____ shall be subject to optional redemption at the written direction of ARRC on or after October 1, ____, in whole at any time, or in part at any time and from time to time, in such maturities as shall be specified by ARRC in any principal amount within a maturity as specified by ARRC (in whole multiples of $5,000), and within a maturity as selected by lot by the Trustee. If there are 2025 Bonds of the same maturity bearing different interest rates, ARRC shall specify in its direction the 2025 Bonds to be redeemed by maturity and interest rate. Any such redemption shall be made at the Redemption Price of 100% of the principal amount of the 2025 Bonds to be redeemed plus accrued interest to the date fixed for redemption.

The 2025 Bonds maturing on October 1, ___ are subject to mandatory sinking fund redemption prior to maturity by ARRC in part on October 1 of the respective years and in the principal amounts set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date:

2025 Bonds Maturing October 1, [20__][*]

Year	Amount
	$[_____]
	[_____]
	[_____]
	[_____]
[**]	[_____]

[**]Stated maturity.

The 2025 Bonds shall be subject to mandatory redemption in whole upon fifteen (15) days' notice upon the earlier of (a) failure of ARRC to exercise its option to purchase the Project pursuant

[*] Preliminary, subject to change.

to the PSA and pay the Purchase Price thereof on or prior to the ninetieth (90th) day (or next succeeding Business Day if such day is not a Business Day) after the Substantial Completion Date as defined in the PSA, (b) failure to pay principal or interest on the 2025 Bonds prior to purchase of the Project by ARRC pursuant to the PSA, (c) termination of the Pier Usage Agreement by RCG pursuant to Section 10.1(b)(ii) thereof prior to purchase of the Project by ARRC pursuant to the PSA or the amendment or waiver of a material provision thereof, or (d) termination of the PSA by ARRC pursuant to Section 9.1(a) thereof or the amendment or waiver of a material provision thereof. Such redemption shall be at a Redemption Price of equal to 100% of the Amortized Value of the 2025 Bonds to be redeemed plus accrued interest to the date fixed for redemption. ARRC shall immediately notify the Trustee in writing of the occurrence of any of the foregoing events.

The Indenture provides that if ARRC shall pay the principal or redemption price, if applicable, and interest due and to become due on all Bonds of a particular series, maturity within a series or portions of a maturity within a series at the times and in the manner stipulated therein and in the Indenture, then the pledge and lien created by the Indenture for such Bonds shall thereupon be discharged and satisfied. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust at or prior to their maturity or redemption date shall be deemed to have been paid if, among other things, ARRC shall have delivered to the Trustee either moneys in an amount which shall be sufficient or Defeasance Obligations (as defined in the Indenture), the principal of and interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or redemption price, if applicable, of and interest due and to become due on said Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be. Defeasance Obligations and moneys so deposited with the Trustee shall be held in trust for the payment of the principal or redemption price, if applicable, of and interest on said Bonds.

The Registered Owner of this 2025 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

IN WITNESS WHEREOF, the Alaska Railroad Corporation has caused this 2025 Bond to be signed in its name and on its behalf by the manual or duly authorized facsimile signature of the President of the Alaska Railroad Corporation, and its corporate seal (or a facsimile thereof) to be hereunto impressed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or duly authorized facsimile signature of the Secretary of the Board of the Alaska Railroad Corporation, all as of the Dated Date identified above.

ALASKA RAILROAD CORPORATION

By:_____
President

[SEAL]

Attest:

_____
Secretary of the Board

[Form of Certificate of Authentication]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Alaska Railroad Corporation Cruise Port Revenue Bonds, Series 2025 described in the within-mentioned Indenture. Signed originals of the opinions of Eckert Seamans Cherin & Mellott, LLC Philadelphia, Pennsylvania, and Dorsey & Whitney LLP, _____, _____, are on file with the undersigned, delivered and dated on the date of the original delivery of and payment for the Bonds of said series.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
Date of Authentication and Delivery: as Trustee

_____ By:_____
Authorized Signatory

STATEMENT OF INSURANCE

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT — _____ Custodian _____
(Cust) (Minor)
under Uniform Gift to Minors

Act _____
(State)

TEN COM — as tenants in common
TEN ENT — as tenants by the entireties
JT TEN — as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____

(Name and Address of Assignee)

_____

The within bond and does hereby irrevocably constitute and appoint _____

_____

_____, Attorney to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:_____

_____

Signature Guaranteed:

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

Exhibit “C”

Form of Purchase Agreement

ALASKA RAILROAD CORPORATION

$_____

CRUISE PORT REVENUE BONDS, SERIES 2025

BOND PURCHASE AGREEMENT

_____ 2025

Alaska Railroad Corporation
327 W. Ship Creek Avenue
Anchorage, Alaska 99501

Ladies and Gentlemen:

BofA Securities, Inc. on behalf of itself and as representative (the "Representative") of Wells Fargo Bank, National Association (collectively, with the Representative, the "Underwriters") hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with Alaska Railroad Corporation (the "Issuer"), a public corporation and government instrumentality duly organized and validly existing under and pursuant to the laws of the State of Alaska (the "State"), whereby the Underwriters will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriters are making this offer subject to the acceptance by the Issuer at or before 5:00 P.M., [TIME ZONE] Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriters. The Underwriters may withdraw this Purchase Agreement upon written notice delivered by the Representative to the Chief Financial Officer of the Issuer at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. PURCHASE AND SALE.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the following bonds: $_____ principal amount of Cruise Port Revenue Bonds, Series 2025 (the "Bonds"), at the purchase price of $_____, representing the aggregate principal amount of the Bonds less an Underwriter's discount of $_____ [plus net original issue premium of $_____/less net original discount of $_____]. The Underwriters agree to make an initial public offering of the Bonds at a price or prices described in Schedule I hereto; provided, however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 5 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than

the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 5 hereof).

The Issuer acknowledges and agrees that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. [RESERVED]

3. DESCRIPTION AND PURPOSE OF THE BONDS.

The Bonds have been authorized pursuant to Chapter 40 of Title 42 of the Alaska Statutes, as amended, and Section 4, Chapter 30, SLA 2022 as amended by Chapter 1, SLA 2025 (collectively, the "Act") and a resolution adopted by the Board of Directors of the Issuer on _____, 2025 (the "Authorizing Resolution"). The Bonds shall be dated the date of delivery. The Bonds shall be issued and secured under and pursuant to the Indenture, dated as of _____, 2025 (the "Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

The proceeds of the sale of the Bonds will be used to finance the replacement of the Issuer's passenger dock and related terminal facility in Seward, Alaska, and associated costs, including, without limitation, reserves for debt service and capitalized interest, if necessary or appropriate, and costs of issuance.

The Bonds will be secured under the provisions of the Act and the Indenture. The Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The Authorized Denominations, Record Dates, Interest Payment Dates, Sinking Fund Payment Dates, and other details and particulars of the Bonds shall be as described in the Indenture and the Official Statement (as defined below) of the Issuer.

4. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriters copies of the Preliminary Official Statement dated _____, 2025, which, including the cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriters may deliver the

Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2 12.

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date, the Issuer shall deliver to the Underwriters a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Eckert Seamans Cherin & Mellott, LLC ("Bond Counsel"), Dorsey & Whitney LLP ("Special Counsel") and the Representative, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Representative may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement. The Underwriters agree to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access ("EMMA") system. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Representative. The Issuer hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission ("SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriters before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriters of the Official Statement and the Indenture in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriters in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Agreement, dated as of _____, 2025 (the "Disclosure Agreement"), by and between the Issuer and with Digital Assurance Certification, L.L.C., as dissemination agent for the Issuer (the "Dissemination Agent"), to provide annual financial information and notices of the occurrence of specified events. A description of the Disclosure Agreement is set forth in, and a form of such agreement is attached as Appendix "E" to the Preliminary Official Statement and the Official Statement.

5. ESTABLISHMENT OF ISSUE PRICE.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the

Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. [All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.][1]

(b) [Except for the maturities set forth in Schedule I attached hereto, the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). [If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Bonds for which the Issuer has elected to utilize the 10% Test, the Representative agrees to promptly report to the Issuer the prices at which Bonds of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Bonds of that maturity or maturities or the Closing Date.]]

[(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

[(c)][(d)] The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

[1] This reporting obligation will be included in the event the Issuer continues to utilize the 10% Test with respect to certain maturities and does not apply to maturities utilizing the hold-the-offering-price rule. In the event this reporting obligation is included, the bankers and the desk will need to understand bond counsel's view on what is the "first price" (e.g., weighted average).

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Bonds of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter

shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.]

[(d)][(e)] The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

6. REPRESENTATIONS. The Issuer represents to and agrees with the Underwriters that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to (i) issue, sell and deliver the Bonds to the Underwriters pursuant to the Indenture, (ii) execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Indenture, the Bonds and the Disclosure Agreement (collectively, the "Legal Documents"), the Pier Usage Agreement ("Pier Usage Agreement"), dated August 15, 2024, between Royal Caribbean Cruises LTD. DBA Royal Caribbean Group ("RCG") and the Issuer,

the Purchase and Sale, Leasing and Lease Termination Agreement, dated August 15, 2024 (the "Purchase Agreement") with Seward Company, LLC ("Seward Company") as amended by the First Amendment to Purchase and Sale, Leasing and Lease Termination Agreement, dated ____, 2025, between the Issuer and Seward Company (the "PSA Amendment" and, together with the Purchase Agreement, the "PSA"), the Ground Lease, dated August 15, 2024, between the Issuer and Seward Company, the Direct Agreement, dated ____, 2025, among the Issuer, Goldman Sachs Bank USA (the "Seward Co. Lender") and Seward Company, the Drawdown Agreement, dated ____, 2025, between the Issuer and Seward Co. Lender (together with the Legal Documents, the "Transaction Documents"), (iii) enact and amend the Seward Terminal Tariff ARR 600-C (the "Tariff") and (iv) perform and consummate all obligations and transactions required or contemplated by each of the Transaction Documents, the Tariff and the Official Statement.

(b) The Authorizing Resolution approving and authorizing the execution and delivery by the Issuer of the Legal Documents and the offering, issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Board of Directors of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Indenture and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement and the Bonds, when duly issued and authenticated in accordance with the Indenture and delivered to the Underwriters as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Indenture and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Transaction Documents. Each of the Transaction Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the Transaction Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Authorizing Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of the Transaction Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or

contemplated by the Legal Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Authorizing Resolution and the Transaction Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Transaction Documents or the Tariff have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made.

(h) Between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Representative, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of December 31, 2024 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since December 31, 2024 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Preliminary Official Statement (excluding therefrom the information in APPENDIX A – "Cruise Facility Market Analysis", APPENDIX C-1 – "Form of Bond Counsel Opinion", APPENDIX C-2 – "Form of Special Counsel Opinion", APPENDIX F – "DTC and Its Book-Entry System" and under the captions "ROYAL CARIBBEAN GROUP", "PROJECT PARTICIPANTS – Turnagain Marine and Seward Company", "LEGAL MATTERS", "TAX MATTERS", "MUNICIPAL ADVISOR" and "UNDERWRITING", as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information in APPENDIX A – "Cruise Facility Market Analysis", APPENDIX C-1 – "Form of Bond Counsel Opinion", APPENDIX C-2 – "Form of Special Counsel Opinion", APPENDIX F – "DTC and Its Book-Entry System" and under the captions "ROYAL CARIBBEAN GROUP", "PROJECT PARTICIPANTS – Turnagain Marine and Seward Company", "LEGAL MATTERS", "TAX MATTERS", "MUNICIPAL ADVISOR" and "UNDERWRITING", as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" (as defined in Rule 15c2-12), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date hereof and the end of the underwriting period, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Representative thereof, and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Representative.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Transaction Documents or the Tariff, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Indenture or the Act or any provision thereof or the application of the proceeds of the Bonds, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Transaction Documents or the Tariff. The Issuer shall advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise

affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) During the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) The Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by any Underwriter or on the Underwriters' behalf, and shall survive the delivery of the Bonds.

7. CLOSING.

At ____ A.M., [Eastern/Central/Pacific] Time, on _____, 20__, or at such other time or date as the Representative and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriters, at the offices of Bond Counsel, 50 South 16th Street, 22nd Floor, Philadelphia, PA 19102, or at such other place as the Representative and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriters shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriters through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Representative at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriters at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT.

The Underwriters have entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriters' obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Authorizing Resolution, the Transaction Documents and the Tariff shall be in full force and effect and shall not

have been amended, modified or supplemented except as may have been agreed to in writing by the Representative.

(c) The Issuer shall perform or have performed (to the extent that the performance of those obligations is due before the Closing) all of its obligations required under or specified in the Authorizing Resolution, the Legal Documents, and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriters final Official Statements by the time required by Section 4 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Transaction Documents, the Tariff and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any material change in or particularly affecting the Issuer, the Act, the Authorizing Resolution, the Legal Documents or the Gross Revenues as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Representative materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Representative shall receive the following documents (in each case with only such changes as the Representative shall approve):

(i) The approving opinion(s) of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix C-1 to the Official Statement, and, if not otherwise directly addressed to the Underwriters, a reliance letter with respect thereto addressed to the Underwriters;

(ii) The approving opinion(s) of Special Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix C-2 to the Official Statement, and, if not otherwise directly addressed to the Underwriters, a reliance letter with respect thereto addressed to the Underwriters;

(iii) The supplemental opinion of Bond Counsel addressed to the Underwriters, dated the Closing Date, to the effect that:

(1) The statements contained in the Preliminary Official Statement and the Official Statement on the cover page and under the captions "INTRODUCTION − The 2025 Bonds; Security for the 2025 Bonds; Parity Obligations;" "DESCRIPTION OF THE 2025 BONDS;" "SECURITY FOR THE BONDS" and "TAX MATTERS (other than "– State of Alaska")," insofar as such statements expressly summarize certain provisions of the Indenture,

the Bonds, federal tax laws and the form and content of Bond Counsel's opinion attached as Appendix C-1 to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and

(2) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(iv) The opinion of Special Counsel addressed to the Underwriters, dated the Closing Date, to the effect that:

(1) The Issuer has been duly organized and is validly existing under the Constitution and laws of the State, and has all requisite power and authority thereunder: (a) to adopt the Authorizing Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the Transaction Documents; (b) to approve and authorize the use, execution and distribution of the Preliminary Official Statement and the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to pledge the Gross Revenues as contemplated by the Indenture; (e) enact and amend the Tariff, and (f) to carry on its activities as currently conducted;

(2) The Issuer has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (a) above, and the Issuer has duly authorized the execution and delivery of, and the due performance of its obligations under, the Transaction Documents;

(3) The Authorizing Resolution was duly adopted by the Board of Directors of the Issuer at a meeting of the governing body of the Issuer which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Authorizing Resolution;

(4) The Transaction Documents have been duly executed and delivered by the Issuer and are each a legal, valid and binding obligation of the Issuer enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

(5) To the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any

local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Issuer of the Transaction Documents and the authorization and distribution of the Preliminary Official Statement and the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriters); and

(6) the statements contained in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION − Pier Usage Agreement;" "PLAN OF FINANCE;" "PIER USAGE AGREEMENT;" "PURCHASE AGREEMENT AND GROUND LEASE;" "INTERIM FINANCING DOCUMENTS" and "TAX MATTERS – State of Alaska," insofar as such statements expressly summarize certain provisions of the Transaction Documents, the Tariff, state tax laws and the form and content of Special Counsel's opinion attached as Appendix C-2 to the Preliminary Official Statement and the Official Statement, are accurate in all material respects;

In addition to the foregoing, Special Counsel will provide in such supplemental opinion or in a letter dated the Closing Date and addressed to the Underwriters, a statement to the effect that based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, nothing has come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date and as of the date hereof, did not and does not, and the Official Statement as of its date and all times subsequent thereto during the period up to and including the Closing Date, does not and will not, contain an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(v) The opinion of the Chief Counsel of the Issuer, dated the date of the Closing and addressed to the Underwriters, to the effect that:

(1) The adoption of the Authorizing Resolution, the execution and delivery by the Issuer of the Transaction Documents and the compliance with the provisions of the Transaction Documents, do not and will not conflict with or violate in any material respect any Alaska constitutional, statutory or regulatory provision, or, to the

best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound;

(2) No litigation is pending or, to the best of such counsel's knowledge after due inquiry, threatened against the Issuer in any court in any way affecting the titles of the officials of the Issuer to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Authorizing Resolution, the Transaction Documents or the Tariff, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Issuer or its authority with respect to the Authorizing Resolution, the Transaction Documents or the Tariff;

(3) The information contained in the Preliminary Official Statement, as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date under the captions "INTRODUCTION −The Corporation;" "PLAN OF FINANCE;" "CORPORATION MAINTENANCE OBLIGATION;" "EXISTING SEWARD CRUISE FACILITIES;" "THE CORPORATION" "RECENT DEVELOPMENTS;" "RISK FACTORS" and "MATERIAL LITIGATION" did not and does not contain any untrue statement of a material fact and did not and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(4) To the best of such counsel's knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Transaction Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Transaction Documents;

(vi) The opinion of [NAME OF TRUSTEE'S COUNSEL], counsel to the Trustee, dated the date of the Closing and addressed to the Underwriters, to the effect that:

(1) The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the trust created under the Indenture to which it is a party and to enter into such Indenture;

(2) The Legal Documents to which it is a party have been duly authorized, executed and delivered by the Trustee and constitute the legal, valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(3) The execution, delivery and performance of the Indenture will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Trustee is bound;

(4) All authorizations and approvals required by law and the articles of association and bylaws of the Trustee in order for the Trustee to execute and deliver and perform its obligations under the Indenture to which it is a party have been obtained; and

(5) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds thereof in accordance with the Indenture, or in any way contesting or affecting the Bonds or the Indenture;

(vii) The opinion of Hawkins Delafield & Wood LLP, counsel to the Underwriters, dated the date of the Closing and addressed to the Underwriters, and covering such matters as the Representative may reasonably request;

(viii) A certificate, dated the Closing Date, signed by the Chief Financial Officer of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Transaction Documents have been duly

authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Authorizing Resolution or any Transaction Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date or any Legal Document; and (d) the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of information in the Official Statement in APPENDIX A – "Cruise Facility Market Analysis", APPENDIX C-1 – "Form of Bond Counsel Opinion", APPENDIX C-2 – "Form of Special Counsel Opinion", APPENDIX F – "DTC and Its Book-Entry System" and under the captions "ROYAL CARIBBEAN GROUP", "PROJECT PARTICIPANTS – Turnagain Marine and Seward Company", "LEGAL MATTERS", "TAX MATTERS", "MUNICIPAL ADVISOR" and "UNDERWRITING";

(ix) A certificate, dated the Closing Date, signed by the Chief Financial Officer of the Issuer, in form and substance satisfactory to the Underwriter, to the effect that (i) the financial statements of the Issuer as of December 31, 2024 fairly represents the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth and (ii) except as disclosed in the Preliminary Official Statement and the Official Statement, since December 31, 2024, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since December 31, 2024, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;

(x) Report of Bermello Ajamil & Partners, Inc.(the "Report");

(xi) Written consent of Bermello Ajamil & Partners, Inc. (the "Consultant") dated the date of the Preliminary Official Statement executed by an authorized representative of the Consultant, in form and substance satisfactory to the Issuer and the Representative, to the references to the Consultant and the Report in the Preliminary Official Statement and the

Official Statement and to the inclusion of the Report in Appendix A to the Preliminary Official Statement and the Official Statement and (ii) written confirmation of the Consultant, dated the Closing Date, executed by an authorized representative of the Consultant, in form and substance satisfactory to the Issuer and the Representative, that nothing has come to the attention of the Consultant that would cause it to believe that the Report was, or any of the statements in the Preliminary Official Statement or the Official Statement specifically attributed to the Consultant were, as of the date of the Report, the date of the Preliminary Official Statement, the date of the Official Statement or the Closing Date, inaccurate in any material respect, or that the assumptions in the Report are no longer reasonable, or that the information, conclusions and forecasts in the Report should not be relied upon and that the Consultant has not become aware of any change, or any development involving a prospective change, which would make any of the information or conclusions in the Report inaccurate or incomplete in any material respect.

(xii) Certificate of an authorized officer of RCG, dated the closing date, in form and substance satisfactory to the Issuer and the Representative, substantially to the effect that (a) such officer is authorized to give the certificate on behalf of RCG, (b) RCG acknowledges that references to RCG are or will be included in the Preliminary Official Statement and the Official Statement, and hereby consents to all references to RCG in the Preliminary Official Statement and the Official Statement, and (c) the information pertaining to RCG in the Preliminary Official Statement and the Official Statement, including the information under the captions "INTRODUCTION − Pier Usage Agreement;" "PIER USAGE AGREEMENT" and "ROYAL CARIBBEAN GROUP" is true, accurate and complete in all material respects as to the matters set forth therein;

(xiii) Certificate of an authorized officer of Seward Company, dated the closing date, in form and substance satisfactory to the Issuer and the Representative, substantially to the effect that (a) such officer is authorized to give the certificate on behalf of Seward Company, (b) Seward Company acknowledges that references to Seward Company are or will be included in the Preliminary Official Statement and the Official Statement, and hereby consents to all references to Seward Company in the Preliminary Official Statement and the Official Statement, and (c) the information pertaining to Seward Company in the Preliminary Official Statement and the Official Statement, including the information under the caption "PLAN OF FINANCE;" "PROJECT PARTICIPANTS − Seward Company" is true, accurate and complete in all material respects as to the matters set forth therein;

(xiv) Certificate of an authorized officer of Turnagain Marine Construction Corporation ("Turnagain Marine"), dated the closing date, in form and substance satisfactory to the Issuer and the Representative, substantially to

the effect that (a) such officer is authorized to give the certificate on behalf of Turnagain Marine, (b) Turnagain Marine acknowledges that references to Turnagain Marine are or will be included in the Preliminary Official Statement and the Official Statement, and hereby consents to all references to Turnagain Marine in the Preliminary Official Statement and the Official Statement, and (c) the information pertaining to Turnagain Marine in the Preliminary Official Statement and the Official Statement, including the information under the caption "PLAN OF FINANCE;" "PROJECT PARTICIPANTS −Turnagain Marine" is true, accurate and complete in all material respects as to the matters set forth therein;

(xv) Executed or certified copies of the Indenture;

(xvi) Executed or certified copies of each other Legal Document;

(xvii) A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Representative;

(xviii) A certified copy of the Authorizing Resolution;

(xix) Evidence satisfactory to the Representatives of the assignment of long-term ratings assigned to the Bonds by Standard & Poor's Ratings Service ("S&P"), a Division of The McGraw-Hill Companies;

(xx) An agreed-upon procedures letter of KPMG LLP relating to the information in the Official Statement under the caption "EXISTING SEWARD CRUISE FACILITIES− Existing Seward Cruise Facilities Operating Results; STATEMENT OF REVENUES AND EXPENSES";

(xxi) A certificate of an authorized officer of the Trustee, as trustee, dated as of the Closing Date, to the effect that: (a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to the Underwriters; (b) the Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Bonds to the Underwriters pursuant to the Indenture; (c) when delivered to and paid for by the Underwriters at the Closing, the Bonds will have been duly authenticated and delivered by the Trustee; (d) the execution and delivery of the Indenture and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially

impair the ability of the Trustee to perform its obligations under the Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and (e) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoining the execution and delivery of the Bonds or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Indenture or the power and authority of the Trustee to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to or upon the order of the Underwriters;

(xxii) Evidence that a Form 8038 relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service (the "IRS") within the applicable time limit:

(xxiii) A copy of the Blue Sky Survey with respect to the Bonds;

(xxiv) A copy of the Issuer's executed Blanket Letter of Representation to The Depository Trust Company; and

(xxv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative, counsel for the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of additional Bonds pursuant to the Indenture shall have been fulfilled.

9. TERMINATION.

If the Issuer shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Representative at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Representative to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriters may be waived by the Representative.

(a) The Underwriters shall also have the right, before the time of Closing, to cancel their obligations to purchase the Bonds, by written notice by the Representative to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Representative, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Representative, by:

(1) An amendment to the Constitution of the United States or the State shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee

of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Representative, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or Alaska authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage (whether or not then introduced) by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the

Bonds are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act; or

(iv) Any change in or particularly affecting the Issuer, the Act, the Authorizing Resolution, the Transaction Documents, the Tariff or the Gross Revenues as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the professional judgment of the Representative materially impairs the investment quality of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any Transaction Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any change or any development involving a prospective change in or affecting the business, properties or financial condition of the Issuer, except for changes which the Preliminary Official Statement and Official Statement discloses are expected to occur.

(viii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Authorizing Resolution, the Transaction Documents, the Tariff or the existence or powers of the Issuer with respect to its obligations under the Transaction Documents; or

(ix) A reduction or withdrawal in any of the following assigned ratings, or, as of the Closing Date, the failure by any of the following rating agencies to assign the following ratings, to the Bonds: the long-term ratings assigned by S&P.

10. INDEMNIFICATION.

(a) The Issuer shall indemnify and hold harmless, to the extent permitted by law, the Underwriters and their respective directors, officers, employees and agents and each person who controls any Underwriter within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Underwriter Indemnitee"), against any and all losses, claims, damages or liabilities, joint or several, (a) to which any such Underwriter Indemnitee may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or any amendment or supplement to either, or arise out of or are based upon the omission to state therein a material fact which is necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to statements in the Preliminary Official Statement or the Official Statement under the caption "UNDERWRITING," and (b) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Issuer (which consent shall not be unreasonably withheld); and will reimburse any legal or other expenses reasonably incurred by any such Underwriter Indemnitee in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement shall not be construed as a limitation on any other liability which the Issuer may otherwise have to any Underwriter Indemnitee.

(b) The Underwriters shall indemnify and hold harmless, to the extent permitted by law, the Issuer and its directors, officers, members, employees and agents and each person who controls the Issuer within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Issuer Indemnitees"), against any and all losses, claims, damages or liabilities, joint or several, to which such Issuer Indemnitee may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such Issuer Indemnitee for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in, or the omission to state therein a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereof, under the caption "UNDERWRITING." This indemnity agreement shall not be construed as a limitation on any other liability which the Underwriters may otherwise have to any Issuer Indemnitee. The liability of any Underwriter obligations under this Section 10 shall not exceed the amount of its *pro rata* compensation under this Purchase Agreement.

(c) For purposes of subsection (a) or (b) above, an "Indemnified Party" means an Underwriter Indemnitee or an Issuer Indemnitee as the context dictates and an "Indemnifying Party" means the Issuer or an Underwriter who is under the obligation to indemnity an Indemnified Party under this Section 10. An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against an Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof, but the omission to notify the Indemnifying Party of any such action shall

not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of an election so to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Indemnifying Party shall not have employed counsel to manage the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such Indemnified Party shall have the right to retain legal counsel of its own choosing and the reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein.

(d) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an Indemnified Party under subsection (a) or (b) above, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and the Underwriters on the other from the offering of the Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject to this subsection (d). Notwithstanding the provisions of this subsection (d), each Underwriter shall not have any obligation under this

subsection (d) to contribute an amount in excess of the amount of its pro rata compensation under this Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

11. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the Issuer shall advise the Representative if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the "underwriting period" (as defined in Rule 15c2-12), the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel for the Underwriters) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

12. EXPENSES.

All expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriters, including the costs of printing or reproduction of the Bonds, the Transaction Documents and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel and fees and expenses of counsel to the Issuer, Bond Counsel and Special Counsel, shall be paid by the Issuer from the proceeds of the Bonds or other revenues of the Issuer. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriters on behalf of the Issuer's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All other expenses and costs of the Underwriters incurred under or pursuant to this Purchase Agreement, including, without limitation, the cost of preparing this Purchase Agreement and other Underwriter documents, travel expenses and the fees and expenses of counsel to the Underwriters, shall be paid by the Underwriters (which may be included as an expense component of the Underwriter's discount).

13. USE OF DOCUMENTS.

The Issuer hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Transaction Documents, and the information contained herein and therein.

14. QUALIFICATION OF SECURITIES.

The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and to provide for the continuance of such qualification; *provided, however,* that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

15. NOTICES.

Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to Alaska Railroad Corporation, 327 W. Ship Creek Avenue, Anchorage, Alaska 99501, Attention: Michelle Maddox, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to BofA Securities, Inc., 800 Fifth Avenue, 35th Floor, Seattle, WA 98104, Attention: Eric Whaley.

16. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Sections 10 and 12 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

17. GOVERNING LAW. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS SECTION 5-1401 AND 5-1402); PROVIDED, THAT THE OBLIGATIONS OF THE ISSUER SHALL BE GOVERNED BY, AND

CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALASKA.

18. WAIVER OF JURY TRIAL. THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

19. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Very truly yours,

By:

BOFA SECURITIES, INC.,
as Representative

By:_____

Approved and Agreed to: _____, 2025

ALASKA RAILROAD CORPORATION

By:_____

SCHEDULE I

Principal Amounts, Interest Rates and Prices

CRUISE PORT REVENUE BONDS, SERIES 2025 – PRICING SCHEDULE

$_____ Serial Bonds

Maturity Date (July 1)	Principal Amount	Interest Rate	Initial Offering Yield	Initial Offering Price

$_____ ____% Term Bonds due July 1, ____ – Yield ____%; Price ____

_____

* 10% Test Maturities (Sale Date).

C Priced to par call on _____ 1, 20__.

REDEMPTION PROVISIONS

Optional and Mandatory Redemption

Optional Redemption. The Bonds maturing on or after October 1, ____ shall be subject to optional redemption at the written direction of the Issuer on or after October 1, ____, in whole at any time, or in part at any time and from time to time, in such maturities as shall be specified by the Issuer in any principal amount within a maturity as specified by the Issuer (in whole multiples of $5,000), and within a maturity as selected by lot by the Trustee. If there are Bonds of the same maturity bearing different interest rates, the Issuer shall specify in its direction the Bonds to be redeemed by maturity and interest rate. Any such redemption shall be made at the Redemption Price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The Bonds maturing on October 1, ____ are subject to mandatory sinking fund redemption prior to maturity by the Issuer in part on October 1 of the respective years and in the principal amounts set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date:

Bonds Maturing October 1, [20__]

Year	Amount
	$[_____]
	[_____]
	[_____]
	[_____]
**	[_____]

**Stated maturity.

Extraordinary Mandatory Redemption. The Bonds shall be subject to mandatory redemption in whole upon fifteen (15) days' notice upon the earlier of the (a) failure of the Issuer to exercise, or a determination of the Issuer not to exercise, its option to purchase the Project pursuant to the PSA and pay the Purchase Price thereof on or prior to the ninetieth (90th) day (or next succeeding Business Day if such day is not a Business Day) after the Substantial Completion Date as defined in the PSA, (b) failure to pay principal or interest on the Bonds, as and when due, prior to purchase of or election not to purchase the Dock/Terminal Project by the Issuer pursuant to the PSA, (c) the determination by the Issuer in its sole discretion not to fund the payment of additional interest on the Bonds prior to the purchase of or election not to purchase the Project by the Issuer pursuant to the PSA; (d) termination of the Pier Usage Agreement by RCG prior to purchase of the Project by the Issuer pursuant to the PSA or the amendment or waiver of a material provision thereof, or (e) termination of either party's rights under the PSA pursuant to Section 9.1(a) thereof or the amendment or waiver of any material provision thereof. Such redemption shall be at a Redemption Price of the Amortized Value of the principal amount of the Bonds to be redeemed plus accrued interest to the date fixed for redemption. The Issuer shall immediately notify the Trustee in writing of the occurrence of any of the foregoing events.

EXHIBIT A

ALASKA RAILROAD CORPORATION

$_____

CRUISE PORT REVENUE BONDS, SERIES 2025

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (the "Representative"), on behalf of itself and Wells Fargo Bank, National Association (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

[Select appropriate provisions below]

1. [Alternative 1[2] – All Maturities Use General Rule: ***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2[3] – Select Maturities Use General Rule: ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. ***Initial Offering Price of the [Bonds] [Hold-the-Offering-Price Maturities]***.

a) [Alternative 1[4] – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [Alternative 2[5] – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Bonds, they would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-

[2] If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.
[3] If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).
[4] If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.
[5] Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any Maturity of the unsold Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms***.

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Alaska Railroad Corporation.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the

initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Eckert Seamans Cherin & Mellott, LLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

BOFA SECURITIES, INC. as Representative

By: _____

Name: _____

Dated: [ISSUE DATE]

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

Exhibit “D”

Form of Preliminary Official Statement

NEW ISSUE-BOOK-ENTRY ONLY

RATINGS: (See "RATINGS" herein)

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, interest on the 2025 Bonds, including interest in the form of original issue discount, will not be includible in gross income of the holders thereof for federal income tax purposes, except for interest on any 2025 Bond during any period such 2025 Bond is held by a person who is a "substantial user" of the facilities financed by the 2025 Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"), assuming continuing compliance by the Corporation with the requirements of the Code. Interest on the 2025 Bonds is treated as an item of tax preference for purposes of computing the federal alternative minimum tax on individuals. In the opinion of Special Counsel, under existing laws, interest on the 2025 Bonds is free from taxation by the State of Alaska (the "State"), except for transfer, estate and inheritance taxes, and except to the extent that inclusion of interest on the 2025 Bonds in computing the corporate alternative minimum tax under Section 55 of the Code may affect the corresponding provisions of the State corporate income tax, See "TAX MATTERS" herein.

$_____*
ALASKA RAILROAD CORPORATION
Cruise Port Revenue Bonds, Series 2025
(Subject to AMT)

Dated: Date of Delivery **Due: October 1, as shown on the inside cover page**

The Alaska Railroad Corporation Cruise Port Revenue Bonds, Series 2025 (the "2025 Bonds"), are being issued pursuant to a Trust Indenture (the "Indenture"), dated as of _____, 2025, between the Alaska Railroad Corporation (the "Corporation") and U.S. Bank Trust Company, National Association (the "Trustee"). The 2025 Bonds are deliverable in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases of 2025 Bonds will be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of 2025 Bonds will not receive 2025 Bonds representing their beneficial ownership interest in the 2025 Bonds but will receive a credit balance on the books of their respective DTC Participants or DTC Indirect Participants. The 2025 Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. See "DESCRIPTION OF THE 2025 BONDS - Book-Entry Only System" and APPENDIX F − "DTC AND ITS BOOK−ENTRY SYSTEM" herein.

Interest on the 2025 Bonds is payable on April 1 and October 1 of each year, commencing _____ 1, 20__. Interest on the 2025 Bonds is payable by the Trustee to Cede & Co. Such interest and principal payments are to be disbursed to the beneficial owners of the 2025 Bonds through their respective DTC Participants or DTC Indirect Participants.

The 2025 Bonds are subject to redemption prior to their maturity as set forth herein.

The 2025 Bonds are being issued to (i) finance a portion of the purchase price of a new passenger terminal and dock facility at the Alaska Railroad Seward Terminal Reserve in Seward, Alaska (the "Port" or "Seward Port") as more specifically described herein, (ii) fund a debt service reserve fund, (iii) fund capitalized interest, and (iv) fund costs of issuance of the 2025 Bonds. See "PLAN OF FINANCE − *The Project*."

The 2025 Bonds are limited obligations of the Corporation payable solely from and secured solely by a pledge of the Gross Revenues (as such term is defined herein) and certain other security as described herein (the "Trust Estate"), on a parity with Bonds hereafter issued or incurred pursuant to the Indenture. See "SECURITY FOR THE BONDS." The 2025 Bonds are not a general obligation of the Corporation, and the revenues, funds and assets of the Corporation (other than the Trust Estate) are not pledged or required to be used for the payment of the 2025 Bonds or the interest thereon. The Indenture creates no liens upon any property of the Corporation other than the Trust Estate. The 2025 Bonds do not constitute a debt, liability, or obligation of the State of Alaska (the "State") or any political subdivision of the State. Neither the faith and credit nor the taxing power of the State or of a political subdivision of the State is pledged to the payment of the 2025 Bonds. The Corporation has no taxing power.

This cover page contains information for quick reference only. It is NOT a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The maturities, amounts, interest rates and yields of the 2025 Bonds are set forth on the inside cover page.

The 2025 Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of validity thereof by Eckert Seamans Cherin & Mellott, LLC, Philadelphia, Pennsylvania, Bond Counsel to the Corporation and by Dorsey & Whitney LLP, Anchorage, Alaska Special Counsel to the Corporation. Certain legal matters will be passed upon for the Underwriters by Hawkins Delafield & Wood LLP, Sacramento, California, and, for the Corporation by Dorsey & Whitney LLP, Anchorage, Alaska, Special Counsel to the Corporation, and its Chief Counsel. The 2025 Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about ____, 2025

BofA Securities **Wells Fargo Securities**

The date of this Official Statement is _____, 2025.

* Preliminary, subject to change.

**$_____*
ALASKA RAILROAD CORPORATION
Cruise Port Revenue Bonds, Series 2025
(Subject to AMT)**

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS AND CUSIP NUMBERS

Maturing (October 1)	Principal Amount*	Interest Rate	Yield	CUSIP†

[$_____* ___% Term Bond Due October 1, 20__; Yield: ___%; Price: ___%; CUSIP†:]

* Preliminary, subject to change.

† Registered trademark of American Bankers Association. CUSIP numbers are provided by Standard & Poor's, CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time issuance of the 2025 Bonds and neither the Corporation nor the Underwriters makes any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2025 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2025 Bonds.

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Avenue
Anchorage, AK 99501

BOARD OF DIRECTORS

Ryan Anderson
John Binkley
Gale Dinsmore, Jr.
Judy Petry
John Reeves
Julie Sande
John Shively

OFFICERS
William G. O'Leary, President and Chief Executive Officer
Michelle Maddox, Chief Financial Officer
Clark Hopp, Chief Operating Officer
Andy Behrend, Chief Counsel
Christy Terry, Vice President Real Estate
David Greenhalgh, Vice President Marketing & Customer Service
Jennifer Mergens, Chief Human Resources Officer

BOND COUNSEL
Eckert Seamans Cherin & Mellott, LLC
Philadelphia, Pennsylvania

SPECIAL COUNSEL TO THE CORPORATION
Dorsey & Whitney LLP
Anchorage, Alaska

TRUSTEE
U.S. Bank Trust Company, National Association

MUNICIPAL ADVISOR
PFM Financial Advisors LLC
Orlando, Florida

No dealer, broker, salesperson or other person has been authorized by the Corporation or the Underwriters to give information or to make any representations with respect to the 2025 Bonds, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder implies that there has been no change in the matters described herein since the date hereof. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Corporation since the date hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale on the 2025 Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

The order and placement of materials in this Official Statement, including the Appendices, are not to be deemed to be a determination of relevance, materiality or importance, and this Official Statement, including the Appendices, must be considered in its entirety.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

THE 2025 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE 2025 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE JURISDICTIONS IN WHICH THEY HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER JURISDICTIONS SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE 2025 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CORPORATION AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE 2025 BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

FORWARD-LOOKING STATEMENTS

If and when included in this Official Statement, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "assumes" and analogous expressions are intended to identify forward-looking statements and any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those that have been projected. Such risks and uncertainties include, among others, changes in law and regulations, general economic and business conditions relating to the Corporation, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, litigation and various other events, conditions and circumstances, many of which are beyond the control of the Corporation. These forward-looking statements speak only as of the date of this Official Statement. The Corporation disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the Corporation's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

TABLE OF CONTENTS

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OFFICIAL STATEMENT

Relating to

**$_____*
ALASKA RAILROAD CORPORATION
Cruise Port Revenue Bonds, Series 2025
(Subject to AMT)**

INTRODUCTION

General

The purpose of this Official Statement, which includes the cover page and the Appendices hereto (the "Official Statement"), is to set forth certain information concerning the issuance by the Alaska Railroad Corporation (the "Corporation") of $_____* aggregate principal amount of Cruise Port Revenue Bonds, Series 2025 (the "2025 Bonds"). The 2025 Bonds and any Series of Additional Bonds that may be issued in the future under the Indenture (as such terms are defined herein), are collectively referred to in this Official Statement as the "Bonds."

The 2025 Bonds are to be issued pursuant to the laws of the State of Alaska (the "State"), including Chapter 40 of Title 42 of the Alaska Statutes, "The Alaska Railroad Corporation Act" (herein referred to as the "Act") and the Legislative Authorization. The Act requires that the Corporation receive specific authorization by law before it may issue any bonds. Section 4, Chapter 30, SLA 2022 as amended by Chapter 1, SLA 2025 (the "Legislative Authorization"), authorizes the Corporation to issue up to $135 million of revenue bonds and revenue bonds refunding such revenue bonds, under the powers granted to it in the Act, to finance the Project (as hereinafter defined). The 2025 Bonds are authorized by a resolution adopted by the Board of Directors of the Corporation (the "Board") on _____, 2025, and are issued under and secured pursuant to a Trust Indenture (the "Indenture"), dated as of _____, 2025, between the Corporation and U.S. Bank Trust Company, National Association (the "Trustee").

The 2025 Bonds are being issued to (i) finance a portion of the purchase price of a new passenger terminal and dock facility to be constructed at the ARRC Seward Terminal Reserve (the "Port" or "Seward Port") as more specifically described herein, (ii) fund a debt service reserve fund, (iii) fund capitalized interest, and (iv) fund costs of issuance of the 2025 Bonds. See "PLAN OF FINANCE − *The Project*" and "ESTIMATED SOURCES AND USES OF FUNDS."

The Corporation

The Corporation is a public corporation created by the Act and is an instrumentality of the State within the State's Department of Commerce, Community, and Economic Development. The Corporation has a legal existence independent of and separate from the State. The Corporation is a full-service railroad serving ports and communities from the Gulf of Alaska to Fairbanks, Alaska. See "THE CORPORATION."

The 2025 Bonds

The 2025 Bonds are issued pursuant to the Act and the Legislative Authorization and the Indenture. The 2025 Bonds will be dated the date of delivery and mature at the times and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the 2025 Bonds shall be payable on April 1 and October 1 of each year, commencing ____ 1, 2025.

* Preliminary, subject to change.

The 2025 Bonds are issuable as fully registered bonds and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2025 Bonds. Purchases of beneficial ownership interests in the 2025 Bonds will be made only in book-entry form in denominations of $5,000 or any integral multiple thereof. See APPENDIX F − "DTC AND ITS BOOK-ENTRY SYSTEM."

Security for the 2025 Bonds

The 2025 Bonds are limited obligations of the Corporation payable solely from and secured solely by a pledge of the Gross Revenues and certain funds and accounts held under the Indenture, on a parity with Bonds hereafter issued or incurred pursuant to the Indenture. The Bonds are additionally secured by an assignment and pledge of and a continuing lien on and security interest in the Pier Usage Agreement. See "SECURITY FOR THE BONDS."

The 2025 Bonds are not a general obligation of the Corporation, and the revenues, funds and assets of the Corporation (other than the Trust Estate) are not pledged or required to be used for the payment of the 2025 Bonds or the interest thereon. The Indenture creates no liens upon any property of the Corporation other than the Trust Estate. The 2025 Bonds do not constitute a debt, liability, or obligation of the State of Alaska (the "State") or any political subdivision of the State. Neither the faith and credit nor the taxing power of the State or of a political subdivision of the State is pledged to the payment of the 2025 Bonds. The Corporation has no taxing power.

Parity Obligations

One or more Series of Bonds ("Additional Bonds") may be issued on a parity with the 2025 Bonds for the purpose of paying the costs of the Capital Additions (as defined in the Indenture) or refunding any Bonds or other debt obligations issued to finance Capital Additions, to pay costs and expenses incident to the issuance of such Additional Bonds and to make deposits to any Fund, Account or Sub-Account under the Indenture. Additional Bonds in excess of the Legislative Authorization (other than refunding Bonds) would require further legislative authorization.

Under the Indenture, the Corporation may also obtain one or more Credit Facilities (as defined in the Indenture) to secure the payment of the principal of, premium, if any, and interest on or the Purchase Price of one or more series of Bonds and, at the election of the Corporation, the obligation of the Corporation to reimburse or otherwise make payments to a Credit Facility Issuer (as defined in the Indenture), shall constitute a Parity Obligation under the Indenture payable and secured, on a parity with Bonds and all other Parity Obligations, by the pledge of and lien on the Gross Revenues created by the Indenture. See "PLAN OF FINANCE" and Appendix D − "FORM OF INDENTURE".

Consultant's Report

A report has been prepared by an independent port consultant evaluating future passenger traffic at the Project. See "CRUISE FACILITY MARKET ANALYSIS" and APPENDIX A – "CRUISE FACILITY MARKET ANALYSIS."

Pier Usage Agreement

The Corporation has entered into a Pier Usage Agreement (the "Pier Usage Agreement"), dated August 15, 2024 (the "PUA") with Royal Caribbean Cruises LTD. DBA Royal Caribbean Group ("RCG"). The Pier Usage Agreement grants certain preferential berthing rights for cruise ships operated by RCG, its subsidiaries, divisions and affiliates to use the Western Berth of the Project as well as other rights in exchange for a RCG SFFC (as hereinafter defined) and an Improvement Fee minimum annual revenue guarantee. See "PIER USAGE AGREEMENT" and "ROYAL CARIBBEAN CRUISES LTD" herein.

Risk Factors

Purchase of the 2025 Bonds involves certain risks. See generally "RISK FACTORS." In particular, while there will be other users of the Project pursuant to tariff or under annual berthing agreements, payments of debt service on the 2025 Bonds will initially be dependent primarily on payments of annual revenue guarantees by a single cruise line (RCG) under the Pier Usage Agreement. Such annual revenue guarantees may be suspended or terminated upon the occurrence of certain events in accordance with the provisions and procedures set forth in the Pier Usage Agreement. See generally "RISK FACTORS − Dependence on RCG."

Certain References

The descriptions and summaries of various documents herein, including the Indenture, the 2025 Bonds, the Cruise Facility Market Analysis (as hereinafter defined), the Pier Usage Agreement, the PSA (as hereinafter defined) and Interim Financing Documents, do not purport to be comprehensive or definitive, and reference is made to each document for complete details of all terms and conditions. Copies of the full text of such documents are on file with the Trustee. All statements herein are qualified in their entirety by reference to each document. Certain capitalized terms used herein and not defined herein shall have the meaning given such terms in APPENDIX D hereto entitled "FORM OF INDENTURE."

PLAN OF FINANCE

Existing Cruise Ship Facilities. The Corporation currently owns and operates a cruise ship terminal and passenger dock at the Seward Port (the "Existing Seward Cruise Facilities"). See "EXISTING SEWARD CRUISE FACILITIES."

The Project. The 2025 Bonds will be used to finance a portion of the Purchase Price of a project to be constructed that will replace the Existing Seward Cruise Facilities consisting of: (i) a new, approximately 68,500 square foot cruise terminal (the "New Terminal"); (ii) a guest transportation area for buses and shuttles; (iii) a new floating dock which is anticipated to be 748 feet long by 100 feet wide (the "New Pier") which shall include two (2) cruise ship berths capable of safely berthing Quantum Class cruise ships, one located on the western side of the New Pier (the "Western Berth") and one located on its eastern side (the "Eastern Berth"); (iv) fixed, covered walkways for cruise passengers to access the New Pier; and (v) dredging of the two berths to accommodate up to Quantum Class cruise ships with ample under keel clearance at extreme low tide (collectively, the "Project").

Construction of the Project. The Project will be constructed by Turnagain Marine Construction Corporation ("Turnagain Marine") pursuant to a construction contract (the "Construction Contract") between Turnagain Marine and Seward Company, LLC (the "Seward Company"), a special purpose entity formed to design, build and provide interim financing for the Project. Seward Company leased certain land located at the Existing Seward Cruise Facilities and acquired the right to finance and construct the Project with Turnagain Marine pursuant to a ground lease (the "Lease") with the Corporation. See "PROJECT PARTICIPANTS – Turnagain Marine; Seward Company." See "INTERIM FINANCING DOCUMENTS − Construction Contract."

Construction of the Project has commenced. Seward Company has reported that the Project is currently one month ahead of schedule.

Purchase of the Project by the Corporation. The Corporation has entered into a Purchase and Sale, Leasing and Lease Termination Agreement, dated August 15, 2024 (the "Purchase Agreement") with the Seward Company, as amended by the First Amendment to Purchase and Sale, Leasing and Lease Termination Agreement, dated ____, 2025, between the Corporation and Seward Company (the "PSA Amendment" and, together with the Purchase Agreement, the "PSA"). The PSA provides the Corporation the right to purchase the Project from the Seward Company upon Substantial Completion of the Project at a fixed purchase price of

$137,000,000 (the "Purchase Price"). Substantial Completion of the Project is currently expected to occur on or prior to May 15, 2026. In the event the Corporation does not purchase the Project upon Substantial Completion, the Seward Company or another entity who purchases the Project will own and operate the Project and the Pier Usage Agreement will be assigned to the Seward Company or its assignee. See "PURCHASE AGREEMENT AND GROUND LEASE" herein. The 2025 Bonds are subject to mandatory redemption if the Corporation does not purchase the Project 90 days after Substantial Completion of the Project. See "DESCRIPTION OF THE 2025 BONDS − Redemption – *Extraordinary Mandatory Redemption*."

For the definition of "Substantial Completion," see "PURCHASE AGREEMENT AND GROUND LEASE − Substantial Completion."

The 2025 Bonds. The 2025 Bonds will finance a portion of the Purchase Price of the Project. The 2025 Bonds are offered by this Official Statement.

Funding of the Purchase Price. The Corporation will fund the Purchase Price with a combination of 2025 Bond proceeds and Corporation funds. See "ESTIMATED SOURCES AND USES OF FUNDS."

Corporation Purchase Price Deposits. The Corporation has made a purchase price deposit in the amount of $20,000,000 (the "Purchase Price Deposit") with the Seward Company pursuant to the PSA which will be applied to the Purchase Price in the event the Corporation purchases the Project. In addition, upon closing the Corporation will deposit from the proceeds of the 2025 Bonds and certain available Gross Revenues in the amount of $_____ to the 2025 Purchase Account, the 2025 Capitalized Interest Account, the Common Reserve Account of the Debt Service Reserve Fund and the Purchase Price Contribution Account, and shall be required to maintain such amount under the Indenture, an amount equal to the greater of (a) the amount necessary to pay principal, premium and accrued interest on the 2025 Bonds in the event the 2025 Bonds are redeemed as described under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*," and (b) $117,000,000, until such amount shall be applied in accordance with Indenture to either pay the Purchase Price upon purchase of the Project by the Corporation under the PSA or redeem the 2025 Bonds. In order to maintain such amount at all times prior to the purchase of the Project by the Corporation or the redemption of the 2025 Bonds, the Corporation will be required to transfer certain Gross Revenues in the amount of $[8.9] from the Excess Improvement Fee Fund and the Surplus Fund to 2025 Purchase Account as amounts in the 2025 Capitalized Interest Account funded from the proceeds of the 2025 Bonds are drawn upon to pay interest on the 2025 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS;" Section 6.01 of the Indenture in APPENDIX D − "FORM OF INDENTURE;" "DESCRIPTION OF THE 2025 BONDS − Redemption −*Sufficiency of Amounts Held for Extraordinary Mandatory Redemption."*

Interim Construction Financing. The Seward Company has entered into a Credit Agreement, and related security documents (the "Seward Co. Loan"), with Goldman Sachs Bank USA (the "Seward Co. Lender") to provide interim construction financing for the Project. In order to induce the Seward Co. Lender to enter into the Seward Co. Loan, the Corporation has entered into the PSA Amendment, a Direct Agreement ("Direct Agreement"), dated ____, 2025, among the Corporation, Seward Company and the Seward Co. Lender, a Drawdown Agreement (the "Drawdown Agreement"), dated ____, 2025, between the Corporation and the Seward Co. Lender (the PSA Amendment, the Direct Agreement and the Drawdown Agreement are herein sometimes referred to collectively as the "Interim Loan Documents"). The Interim Loan Documents create certain contractual obligations of the Corporation regarding the construction of the Project by Seward Company, including cure periods and step-in rights. Certain rights and obligations of Seward Company under the PSA, Lease and Direct Agreement may be exercised by the Seward Co Lender, a Step-in Party, a Substituted Entity, or other party or assignee under and as such terms are defined in the Interim Loan Documents (each, including the Seward Company, a "Seward Loan Party"). See "INTERIM LOAN DOCUMENTS." The Corporation is not a party to the Seward Co. Loan and is not obligated to make any payments on the Seward Co. Loan and has not granted a lien or security interest in the Gross Revenues with respect thereto.

Potential for Mandatory Redemption. The failure of the Seward Company to achieve Substantial Completion of the Project on or prior to May 15, 2026, would be a Seward Company default under the PSA. The Corporation, however, has agreed in certain Interim Loan Documents to cure periods not exceeding two years in the event of the failure of the Seward Company to achieve Substantial Completion of the Project by May 15, 2026. The failure to achieve Substantial Completion by the end of a one-year cure period (ending May 15, 2027) or, if elected by Seward Company or the Seward Co Lender, the second year of the two-year cure period (ending May 15, 2028) would be a Seward Company default under the PSA. In each such case the Corporation would have the option under the PSA to either terminate the PSA or continue to work with the Seward Company to achieve Substantial Completion of the Project and exercise its option to purchase the Project thereafter.

In addition to mandatory redemption if the Corporation does not purchase the Project referred to under " − *Purchase of the Project by the Corporation*" above, the 2025 Bonds will also be subject to mandatory redemption upon the termination of certain agreements or if the Corporation determines in its sole discretion not to fund the payment of additional interest on the 2025 Bonds prior to the purchase of, or election not to purchase the Project pursuant to the PSA. The Corporation will capitalize interest on the 2025 Bonds to May 15, 2027. If the Seward Company or Seward Co. Lender elect the second year of the cure period pursuant to the Interim Loan Documents, interest on the 2025 Bonds would be capitalized by a draw on the Seward Co. Loan to May 15, 2028. Even if the Corporation elects not to terminate the PSA as provided in the preceding paragraph, the 2025 Bonds would nevertheless be subject to mandatory redemption on May 15, 2027 (the end of a one-year cure period) or May 15, 2028 (the end of a two-year cure period) unless the Corporation determines to fund the payment of additional interest on the 2025 Bonds prior to the purchase of or election not to purchase the Project by the Corporation pursuant to the PSA. The Corporation may but is not obligated to fund or arrange for additional interest so as to delay or prevent the mandatory redemption of the 2025 Bonds. See "DESCRIPTION OF THE 2025 BONDS − Redemption – *Extraordinary Mandatory Redemption*" and "RISK FACTORS − Factors Affecting Early Mandatory Redemption of the 2025 Bonds." See also "INTERIM FINANCING DOCUMENTS − Substantial Completion Cure Period − *Substantial Completion Cure Period Hard Stop Date*."

The Project, the Existing Seward Cruise Facilities and all future improvements thereto, including the Project when completed, are herein referred to collectively as the "Facility."

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the 2025 Bonds and other available moneys are expected to be applied as shown below.

SOURCES:

	Amount
Proceeds of the 2025 Bonds	
Original Issue Premium	
Corporation Contribution	
TOTAL	

USES:

Deposit to 2025 Purchase Account	
Deposit to Capitalized Interest Account	
Deposit to Purchase Price Contribution Account	
Deposit to Debt Service Reserve Fund	
Costs of Issuance[1]	
TOTAL	

[1] Includes Underwriters' discount, fees and expenses of Bond Counsel, Underwriters' Counsel and Counsel to the Corporation, Trustee's fees and expenses, accounting fees, agency fees, bond insurance and reserve fund surety, and other costs and expenses related to the issuance of the 2025 Bonds.

DEBT SERVICE REQUIREMENTS

The following table sets forth the annual debt service on the 2025 Bonds:

Year Ending December 31,	Principal	Interest	Bond Debt Service	Capitalized Interest	Net Debt Service
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					
Total					

DESCRIPTION OF THE 2025 BONDS

General

The 2025 Bonds will be dated the date of their delivery and shall mature at the times and in the principal amounts set forth on the inside cover of this Official Statement. Interest on the 2025 Bonds shall be payable on April 1 and October 1 of each year, commencing _____ 1, 20__. Interest on the 2025 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The 2025 Bonds will be delivered in fully registered form only and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC

will act as securities depository for the 2025 Bonds. Ownership interests in the 2025 Bonds may be purchased by or through a DTC Participant (as described below) in book-entry form only in denominations of $5,000 or any integral multiple thereof. See APPENDIX F − "DTC AND ITS BOOK-ENTRY SYSTEM."

Redemption

Optional Redemption. The 2025 Bonds maturing on or after October 1, ____ shall be subject to optional redemption at the written direction of the Corporation on or after October 1, ____, in whole at any time, or in part at any time and from time to time, in such maturities as shall be specified by the Corporation in any principal amount within a maturity as specified by the Corporation (in whole multiples of $5,000), and within a maturity as selected by lot by the Trustee. If there are 2025 Bonds of the same maturity bearing different interest rates, the Corporation shall specify in its direction the 2025 Bonds to be redeemed by maturity and interest rate. Any such redemption shall be made at the Redemption Price of 100% of the principal amount of the 2025 Bonds to be redeemed plus accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The 2025 Bonds maturing on October 1, ____ are subject to mandatory sinking fund redemption prior to maturity by the Corporation in part on October 1 of the respective years and in the principal amounts set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date:

2025 Bonds Maturing October 1, [20__]

Year	Amount
	$[_____]
	[_____]
	[_____]
	[_____]
**	[_____]

**Stated maturity.

Extraordinary Mandatory Redemption. The 2025 Bonds shall be subject to mandatory redemption in whole upon fifteen (15) days' notice upon the earlier of the (a) failure of the Corporation to exercise, or a determination of the Corporation not to exercise, its option to purchase the Project pursuant to the PSA and pay the Purchase Price thereof on or prior to the ninetieth (90th) day (or next succeeding Business Day if such day is not a Business Day) after the Substantial Completion Date as defined in the PSA, (b) failure to pay principal or interest on the 2025 Bonds, as and when due, prior to purchase of, or election not to purchase the Project by the Corporation pursuant to the PSA, (c) the determination by the Corporation in its sole discretion not to fund the payment of additional interest on the 2025 Bonds prior to the purchase of, or election not to purchase the Project by the Corporation pursuant to the PSA, (d) termination of the Pier Usage Agreement by RCG prior to purchase of the Project by the Corporation pursuant to the PSA, or the amendment or waiver of a material provision thereof, or (e) termination of either party's rights under the PSA pursuant to Section 9.1(a) thereof or the amendment or waiver of any material provision of the PSA. Such redemption shall be at a Redemption Price equal to 100% of the Amortized Value of the 2025 Bonds to be redeemed plus accrued interest to the date fixed for redemption. The Corporation shall immediately notify the Trustee in writing of the occurrence of any of the foregoing events. See "PLAN OF FINANCE − *Potential for Mandatory Redemption*" and "RISK FACTORS − *Failure of Seward Loan Party to Achieve Substantial Completion of the Project by Expiration of an Applicable Cure Period"* for a discussion of capitalized interest on the 2025 Bonds during cure periods and considerations that may affect affecting a determination by the Corporation pursuant to clause (c) above to fund or not fund the payment of additional interest on the 2025 Bonds after expiration of the cure periods.

"Amortized Value" means the principal amount of the 2025 Bonds to be redeemed multiplied by the price of such 2025 Bonds expressed as a percentage, calculated based on the industry standard method of

calculating bond prices, with a delivery date equal to the date of redemption, a maturity date equal to the (i) in the case of any 2025 Bonds with original issue discount, the stated maturity date of such 2025 Bonds, or (ii) in the case of any 2025 Bonds with original issue premium, the earlier of the stated maturity date and the mandatory redemption date of such 2025 Bonds, and a yield equal to such Bonds' original yield as set forth in the offering document for such 2025 Bonds.

Sufficiency of Amounts Held for Extraordinary Mandatory Redemption. The Indenture requires that at all times fund balances be maintained in an amount equal to the Extraordinary Mandatory Redemption price plus accrued interest to the date fixed for redemption. See "PLAN OF FINANCE – *Corporation Purchase Price Deposits"* and Section 6.01 of the Indenture in APPENDIX D − "FORM OF INDENTURE." At the closing of the 2025 Bonds, these fund balances will be comprised of funds in the 2025 Purchase Account, the 2025 Capitalized Interest Account, the Debt Service Reserve Fund and the and Purchase Price Contribution Account. It is expected that as amounts in the 2025 Capitalized Interest Account funded from the proceeds of the 2025 Bonds are drawn upon to pay interest on the 2025 Bonds, such funds will be replaced by certain Gross Revenues collected during the 2025 cruise season and deposited into the Excess Improvement Fee Fund and the Surplus Fund in order to maintain sufficient funds at all times to fully fund any Extraordinary Mandatory Redemption event. The Corporation anticipates transferring from the Excess Improvement Fee Fund and the Surplus Fund to the 2025 Purchase Account an additional $[8.9] million of Revenues after the closing of the 2025 Bonds to replace capitalized interest draws and ensure sufficient funding of any Extraordinary Mandatory Redemption event.

Notice of Redemption

When the Corporation shall determine [or is required] to redeem Bonds, upon prior written notice to the Trustee of the redemption date and the principal amount of Bonds to be redeemed, or whenever the Trustee shall be required to redeem Bonds from moneys in a particular Fund, without action on the part of the Corporation, the Trustee, at the Corporation's expense, shall cause a notice of redemption to be mailed to the Owners. Such notice shall specify (i) the complete official name of the Bonds, with Series designation; (ii) if less than all then Outstanding Bonds are to be redeemed, the numbers, including CUSIP numbers, if applicable, of the Bonds to be redeemed which may, if appropriate, be expressed in designated blocks of numbers; (iii) the date of issue of each Bond being redeemed as originally issued; (iv) the rate of interest borne by each Bond being redeemed; (v) the maturity date of each Bond being redeemed; and (vi) any other descriptive information considered appropriate by the Corporation or the Trustee to accurately identify the Bonds to be redeemed. Such notice shall also state the redemption price and the date fixed for redemption, that on such date the Bonds called for redemption will be due and become payable at the designated office of the Corporation's paying agent, and that from and after such date interest thereon shall cease to accrue. If a notice is given with respect to an optional redemption prior to moneys for such redemption being deposited with the Trustee, such notice shall be conditioned upon the deposit of the redemption moneys with the Trustee before the date fixed for redemption and such notice shall be of no effect (and shall so state) unless such moneys are so deposited.

Book-Entry Only System

As noted above, DTC will act as securities depository for the 2025 Bonds. See APPENDIX F − "DTC AND ITS BOOK-ENTRY SYSTEM."

Payments of interest on and principal of the 2025 Bonds will be made to DTC or its nominee, Cede & Co., as registered owner of the 2025 Bonds. Each such payment to DTC or its nominee will be valid and effective to fully discharge all liability of the Corporation or the Trustee with respect to interest on and principal of the 2025 Bonds to the extent of the sum or sums so paid.

Neither the Corporation, the Trustee nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the 2025 Bonds, (ii) the delivery to any DTC Participant or any other person, other than a

registered owner of the 2025 Bonds, as shown on the registration books, of any notice with respect to the 2025 Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of the 2025 Bonds, as shown in the registration books, of any amount with respect to principal of or premium, if any, or interest on the 2025 Bonds.

Transfers and Exchanges of 2025 Bonds Upon Discontinuance of Book-Entry-Only System

The Owners of the 2025 Bonds have no right to the appointment or retention of a depository for the 2025 Bonds. DTC may resign as securities depository under the conditions provided in the Letter of Representations from the Corporation to DTC or the Corporation may discontinue the services of DTC. In the event of any such resignation or removal, the Corporation shall (i) appoint a qualified successor securities depository, or (ii) provide for the issuance of 2025 Bond certificates to beneficial owners of the 2025 Bonds. In such event, the 2025 Bonds will no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the beneficial owners receiving 2025 Bonds shall designate, in accordance with the provisions of the Indenture. See APPENDIX D − "FORM OF INDENTURE."

CRUISE FACILITY MARKET ANALYSIS

The report of Bermello Ajamil & Partners, Inc. (the "Port Consultant") dated March [18], 2025 (the "Cruise Facility Market Analysis") is attached to this Official Statement as APPENDIX A. The Cruise Facility Market Analysis evaluates passenger traffic at the Project during the forecast period (Fiscal Year 2025 through Fiscal Year 2056). Certain information in this Official Statement has been excerpted from the Cruise Facility Market Analysis.

The Cruise Facility Market Analysis contains numerous assumptions as to the utilization of the Project and other matters and includes forecasts and projections. Any forecast is subject to uncertainties. Therefore, there may be differences between forecast and actual results, and those differences may be material. Furthermore, the findings and projections in the Cruise Facility Market Analysis are subject to a number of other assumptions that should be reviewed and considered by prospective investors. The projections and forecasts contained in Cruise Facility Market Analysis are not necessarily indicative of future performance, and neither the Port Consultant nor the Corporation assumes any responsibility for the accuracy of such projections and forecasts. No assurance can be given that the findings and projections discussed in the Cruise Facility Market Analysis will be achieved. The projections are based, in part, on historical data from sources considered by the Port Consultant to be reliable, but the accuracy of these data has not been independently verified. The projections are based on assumptions made by the Port Consultant concerning future events and circumstances which the Port Consultant believes are significant to the projections, but which cannot be assured. The Cruise Facility Market Analysis has not been and will not be updated to reflect any changes that may have occurred after the date of such report. Actual results may be materially different from those described in such report. The Cruise Facility Market Analysis should be read in its entirety for an understanding of the assumptions, limiting conditions and rationale underlying the passenger projections. See APPENDIX A – "CRUISE FACILITY MARKET ANALYSIS."

Background

The cruise industry, while modest in size compared to the global tourism sector, recorded 34 million passengers in 2024. This figure represents approximately 2% of the entire global travel industry. Despite its relatively small scale in the context of global tourism, the cruise industry has emerged as one of the most successful sectors in the hospitality market over the past two decades.

Up until 2020 when the COVID-19 pandemic had far-reaching impacts across industries worldwide, the cruise industry experienced a 5% compound annual growth rate ("CAGR") since the year 2000, seemingly unaffected by economic crises, political instability, diseases, and other adversities that generally impacted the

broader visitor and travel industry. Today, with COVID-19 well in the industry's wake, the industry's positive growth trajectory has returned. In addition to strong customer demand, new regions and destinations, new brands, expanded market segments, additional vessel capacity, and the industry's value proposition are all expected to help grow the industry in the years to come. Global passenger growth through 2056 is estimated to reach between 77 and 97 million passengers, up from 27.8 million in 2019. CAGRs from 2019 to 2056 range from 2.8% to 3.4%.

Overall, Alaska is the fifth largest cruise region in the world in terms of expected passenger market share in 2024, accounting for 5% of the world cruise market in 2024. The four larger cruise markets are: (i) Caribbean 40.4%, (ii) Mediterranean 15.9%, (iii) Northern/Western Europe 9.5%, and (iv) Asia/Pacific 8.9%. In 2022, the Alaska region benefitted from a healthy post COVID-19 recovery, reaching over 30% of pre-pandemic levels. This rebound was largely due to its "close-to-home" appeal for cruisers from the United States and Canada. In 2023, the region returned to its typical annual growth rate of 3%, with 2024 seeing a 1% increase over 2023. The deployment of newer ships with larger passenger capacities and an extension of the cruise season has spurred, and are expected to continue to spur, the State's regional growth. In recent years, the State has seen deployments from the largest vessels, such as the Norwegian Cruise Line's Norwegian Bliss (4,100 lower berths), Royal Caribbean International's Ovation of the Seas (4,200), and Norwegian Cruise Line's Norwegian Joy (3,800).

Moving forward, regional growth is expected to come from the replacement of smaller vessels with larger ships (versus the deployment of vessels on new itinerary patterns). As such, the key Alaska homeports (Seattle, Vancouver, Whittier, and Seward) have made (or are in the progress of making) more than $250 million in cruise facility infrastructure upgrades, with additional projects anticipated. Additionally, almost all key ports of call in the region have recently undergone, or are currently experiencing, significant renovation projects, with funding from cruise and port operators as well as private companies. New destinations are also in the works. These investments and new/upgraded facilities are expected to support increased passenger traffic to the region. This is because the State provides strong consumer demand/marquee value that provides for higher-than-average ticket pricing and excellent shoreside revenue opportunities from a variety of shore excursion options. Additionally, due to the level of investment the key cruise brands have in the State (coaches, trains, tour operations, destination infrastructure, hotels), the brands also work to offer itinerary patterns that take advantage of these investments and amenities.

It is estimated that the region will welcome between 3.8 and 5.1 million passengers per year by 2056, up from 1.2 million in 2019. CAGRs during this period range from 3.1% to 3.9%. These figures will create significant berth demand for regional ports; continued infrastructure development will be required to accommodate this demand.

Seward, a key northern terminus for open-jaw (i.e., port to port) sailings departing from Vancouver, is working to address these infrastructure needs. Developers are designing and building a new $137 million world-class cruise terminal and pier to accommodate the largest cruise ships sailing the region today, estimated to be finalized in 2026. The other northern terminus on open-jaw sailings, Whittier, underwent developments funded by Norwegian Cruise Line Holdings Ltd., and added two additional berths that were completed for the 2025 cruise ship season.

These capital investments are important to the Southcentral Alaska region and the open jaw sailings because the Seward and Whittier ports currently lack the infrastructure to accommodate larger ships. The investments are the first step in capturing the deployment of larger ships on open-jaw sailings. The second step is for Vancouver to implement a new cruise facility outside the Lion's Gate Bridge to overcome the current 62-meter air draft limitation. Currently, there are no efforts underway by the Port of Vancouver to build the envisioned cruise facility due to a number of issues, including dredging cost and environmental considerations. It is likely this issue will resurface again as the cruise line industry pushes forward with growth in the region and this infrastructure needed for expansion. It may be a private entity that takes up the development issue with a new approach.

These investments, coupled with the global, regional, and Seward-specific elements, were considered in projected passenger throughput to Seward. The investment in Whittier may be a short-term threat to Seward given that the challenge of replacing Norwegian Cruise Line in Seward (which moved all throughput to Whittier in 2025. However, there remains much value and demand for berthing space in the State. Additionally, Seward, when compared to Whittier, is more accessible (rail priority and the one-lane tunnel limits throughput in Whittier) and offers more extensive food/beverage and shore excursion offerings with its larger footprint. As such, larger ships will be better suited to turn in Seward as the inventory for services is much greater and of a higher quality.

In all projection scenarios for Seward, passenger volumes increase in 2026/2027 due to RCG upsizing vessels that allow for more passengers per call. The one variable at this time that will dictate whether Seward achieves the higher range of the forecast, or the lower range, will be somewhat dependent on whether Vancouver opens a new cruise facility outside of the Lions Gate Bridge. If this occurs, the new facility will truly drive additional opportunities for Seward. If there is no berth expansion at Vancouver outside the Lion's Gate Bridge, this would push growth to stagnate into the longer term.

The projection range for passenger growth for Seward from 2019 through 2056 is from 2.0% to 3.2% per annum allowing passenger throughput to reach between 475,000 and 738,000 passengers by 2056, up from 230,000 in 2019. Calls over the same period grow from 87,000 in 2019 to between 121,000 and 154,000 by 2056.

Based on the passenger volume ranges, a berth utilization model confirmed that the renovation of Seward's existing facilities and its berths will support growth and be sufficient to accommodate the anticipated demand in the short- and mid-term. However, while cruise infrastructure will be sufficient, it will be imperative that investments in upland and tourism infrastructure continue to be made to accommodate the increase in passenger volumes, such as flights, hotels, and transportation (rail/bus capacity).

Seward is well-positioned as a key homeport for Alaska cruises and is expected to grow in alignment with the broader market, leveraging its unique northern position, upland offerings, infrastructure investments / passenger guarantees, and other regional growth opportunities, such as new destinations, the capture of larger vessels, the capture of new brands, infrastructure investment, and its future net-zero innovations, all of which position the port and region for long-term growth.

Passenger Projections

The Cruise Facility Market Analysis sets forth passenger projections for the forecast period based on a Market Capture (base case) scenario and a Deployment scenario consisting of Deployment Upside (high case) and Deployment Downside (low case), as set forth below. See Section 4.5 in the Cruise Facility Market Analysis for a discussion of the methodology for the passenger projections set forth below.

[Table Follows]

Seward Projection Summary

Seward Deployment Forecasts		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
High	Total Movements	150,000	190,000	230,200	310,600	310,600	391,000	391,000	391,000	391,000	465,640	474,043	484,130	494,431	504,953	515,698	526,673	537,881
	RCG Movements	102,500	142,500	164,600	164,600	164,600	164,600	164,600	164,600	164,600	167,892	171,250	174,675	178,168	181,732	185,366	189,074	192,855
Market CaptureForecasts		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Mid	Total Movements	143,977	169,466	191,663	224,120	267,799	276,941	287,328	297,894	309,772	323,004	339,984	356,032	372,340	386,411	398,165	404,612	417,770
	RCG Movements	100,500	141,200	163,300	163,300	163,300	163,300	163,300	163,300	163,300	166,566	169,897	173,295	176,761	180,296	183,902	187,580	191,332
Seward Deployment Forecasts																		
Low	Total Movements	142,900	183,043	206,189	275,558	276,780	296,390	296,898	297,417	297,948	304,179	310,541	317,037	323,523	330,142	336,897	343,789	350,823
	RCG Movements	99,700	139,300	161,700	161,700	161,700	161,700	161,700	161,700	161,700	164,934	168,233	171,597	175,029	178,530	182,100	185,742	189,457

Seward Deployment Forecasts		2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
High	Total Movements	549,329	561,021	572,962	585,158	597,614	610,336	623,329	636,599	650,152	663,994	678,132	692,571	707,319	722,381	737,764
	RCG Movements	196,712	200,646	204,659	208,753	212,928	217,186	221,530	225,961	230,480	235,089	239,791	244,587	249,479	254,468	259,558
Market CaptureForecasts		2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
Mid	Total Movements	432,502	450,235	471,061	492,201	513,661	535,450	553,454	568,589	580,781	588,345	596,169	611,618	623,037	634,746	646,752
	RCG Movements	195,159	199,062	203,043	207,104	211,246	215,471	219,780	224,176	228,659	233,233	237,897	242,655	247,508	252,458	257,508
Seward Deployment Forecasts																
Low	Total Movements	358,001	365,326	372,800	380,428	388,212	396,155	404,261	412,533	420,974	429,588	438,379	447,349	456,503	465,845	475,377
	RCG Movements	193,246	197,111	201,054	205,075	209,176	213,360	217,627	221,979	226,419	230,947	235,566	240,278	245,083	249,985	254,985

Source: Bermello Ajamil & Partners, Inc.

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FORECASTED CASH FLOWS AND DEBT SERVICE COVERAGE

Cash Flow and Coverage Calculations

Forecast Gross Revenues are projected to exceed 125% of the Debt Service on the 2025 Bonds. The table set forth below presents the debt service coverage ratio for the forecast period:

Principal Assumptions

The FORECASTED CASH FLOWS AND DEBT SERVICE COVERAGE table has been prepared by PFM Financial Advisors LLC based on a projection of Gross Revenues during the forecast period using the passenger and ship call projections in the Cruise Facility Market Analysis and based on the assumptions set forth in the FORECASTED CASH FLOWS AND DEBT SERVICE COVERAGE table.

[Table Follows]

FORECASTED CASH FLOWS AND DEBT SERVICE COVERAGE

Fiscal Year ended 12/31	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
Gross Revenues[1]														
Improvement Fees	$6,700	$10,124	$11,452	$13,371	$15,954	$16,376	$16,990	$17,614	$18,317	$19,099	$20,103	$21,052	$22,016	$22,848
Service Fee & Facility Charge	2,024	1,939	2,247	2,694	3,299	3,453	3,673	3,903	4,160	4,446	4,797	5,149	5,519	5,871
Dockage Fees	672	922	1,061	1,094	1,128	1,177	1,226	1,277	1,330	1,398	1,483	1,555	1,631	1,708
Pledged Revenues	$9,396	$12,984	$14,760	$17,159	$20,382	$21,006	$21,888	$22,795	$23,807	$24,943	$26,383	$27,756	$29,166	$30,428
Debt Service Fund														
Deposit from annual cash flow[2]			$10,628	$10,604	$9,258	$9,259	$9,259	$9,258	$9,256	$9,256	$9,258	$9,259	$9,256	$9,259
Net Debt Service Payment[3]			(2,716)	(9,260)	(9,256)	(9,258)	(9,259)	(9,259)	(9,258)	(9,256)	(9,256)	(9,258)	(9,259)	(9,256)
Ending Balance Debt Service Fund			*$7,912*	*$9,256*	*$9,258*	*$9,259*	*$9,259*	*$9,258*	*$9,256*	*$9,256*	*$9,258*	*$9,259*	*$9,256*	*$9,259*
Debt Service Coverage[4]			**5.43x**	**1.85x**	**2.20x**	**2.27x**	**2.36x**	**2.46x**	**2.57x**	**2.69x**	**2.85x**	**3.00x**	**3.15x**	**3.29x**
Excess Improvement Fee Fund[5]														
Deposit from annual cash flow	$6,700	$10,124	$824	$2,767	$6,696	$7,117	$7,731	$8,356	$9,061	$9,843	$10,845	$11,793	$12,761	$13,589
Transfer to: 2025 Purchase Account	(6,700)													
Transfer to: RCG Impr. Fee Reconciliation Record Subaccount		($174)	($1,497)	($1,497)	($1,497)	($1,378)	($1,378)	($1,378)	($1,378)	($1,571)	($1,768)	($1,969)	($2,174)	($2,383)
Transfer from: RCG Impr. Fee Reconciliation Record Subaccount	-	-	-	-	-	-	174	1,497	1,497	1,497	1,378	1,378	1,378	1,378
Ending Balance Excess Improvement Fee Fund	-	*$9,950*	*$9,277*	*$10,548*	*$15,748*	*$21,487*	*$28,014*	*$36,489*	*$45,668*	*$55,437*	*$65,893*	*$77,095*	*$89,060*	*$101,644*
RCG Improvement Fee Reconciliation Record Subaccount														
Transfer from: Excess Improvement Fee Fund	-	$174	$1,497	$1,497	$1,497	$1,378	$1,378	$1,378	$1,378	$1,571	$1,768	$1,969	$2,174	$2,383
Transfer to: Excess Improvement Fee Fund	-	-	-	-	-	-	(174)	(1,497)	(1,497)	(1,497)	(1,378)	(1,378)	(1,378)	(1,378)
Ending Balance RCG Impr. Fee Reconciliation Record Subaccount	-	*$174*	*$1,670*	*$3,167*	*$4,664*	*$6,042*	*$7,245*	*$7,127*	*$7,008*	*$7,082*	*$7,472*	*$8,063*	*$8,859*	*$9,864*
Ending Balance Excess Impr. Fee Fund (Including Subaccount)	-	*$10,124*	*$10,948*	*$13,715*	*$20,412*	*$27,528*	*$35,259*	*$43,615*	*$52,676*	*$62,519*	*$73,365*	*$85,158*	*$97,919*	*$111,508*
RCG Service Fee and Facility Charge Reconciliation Record Fund														
Deposit from annual cash flow	-	$33	$293	$301	$308	$291	$298	$305	$313	$366	$422	$481	$545	$612
Transfer to: Surplus Fund	-	-	-	-	-	-	(33)	(293)	(301)	(308)	(291)	(298)	(305)	(313)
Ending Balance RCG SFFC Reconciliation Record Fund	-	*$33*	*$326*	*$627*	*$935*	*$1,226*	*$1,490*	*$1,502*	*$1,515*	*$1,572*	*$1,703*	*$1,887*	*$2,127*	*$2,426*
Surplus Fund[6]														
Deposit from annual cash flow	2,696	2,827	3,015	3,487	4,120	4,340	4,601	4,875	5,177	5,479	5,858	6,223	6,605	6,967
Transfer from: RCG SFFC Reconciliation Record Fund	-	-	-	-	-	-	33	293	301	308	291	298	305	313
Operations and Maintenance Expense	(1,005)	(1,036)	(1,067)	(1,099)	(1,132)	(1,166)	(1,201)	(1,237)	(1,274)	(1,312)	(1,351)	(1,392)	(1,434)	(1,477)
Capital Maintenance Fund Deposit	-	-	(63)	(63)	(63)	(63)	(751)	(751)	(751)	(751)	(751)	(1,058)	(1,058)	(1,058)
Excess after Expenses	$1,690	$1,791	$1,885	$2,326	$2,925	$3,111	$2,683	$3,181	$3,453	$3,724	$4,046	$4,071	$4,419	$4,745

1. Gross Revenues also include any Improvement Fee Restricted Amount Transfer or SFFC Restricted Amount Transfer. Such transfers would only occur in amounts limited to the then current year's annual revenue guarantee from RCG per the PUA. No such transfers are forecasted. Gross Revenues are projected based on passenger counts for the Market Capture (Base Case) scenario within the Cruise Facility Market Analysis.
2. Debt Service Fund Deposits are made in advance of debt service payments such that deposits for a fiscal year may not equal payments made in such year. A release of the 2025 Bond Debt Service Reserve Fund is assumed in the final year reducing required debt service fund deposits.
3. Net Debt Service Payment represents principal and interest paid within a Fiscal Year less capitalized interest and a release of the debt service reserve fund to pay the final debt service payments.
4. Debt Service Coverage based on Net Debt Service Payments.
5. Improvement Fee ARG Surplus amounts for each fiscal year will be deposited into the RCG Improvement Fee Reconciliation Record Subaccount within the Excess Improvement Fee Fund. For additional information on the RCG Improvement Fee Reconciliation Record Subaccount see section PIER USAGE AGREEMENT. Balances accumulated within the Excess Improvement Fee Fund shall primarily be used to redeem or defease Outstanding Indebtedness. While cash flows provided assume debt remains outstanding to the final maturity, the Corporation will utilize Excess Improvement Fee Funds to defease or redeem Outstanding Indebtedness such that the balance shall not exceed the remaining debt service requirements.
6. To the extent no Event of Default has occurred, amounts within the Surplus fund may be transferred and used for any lawful purpose of the Corporation. The table above reflects the expected uses of funds.

Fiscal Year ended 12/31	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Gross Revenues[1]																
Improvement Fees	$23,543	$23,925	$24,703	$25,574	$26,622	$27,854	$29,104	$30,373	$31,661	$32,726	$33,621	$34,342	$34,789	$35,251	$36,165	$36,840
Service Fee & Facility Charge	6,201	6,459	6,835	7,253	7,740	8,300	8,889	9,509	10,160	10,764	11,335	11,867	12,323	12,799	13,458	14,052
Dockage Fees	1,773	1,808	1,876	1,946	2,035	2,143	2,255	2,353	2,471	2,557	2,646	2,718	2,772	2,827	2,904	2,983
Pledged Revenues	$31,517	$32,192	$33,415	$34,774	$36,397	$38,297	$40,248	$42,234	$44,292	$46,047	$47,601	$48,927	$49,883	$50,877	$52,528	$53,875
Debt Service Fund																
Deposit from annual cash flow[2]	$9,257	$9,257	$9,259	$9,257	$9,259	$9,259	$9,257	$9,256	$9,259	$9,255	$9,259	$9,258	$9,255	$9,255	$0	$0
Net Debt Service Payment[3]	(9,259)	(9,257)	(9,257)	(9,259)	(9,257)	(9,259)	(9,259)	(9,257)	(9,256)	(9,259)	(9,255)	(9,259)	(9,258)	(9,255)	(9,255)	-
Ending Balance Debt Service Fund	*$9,257*	*$9,257*	*$9,259*	*$9,257*	*$9,259*	*$9,259*	*$9,257*	*$9,256*	*$9,259*	*$9,255*	*$9,259*	*$9,258*	*$9,255*	*$9,255*	*$0*	*$0*
Debt Service Coverage[4]	**3.40x**	**3.48x**	**3.61x**	**3.76x**	**3.93x**	**4.14x**	**4.35x**	**4.56x**	**4.79x**	**4.97x**	**5.14x**	**5.28x**	**5.39x**	**5.50x**	**5.68x**	
Excess Improvement Fee Fund[5]																
Deposit from annual cash flow	$14,287	$14,667	$15,443	$16,317	$17,364	$18,595	$19,847	$21,117	$22,403	$23,471	$24,362	$25,084	$25,534	$25,997	$36,165	$36,840
Transfer to: 2025 Purchase Account																
Transfer to: RCG Impr. Fee Reconciliation Record Subaccount	($2,596)	($2,813)	($3,035)	($3,262)	($3,492)	($3,728)	($3,968)	($4,213)	($4,463)	($4,717)	($4,977)	($5,242)	($5,513)	($5,789)	($6,070)	($6,357)
Transfer from: RCG Impr. Fee Reconciliation Record Subaccount	1,571	1,768	1,969	2,174	2,383	2,596	2,813	3,035	3,262	3,492	3,728	3,968	4,213	4,463	4,717	4,977
Ending Balance Excess Improvement Fee Fund	*$114,906*	*$128,528*	*$142,905*	*$158,134*	*$174,388*	*$191,851*	*$210,543*	*$230,483*	*$251,685*	*$273,930*	*$297,043*	*$320,852*	*$345,085*	*$369,756*	*$404,568*	*$440,029*
RCG Improvement Fee Reconciliation Record Subaccount																
Transfer from: Excess Improvement Fee Fund	$2,596	$2,813	$3,035	$3,262	$3,492	$3,728	$3,968	$4,213	$4,463	$4,717	$4,977	$5,242	$5,513	$5,789	$6,070	$6,357
Transfer to: Excess Improvement Fee Fund	(1,571)	(1,768)	(1,969)	(2,174)	(2,383)	(2,596)	(2,813)	(3,035)	(3,262)	(3,492)	(3,728)	(3,968)	(4,213)	(4,463)	(4,717)	(4,977)
Ending Balance RCG Impr. Fee Reconciliation Record Subaccount	*$10,889*	*$11,935*	*$13,001*	*$14,089*	*$15,198*	*$16,330*	*$17,485*	*$18,662*	*$19,863*	*$21,088*	*$22,338*	*$23,613*	*$24,913*	*$26,239*	*$27,591*	*$28,971*
Ending Balance Excess Impr. Fee Fund (Including Subaccount)	$125,795	$140,462	$155,906	$172,223	$189,587	$208,181	$228,028	$249,145	$271,548	$295,019	$319,381	$344,464	$369,998	$395,995	$432,160	$469,000
RCG Service Fee and Facility Charge Reconciliation Record Fund																
Deposit from annual cash flow	$684	$760	$840	$925	$1,015	$1,111	$1,212	$1,319	$1,432	$1,552	$1,678	$1,812	$1,953	$2,102	$2,259	$2,425
Transfer to: Surplus Fund	(366)	(422)	(481)	(545)	(612)	(684)	(760)	(840)	(925)	(1,015)	(1,111)	(1,212)	(1,319)	(1,432)	(1,552)	(1,678)
Ending Balance RCG SFFC Reconciliation Record Fund	*$2,744*	*$3,082*	*$3,440*	*$3,820*	*$4,223*	*$4,651*	*$5,103*	*$5,582*	*$6,089*	*$6,625*	*$7,193*	*$7,792*	*$8,426*	*$9,096*	*$9,803*	*$10,550*
Surplus Fund[6]																
Deposit from annual cash flow	7,290	7,508	7,872	8,275	8,759	9,332	9,932	10,542	11,199	11,770	12,302	12,773	13,142	13,524	14,104	14,610
Transfer from: RCG SFFC Reconciliation Record Fund	366	422	481	545	612	684	760	840	925	1,015	1,111	1,212	1,319	1,432	1,552	1,678
Operations and Maintenance Expense	(1,521)	(1,566)	(1,613)	(1,662)	(1,712)	(1,763)	(1,816)	(1,870)	(1,927)	(1,984)	(2,044)	(2,105)	(2,168)	(2,233)	(2,300)	(2,369)
Capital Maintenance Fund Deposit	(1,058)	(1,058)	(1,461)	(1,461)	(1,461)	(1,461)	(1,461)	(2,274)	(2,274)	(2,274)	(2,274)	(2,274)	(1,149)	(1,149)	(1,149)	(2,328)
Excess after Expenses	$5,077	$5,305	$5,279	$5,696	$6,198	$6,792	$7,414	$7,238	$7,924	$8,527	$9,096	$9,606	$11,143	$11,574	$12,206	$11,591

1. Gross Revenues also include any Improvement Fee Restricted Amount Transfer or SFFC Restricted Amount Transfer. Such transfers would only occur in amounts limited to the then current year's annual revenue guarantee from RCG per the PUA. No such transfers are forecasted. Gross Revenues are projected based on passenger counts for the Market Capture (Base Case) scenario within the Cruise Facility Market Analysis.
2. Debt Service Fund Deposits are made in advance of debt service payments such that deposits for a fiscal year may not equal payments made in such year. A release of the 2025 Bond Debt Service Reserve Fund is assumed in the final year reducing required debt service fund deposits.
3. Net Debt Service Payment represents principal and interest paid within a Fiscal Year less capitalized interest and a release of the debt service reserve fund to pay the final debt service payments.
4. Debt Service Coverage based on Net Debt Service Payments.
5. Improvement Fee ARG Surplus amounts for each fiscal year will be deposited into the RCG Improvement Fee Reconciliation Record Subaccount within the Excess Improvement Fee Fund. For additional information on the RCG Improvement Fee Reconciliation Record Subaccount see section PIER USAGE AGREEMENT. Balances accumulated within the Excess Improvement Fee Fund shall primarily be used to redeem or defease Outstanding Indebtedness. While cash flows provided assume debt remains outstanding to the final maturity, the Corporation will utilize Excess Improvement Fee Funds to defease or redeem Outstanding Indebtedness such that the balance shall not exceed the remaining debt service requirements.
6. To the extent no Event of Default has occurred, amounts within the Surplus fund may be transferred and used for any lawful purpose of the Corporation. The table above reflects the expected uses of funds.

SECURITY FOR THE BONDS

Limited Obligations

The Bonds issued under the Indenture, including the 2025 Bonds, are limited obligations of the Corporation issued pursuant to the Act and Legislative Authorization and are payable solely from and secured solely by a pledge of the Gross Revenues and certain funds and accounts held under the Indenture. The Bonds are additionally secured by an assignment and pledge of and a continuing lien on and security interest in the Pier Usage Agreement. See " − Trust Estate" below. The Bonds are not a general obligation of the Corporation, and the revenues, funds and assets of the Corporation (other than the Gross Revenues, pledged funds and accounts and the Pier Usage Agreement) are not pledged or required to be used for the payment of the Bonds or the interest thereon. The Indenture creates no liens upon any property of the Corporation other than the Trust Estate. The 2025 Bonds do not constitute a debt, liability, or obligation of the State or any political subdivision of the State. Neither the faith and credit nor the taxing power of the State or of a political subdivision of the State is pledged to the payment of the 2025 Bonds. The Corporation has no taxing power.

Gross Revenues

Gross Revenues are defined in the Indenture as Improvement Fees, Dockage Fees (as defined in the Indenture), SFFCs, Liquidated Damages (as defined in the Indenture) and any Investment Earnings thereon. "Gross Revenues" shall include any Improvement Fee Restricted Amount Transfer and SFFC Restricted Amount Transfer (each as defined in the Indenture).

"Improvement Fees" means the charges (i) per passenger assessed against all vessels which load or discharge passengers at the Project from time to time as established by the Corporation by tariffs implemented by the Corporation, (ii) imposed pursuant to a Berthing Agreement, and (iii) imposed pursuant to the Pier Usage Agreement (the "RCG Improvement Fee") for improvements made or to be made at the Dock/Terminal Facility Project or facilities related to the Project.

"SFFCs" means the charges (i) per passenger assessed against all vessels which load or discharge passengers at the Project from time to time as established by the Corporation by tariffs implemented by the Corporation, (ii) charges per passenger imposed pursuant to a Berthing Agreement, and (iii) the SFFC imposed pursuant to the Pier Usage Agreement (the "RCG SFFC"), for operation, maintenance, renewal and replacement costs of the Project and other lawful purposes of the Corporation.

Gross Revenues do not include all of the revenues derived by the Corporation from the operation of the Facility. Revenues derived by the Corporation from the operation of the Facility that are not included in Gross Revenues include Wharfage charges, the Security Fee included in the Tariff and charges derived by the Corporation from cargo activity conducted at the Facility during visitor off-season. New charges or fees included in the Tariff or imposed by the Corporation for the use of the Facility are not automatically included in Gross Revenues. Revenues derived by the Corporation from passengers transported to or from the Facility on the train are also not included in Gross Revenues.

The Pier Usage Agreement requires that Improvement Fees, including those paid by RCG under the Pier Usage Agreement and other cruise lines must be used to pay debt service on debt issued to finance the Project (currently, the 2025 Bonds) or the Purchase Price Deposit. Accordingly, all Gross Revenues other than the Improvement Fees will be applied to pay debt service on the 2025 Bonds only to the extent Improvement Fees are insufficient therefor. See " − Flow of Funds; Surplus Fund."

Trust Estate

The Indenture provides that in order to secure the payment of the principal of, premium if any, and interest on the Bonds according to their tenor and effect; the performance and observance by the Corporation of

all the covenants and agreements on the part of the Corporation expressed in the Indenture and in the Bonds, that the Corporation assigns and pledges unto the Trustee and its successors in trust and its and their assigns forever, and does further create and grant in favor of the Trustee and said successors and assigns, subject to the terms of the Indenture, a continuing lien on and security interest in, all right, title and interest of the Corporation in, to and under the following, in each case whether now existing or hereafter arising, now owned or hereafter acquired, or wherever located: (a) any and all Gross Revenues; (b) the Pier Usage Agreement; and (c) all funds held by the Trustee under the Indenture [depositories?], except for the moneys and Investment Securities held in the Rebate Fund (as hereinafter defined) in trust for the United States of America (the "Trust Estate").

Funds and Accounts

The following funds and accounts are established under the Indenture:

(a) the Project Fund and within such Fund, the 2025 Purchase Account, the Purchase Price Contribution Account, the 2025 Cost of Issuance Account and the 2025 Capitalized Interest Account;

(b) the Revenue Fund;

(c) the Debt Service Fund, in which there shall be established an Interest Account, a Principal Account and a Sinking Fund Account, and a separate subaccount in each such Account with respect to each Series of Bonds;

(d) the Debt Service Reserve Fund, in which there is established a Common Reserve Account or shall be established a separate Debt Service Reserve Account for each Series of Debt Service Reserve Secured Bonds;

(e) the Excess Improvement Fee Fund, in which there shall be established the RCG Improvement Fee Reconciliation Record Subaccount;

(f) the RCG Service Fee and Facility Charge Reconciliation Record Fund;

(g) the Rebate Fund; and

(h) the Surplus Fund.

See Section 7.02 of the Indenture in APPENDIX D − "FORM OF INDENTURE."

Flow of Funds

The Indenture requires that all Gross Revenues shall be deposited by the tenth Business Day of each month, as far as practicable, in the name of the Trustee, with a depositary or depositaries designated by the Corporation, each such depositary to receive such moneys as custodian thereof for the Trustee. All Gross Revenues paid over to the Trustee shall be deposited in the Revenue Fund. The Trustee shall also deposit in the Revenue Fund all other moneys required by this Indenture to be deposited therein or transferred thereto. All Gross Revenues and other moneys deposited in the Revenue Fund, shall be transferred and disbursed as hereinafter provided and in the following order of priority by the fifteenth Business Day of each month:

(a) FIRST, to the Debt Service Fund:

(i) To the subaccounts established for each Series of Bonds in the Interest Account,

a. First, from Improvement Fees, an amount necessary to accumulate the amount of interest due on the next two Interest Payment Dates.

b. Second, from Gross Revenues other than Improvement Fees, an amount necessary such that the current balance in the Debt Service Fund equals the amount of interest due on the next April and October, divided by the respective number of months until the next two Interest Payment Dates. On or after any date that the amount of Improvement Fees deposited into the Interest Account equals the amount of interest due on the next Interest Payment Date, all Gross Revenues other than Improvement Fees currently on deposit in the Interest Account shall be, at the direction of the Corporation transferred from the Interest Account and disbursed in the order of priority set forth under " − Flow of Funds".

(ii) To the subaccounts established for each Series of Bonds in the Principal Account and Sinking Fund Account,

a. From Improvement Fees, an amount necessary to accumulate the amount of principal, if any, due on the next principal Payment Date.

b. From Gross Revenues other than Improvement Fees, an amount necessary such that the current balance in the Debt Service Fund equals the amount due on the next principal Payment Date divided by the number of months until the next principal Payment Date. On or after any date that the amount of Improvement Fees deposited into the Principal Account or Sinking Fund Account, as applicable, equals the amount of principal due on the next Principal Payment Date, all Gross Revenues other than Improvement Fees currently on deposit in the Principal Account or Sinking Fund Account, as applicable, shall be, at the direction of the Corporation transferred from the Principal Account or Sinking Fund Account, as applicable, and disbursed in the order of priority set forth under " − Flow of Funds".

(b) SECOND, to the Debt Service Reserve Fund, in which there shall be established a Debt Service Reserve Account for all Debt Service Reserve Secured Bonds, first from Improvement Fees, then from funds held in the Excess Improvement Fee Fund, and thereafter from Gross Revenues other than Improvement Fees, amounts to restore any deficiency in the Debt Service Reserve Fund by the next _____. On or after any date that the amount of Improvement Fees deposited into the Debt Service Reserve Fund equals, together with the proceeds of Bonds on deposit therein, the Debt Service Reserve Requirement, all Gross Revenues other than Improvement Fees currently on deposit in the Debt Service Reserve Fund shall be, at the direction of the Corporation transferred from the Debt Service Reserve Fund and disbursed in the order of priority set forth under " − Flow of Funds".

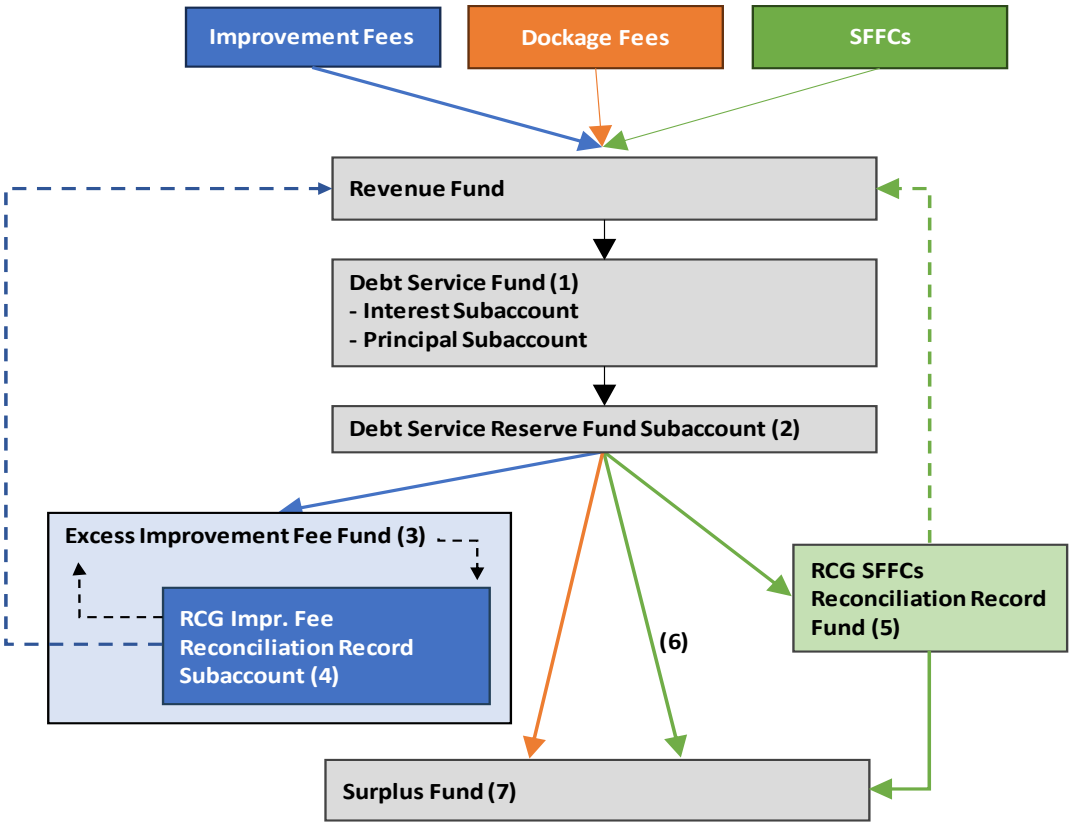
(c) THIRD, to the Excess Improvement Fee Fund, all remaining Improvement Fees not otherwise applied pursuant to (a) and (b) above, provided however, that when the Improvement Fee ARG is achieved, RCG Improvement Fees shall be deposited in the RCG Improvement Fee Reconciliation Record Subaccount, such that the aggregate Improvement Fee ARG Surplus for such Fiscal Year shall be on deposit therein at the end of the Fiscal Year.

(e) FOURTH, from RCG SFFCs, to the RCG Service Fee and Facility Charge Reconciliation Record Fund, an amount such that the aggregate SFFC ARG Surplus for such Fiscal Year shall be on deposit therein at the end of the Fiscal Year.

(f) FIFTH, to the Surplus Fund, all remaining Gross Revenues.

See Sections 7.04 in the Indenture in APPENDIX D − "FORM OF INDENTURE."

FLOW OF FUNDS



(1) First from Improvement Fees and then other Gross Revenues
(2) First from Improvement Fees, then the Excess Improvement Fee Fund, and then other Gross Revenues
(3) All remaining Improvement Fees. Funds may be used to remedy shortfalls in the Debt Service Fund or any other costs or expenses reimbursable from Improvement Fees.
(4) RCG Improvement Fee Surplus only is deposited. The subaccount balance is limited to the Improvement Fee Restricted Amount such that amounts no longer included (5-yr roll offs) transfer to the Excess Improvement Fee Fund. Funds may be transferred to the Revenue Fund per the PUA in an amount up to the Improvement Fee Restricted Amount Transfer upon the occurrence of an Improvement Fee ARG Shortfall.
(5) SFFC Surplus only is deposited. The subaccount balance is limited to the SFFC Restricted Amount such that amounts no longer included (5-yr roll offs) transfer to the Surplus Fund. Funds may be transferred to the Revenue Fund per the PUA in an amount up to the SFFC Restricted Amount Transfer upon the occurrence of an SFFC ARG Shortfall.
(6) Non-RCG SFFC's
(7) Available for O&M and R&R of the Project and any other lawful purpose

Operating Expenses

The payment of the cost of operating and maintaining the Project and the cost of major repairs to the Project are not included in the flow of funds. All such costs will be paid directly by the Corporation. No reserves for the payment of operating and maintenance expenses of the Project or for major repairs to the Project will be established under the Indenture. See “CORPORATION MAINTENANCE OBLIGATION”.

Debt Service Reserve Fund

The Indenture provides that the Corporation may, but is not required, to establish a Series Debt Service Reserve Account and a related Series Debt Service Reserve Account Requirement in a Supplemental Indenture for each series of Bonds. Each Series Debt Service Reserve Account shall be funded at all times to the applicable Debt Service Reserve Requirement. Amounts in each Series Debt Service Reserve Account shall be used to pay debt service on the related Series of Bonds on the date such debt service is due if insufficient funds for that purpose are available in the related Series subaccount in the Interest Account and the related Series subaccount in the Principal Account (but only to the extent amounts in such subaccounts are less than the amounts required). Amounts in each Series Debt Service Reserve Account shall be pledged to Holders of the Bonds secured by such Series Debt Service Reserve Account.

Notwithstanding any other provision of the Indenture, the Corporation may establish one account (a "Common Reserve Account") for one or more Series of Bonds designated herein or in a Supplemental Indenture ("Common Reserve Bonds") in the Debt Service Reserve Fund which Common Account shall be funded at all times to the applicable Common Debt Service Reserve Requirement. Amounts in Common Reserve Account shall be used to pay debt service on the Common Reserve Bonds on the date such debt service is due if insufficient funds for that purpose are available in the related Series subaccount in the Interest Account and the related Series subaccount in the Principal Account (but only to the extent amounts in such subaccounts are less than the amounts required). Amounts in the Common Reserve Account shall be pledged to Holders of the Common Reserve Bonds secured by such Common Reserve Account, and no other Series of Bonds.

"Debt Service Reserve Requirement" means, (a) unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, with respect to the Common Reserve Bonds, an amount equal to the lesser of: (i) ten percent (10%) of the stated principal amount of the Common Reserve Bonds; (ii) the Maximum Annual Debt Service Requirement on the Common Reserve Bonds and (iii) 125% of the average annual principal and interest requirement of the Common Reserve Bonds; and b) with respect to any Series of Bonds issued pursuant to a Supplemental Indenture that are not Common Reserve Bonds, the Debt Service Reserve Fund Requirement, if any, established for such series of Bonds in such Supplemental Indenture.

The Corporation has designated the 2025 Bonds as Common Reserve Bonds and has established the Common Reserve Account for the Common Reserve Bonds with a Series Debt Service Reserve Account Requirement of [set forth] ($_____).

In lieu of or in addition to cash or investments, at any time the Corporation may cause to be deposited to the credit of the Debt Service Reserve Fund any form of Reserve Fund Credit Facility, in the amount of the Debt Service Reserve Fund Requirement, irrevocably payable to the Trustee as beneficiary for the Holders of the applicable Series of Bonds. If a disbursement is made pursuant to any Credit Facility, the Corporation shall either (a) reinstate the maximum limits of such Credit Facility, or (b) deposit to the credit of the Debt Service Reserve Fund moneys in the amount of the disbursement made under such Credit Facility from available Gross Revenues. To the extent such moneys are still insufficient, then the Corporation shall transfer to the Trustee from any legally available moneys the amount of such deficiency as soon as practicable and in any event within 24 months by depositing one-twenty-fourth of the required amount each month.

See Section 7.07 in APPENDIX D − "FORM OF INDENTURE" for a further description of the provisions pertaining to the Debt Service Reserve Fund and Section 1.01 therein for the definition of Reserve Fund Credit Facility.

Surplus Fund and Excess Improvement Fee Fund

The Indenture provides that amounts in the Surplus Fund and Excess Improvement Fee Fund shall be used to make up any deficiencies in the Debt Service Fund or Debt Service Reserve Fund and to the extent not so used and to the extent no Event of Default shall have occurred and be continuing under the Indenture, moneys

in the Surplus Fund may be transferred and used for any lawful purpose of the Corporation free and clear of the lien, pledge and security interest created by the Indenture and moneys in the Excess Improvement Fee Fund may be transferred and used to redeem or defease Bonds or any other indebtedness issued to finance Capital Additions. See Section 7.16 in APPENDIX D − "FORM OF INDENTURE" for a further description of the provisions pertaining to the Surplus Fund. The Corporation intends to fund its operation, maintenance, renewal and replacement of the Project with transfers from the Surplus Fund. See "CORPORATION MAINTENANCE OBLIGATION". The Indenture also provides that amounts on deposit in the Excess Improvement Fee Fund and the Surplus Fund shall be transferred to and deposited into 2025 Purchase Account as amounts in the 2025 Capitalized Interest Account funded from the proceeds of the 2025 Bonds are drawn upon to pay interest on the 2025 Bonds. See "PLAN OF FINANCE – Corporation Purchase Price Deposits" above.

Additional Bonds

The Corporation may issue Additional Bonds pursuant to a Supplemental Indenture, to finance Capital Additions or refund Bonds or any other indebtedness issued to finance Capital Additions, upon the receipt of a certificate of a Consultant demonstrating that (i) the Gross Revenues deposited into the Revenue Fund during any twelve (12) consecutive calendar months of the period of twenty-four (24) consecutive calendar months ending immediately preceding the month in which the date of issuance of such Bonds falls equaled at least 125% of the Maximum Annual Debt Service Requirement on all Bonds to be Outstanding immediately after the issuance of the Bonds; or (ii) the Gross Revenues projected to be deposited into the Revenue Fund during the third year following the completion of any Capital Addition or the date of issuance of Bonds issued to refund Outstanding Bonds or any other indebtedness issued to fund a Capital Addition shall equal at least 125% of the Maximum Annual Debt Service Requirement on all Bonds to be Outstanding immediately after the issuance of such Bonds. The foregoing requirement does not apply to (a) Bonds issued to complete the construction of any Capital Addition not in excess of 10% of the principal amount of Bonds initially issued to finance such Capital Addition, or (b) Bonds issued to refund Outstanding Bonds where the Maximum Annual Debt Service Requirement for the Bonds to be issued and the total principal and interest payable on the Bonds for the term thereof do not exceed the comparable amounts for the Bonds being refunded.

See Section 3.02 in the Indenture in APPENDIX D − "FORM OF INDENTURE" for a further description of the provisions pertaining to the issuance of Additional Bonds.

Rate Covenant

The Corporation has covenanted in the Indenture that it will establish and adjust rates and fees for the use of the Project sufficient to produce Gross Revenues equal to (a) 125% of the Debt Service Requirement on the Bonds in such Fiscal Year, and (b) 100% of the Debt Service Requirement on the Bonds in such Fiscal Year and any Debt Service Reserve Fund replenishment amount.

Within 180 days of the end of each Fiscal Year, an Authorized Officer of the Corporation shall file with the Trustee a Certificate (a "Coverage Ratio Certificate") setting forth the ratio of Gross Revenues to debt service on the Bonds for such Fiscal Year (the "Coverage Ratio"). If the Coverage Ratio falls below 125%, the Corporation shall retain, at its expense, a person who shall be independent, qualified and having a favorable reputation for skill and experience in the matters for which the Corporation has retained such person (a "Consultant") and such Consultant shall prepare and submit a written report within sixty (60) days of being retained (a copy of such report is to be filed with the Trustee) including recommendations with respect to increasing Gross Revenues of the Project or other financial matters of relating to the Project, which are relevant to increasing the Coverage Ratio to at least 125%, which recommendations are to take into account the extent to which the Corporation may be prevented from increasing its Gross Revenues under any existing contracts or applicable laws or regulations.

The Corporation agrees that promptly upon the receipt of such Consultant's report, subject to applicable requirements or restrictions imposed by law, it will revise its methods of operation and take such other actions

to comply with any reasonable recommendations of the Consultant identified in its report. So long as the Corporation retains a Consultant and complies with such Consultant's reasonable recommendations (subject to applicable requirements or restrictions imposed by law), no default or Event of Default may be declared solely by reason of a violation of the Coverage Ratio Requirement respect to such Fiscal Year.

See Section 5.02 of the Indenture in APPENDIX D − "FORM OF INDENTURE."

Other Obligations

Although none are currently contemplated by the Corporation, the Indenture provides for a number of financing arrangements which may be used in connection with financing Capital Additions or issuing refunding Bonds, including Subordinate Debt, Interest Rate Hedge Agreements, Balloon Indebtedness, Variable Rate Bonds, Reimbursement Obligations under Reimbursement Agreements, Periodic Payments under Qualified Interest Rate Swap Agreements and Tender Bonds. See Sections 1.01, 3.04 and 5.11 of the Indenture in APPENDIX D − "FORM OF INDENTURE."

CORPORATION MAINTENANCE OBLIGATION

The Corporation will be responsible for the operation and maintenance of the Project and making major repairs and renewals thereto and to pay all costs with respect thereto.

Corporation Obligations under the Pier Usage Agreement

The Corporation has covenanted in the Pier Usage Agreement to maintain and keep the Project in good working order and a safe state of repair as well as providing ancillary services such as security in certain cases. See "PIER USAGE AGREEMENT − Corporation Operational Obligations."

Corporation Covenants under the Indenture

Maintenance. The Corporation has covenanted in the Indenture that it will, or will cause its lessees and agents, if any, to, (i) maintain and operate the Project in an efficient and economical manner and make all necessary repairs and maintenance thereto, and (ii) at all times maintain the Project in good repair and sound operating condition. The Corporation will comply, and cause its lessees and agents, if any, to comply, with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project. See Section 6.10 of the Indenture in APPENDIX D − "FORM OF INDENTURE."

Consulting Engineer. The Corporation has covenanted in the Indenture that it will appoint and will continuously employ an engineer, including an engineer that is employed by the Corporation, or firm of engineers who have a favorable nationwide reputation for skill and experience in the design, construction and operation of docks and related passenger facilities (the "Consulting Engineer") for the purpose of advising the Corporation concerning the operation and maintenance of the Project and of performing and carrying out the duties imposed on the Consulting Engineer by the Indenture.

On or before January l of each year, the Consulting Engineer shall file with the Corporation and the Trustee a report setting forth the following: (a) findings as to whether the Project has been maintained in good repair and sound operating condition and the Consulting Engineer's recommendations as to any necessary or advisable repairs, maintenance or replacements of the Project; and (b) a report as to the compliance by the Corporation with its covenants concerning insurance under " −*Insurance*" below and the Consulting Engineer's advice and recommendations as to the Corporation's future obligations under the Indenture (provided that the report may be provided by a Consultant with respect to insurance matters).

See Section 6.13 of the Indenture in APPENDIX D − "FORM OF INDENTURE."

Insurance. The Corporation has covenanted in the Indenture that so long as any Bonds are Outstanding, the Corporation will pay for and maintain the same insurance it customarily maintains over the Pier and Terminal, based on full replacement value. Specifically, the Corporation shall procure and maintain at its expense, coverage in the following amounts of public liability insurance or the equivalent thereof: not less than USD $2,000,000 on any one occurrence involving personal injury, including bodily injury or death to each person, USD $4,000,000 for each occurrence involving more than one person and USD $4,000,000 for property damages. The public liability insurance policy shall contain fire damage and property damage legal liability endorsements and an agreed value endorsement in an amount equivalent to the cost of the replacement of the Project to cover any damage to the Project if such property damage arises out of any negligence of the Corporation, or their employees and servants, contractors or any other person acting at the direction of the Corporation. The Corporation may satisfy all or part of this general liability insurance requirement by means of self-insurance.

Immediately after any damage or loss to the Project, or any part thereof, shall have occurred, the Corporation shall cause the Consulting Engineer to determine and advise the Trustee and the Corporation, in writing, whether it is practicable and desirable to repair, reconstruct or replace the damaged or destroyed property. If the Consulting Engineer determines that such repair, reconstruction or replacement is practicable and desirable, the Trustee shall make any insurance proceeds available to the Corporation, and the Corporation shall commence forthwith such repair, reconstruction or replacement upon notice from the Consulting Engineer of any such determination. The Corporation shall notify the Trustee in writing of any damage or loss to the Project, and the Corporation will, as promptly as possible, advise the Trustee as to whether such damage or loss will be repaired, reconstructed or replaced. If the Consulting Engineer determines that such repair, reconstruction or replacement is not practicable or desirable, then the entire insurance proceeds shall be deposited into the Debt Service Fund or applied to the redemption of Bonds in the discretion of the Corporation upon the advice of Bond Counsel.

See Section 6.05 of the Indenture in APPENDIX D − "FORM OF INDENTURE."

Project Maintenance Funding and Staffing

No funds or accounts will be established under the Indenture to fund operation and maintenance expenses of the Project or provide a reserve for renewal and replacements with respect to the Project. The Corporation expects to pay the cost of operation, maintenance, renewals and replacements with respect to the Project from general corporate funds, including transfers from the Surplus Fund. See "SECURITY FOR THE BONDS − Flow of Funds; Operating Expenses; Surplus Fund." The Corporation has established a pro forma schedule of operation and maintenance costs of the Project and currently expects to set aside reserves outside the Indenture for major repairs and renewals.

The Corporation employs a Program Manager, Marine Facilities who is generally responsible for the inspection, construction and repair of the Corporation's marine infrastructure. All Corporation docks are inspected on an annual basis, with deficiencies noted. The Program Manager uses these annual inspections to inform and develop an annual capital request and a 5-year capital plan used to repair and maintain the docks and slips.

PIER USAGE AGREEMENT

The Corporation has entered into the Pier Usage Agreement with RCG. Set forth below is a summary of the principal terms of the Pier Usage Agreement.

Preferential Berthing Rights

RCG is granted certain preferential berthing rights (the "Preferential Berthing Rights") for cruise ships operated by RCG, its subsidiaries, divisions and affiliates to use the Western Berth and the New Terminal, which

Preferential Berthing Rights include: (a) the right of ingress and egress to and from the New Terminal for its officers, cruise agents, employees, vendors, contractors, and passengers and those of its principals; (b) the right to embark and disembark passengers, and to bunker, load, store, and moor vessels at the New Pier; and (c) the right to use all passenger facilities located at the New Terminal, including the use of all passenger waiting rooms, offices, and storage areas reasonably acceptable to RCG; comfort and washroom facilities, all U.S. Customs and/or Immigration facilities used in connection with the embarking and debarking of passengers and their luggage during such times and durations as its vessels are within the confines of the New Pier and New Terminal.

Term

The term of the Pier Usage Agreement commenced on August 15, 2024, and continues until (i) the date thirty (30) years from the Project purchase date; (ii) the date equal to 30 years from the Project purchase date plus the duration of any period of Force Majeure; or (iii) if RCG expressly so agrees in advance in writing, the end of the term of any financing or refinancing of the purchase of the Project by the Corporation (the "Term").

Fees and Charges

RCG will pay a SFFC and an Improvement Fee charged on a passenger basis on the RCG vessel, and Dockage and other Ancillary Fees (the "Port Fees"). The SFFC and Improvement Fees are fixed for the Term (with a 2.5% annual escalation in the case of the SFFC) and are set forth in schedules to the Pier Usage Agreement. Dockage and other Ancillary Fees will be as set forth in the Corporation's published tariff. The Corporation is required to use all Improvement Fees collected, regardless of the cruise line paying such Improvement Fees, solely to pay the debt issued to finance the purchase of the Project.

Revenue Guarantees

RCG provides to the Corporation a SFFC and an Improvement Fee minimum annual revenue guarantee (each a "Revenue Guarantee") calculated based on minimum passenger levels and SFFCs and Improvement Fees in each Calendar Year as set forth in schedules to the Pier Usage Agreement. The SFFC revenue guarantee produces $1.582 million escalating to $3.237 million in each Calendar Year over the Term. The Improvement Fee Revenue Guarantee produces $8.278 million in each Calendar Year over the Term.

The SFFC and Improvement Fee Revenue Guarantees may be suspended upon occurrence of a Force Majeure Event (summarized below), or a Triggering Condition (summarized below), or if one or more RCG vessels cannot make one or more calls contained in the Berth Schedule due to an action or inaction of the Corporation.

The Improvement Fee Revenue Guarantee will terminate at such time as the Corporation has paid off all debt incurred in connection with the purchase of the Project.

The SFFC and Improvement Fee Revenue Guarantees shall cease if the Corporation terminates the Pier Usage Agreement without Just Cause (as defined below), prohibits, impedes or suspends (other than due to Force Majeure) RGC's Preferential Berthing Rights under the Pier Usage Agreement, or RCG terminates the Pier Usage Agreement with Just Cause.

If RCG terminates the Pier Usage Agreement without Just Cause (as defined below), or the Corporation terminates the Pier Usage Agreement with Just Cause, RCG's Preferential Berthing Rights shall cease and RCG shall remain responsible to pay the SFFC and Improvement Fee Revenue Guarantees to the extent required by Pier Usage Agreement, which in either circumstance entitles the Corporation to recover contractual damages arising directly from such a default.

Surplus and Credits Formula

SFFCs and RCG Improvement Fees generated by RCG passenger levels in excess of the Revenue Guarantee (a "surplus") in each Calendar Year are tracked in a Reconciliation Record and are applied as a credit in subsequent Calendar Years against SFFCs and Improvement Fees to the extent actual passenger level in a Calendar Year are less that the minimum passenger level of the Revenue Guarantee (a "shortfall"). Credits against a surplus generated in any Calendar Year are applied in each subsequent Calendar Year for a five successive year Reconciliation Period, after which the surplus for such Calendar Year (but not the surplus for subsequent Calendar Years) is released to the Corporation. Surplus Improvement Fees so released are subject to the requirement that the Corporation shall utilize the balance of the Improvement Fee surplus solely to pay the debt issued to finance the purchase of the Project. The calculation of surplus for each Calendar Year can result in multiple overlapping five-year Reconciliation Periods producing a surplus that is aggregated and applied to as a credit to shortfalls in the applicable overlapping Reconciliation Periods.

Right of First Refusal

The Corporation has the right to solicit use of the Eastern Berth to other cruise lines and to enter into single-year and multiple-year berthing agreements with such other cruise lines for terms of up to seven (7) years. Preferential berthing rights granted to third-party cruise lines for the Eastern Berth are limited to one cruise line group at a time per specific day of the week and must provide for a minimum of eighteen (18) months advance notification for the submittal of berthing schedules. Preferential berthing rights for the Eastern Berth cannot be provided to cargo or other non-cruise vessels. The Eastern Berth and Western Berths can only be used on dates when cruise ships are not utilizing the Eastern Berth and Western Berths and in a manner that does not interfere with cruise ship operations.

RCG also retains preferential rights to match a third-party cruise line berthing arrangement with respect to the Eastern Berth in the event that the Corporation has arrived at terms with a third-party cruise line on a single-year or multiple-year preferential berthing arrangement at the Eastern Berth, with a minimum annual berthing guarantee.

Corporation Operational Obligations

The Corporation is obligated ("Corporation Operational Obligations") to: provide all Preferential Berthing Rights; at its expense, maintain, clean and keep in good working order and in a safe state of repair, the Project, the means of ingress and egress to and from the New Pier and all of the facilities and equipment used in connection therewith together with the mooring facilities for RCG vessels; provide electricity, water, and sewer service to the New Terminal and maintain the electrical, heating, ventilating, elevator, mechanical, plumbing, safety systems, wiring systems and structural components of the New Terminal in satisfactory operating condition; provide all janitorial services for facilities at the New Terminal; and at its sole cost and expense, provide the necessary security to the terminal, apron, and wharf including ingress and egress to and from the Eastern Berth and Western Berth at all times that no Vessel is present at the Eastern Berth or Western Berth.

Triggering Condition

A "Triggering Condition" exists where (a) the Eastern Berth or Western Berth assigned to a RCG vessel is, at RCG's reasonable discretion, unusable due to unavailability, damage, repair work or unsafe or unfit physical or operating conditions, or a substantial portion of said Eastern Berth or Western Berth is damaged or destroyed, or the Eastern Berth or Western Berth is inaccessible to the RCG vessels or passengers (including without limitation, due to damage or destruction to the waterway) excluding where such circumstances are caused by or substantially contributed to by any Force Majeure Event, or (b) the Corporation materially and substantially fails to perform duly and satisfactorily their service obligations under " − Corporation Operational Obligations" above. If a Triggering Condition exists, the Corporation can develop a remediation plan and will

have 6 months to remedy, and, failing that, RCG may terminate the Pier Usage Agreement 12 months after the initial Triggering Condition.

Force Majeure Event

A "Force Majeure Event" is an event with causes or conditions beyond the control of a responsible party, including, without limitation, acts of God, including but not limited to outbreak of disease, pandemic, endemic, fire, flood, extreme or unusually adverse weather, avalanches and slides; or an act of state, including laws, regulations, acts, demands, orders or interpositions of any government or any subdivision or agent thereof; or war, terrorism, civil commotions or unrest, riots, malicious damage, rebellion, insurrection or terrorism; material or repetitive security breaches or lapses outside of the Facilities and beyond the control of the Corporation or RCG; or public emergency; or strikes, lock-outs or work stoppages related to or affecting the port operation in Seward and/or surrounding areas, or boycotts (whether affecting the Corporation, or the RCG Parties or their subsidiaries, divisions, affiliates, contractors or subcontractors); or due to causes or conditions not caused or contributed to by and not within the control of the Corporation, RCG or their respective agents, employees, division and subsidiaries, affiliates, contractors, subcontractors, guests, including without limitation, with respect to and affecting all or a substantial part of the RCG vessels, destruction, grounding, mechanical problems of a material nature, fire or catastrophic marine casualty, theft or seizing of, or disease on board all or a substantial portion of the RGC vessels, or with respect to disease affecting the Facilities (or any substantial part thereof) or any substantial part of its surrounding areas utilized by the RCG vessels' guests and passengers, or port closure or poor port conditions that objectively prevent safe use of the Eastern Berth or Western Berths.

Just Cause Termination

The Pier Usage Agreement may be terminated upon the following terms and conditions (each a "Just Cause"):

Corporation Just Cause Termination: The Corporation may terminate the Pier Usage Agreement with Just Cause in the event: (i) RCG fails to pay any Port Fees, including but not limited to the Revenue Guarantees due and owing within ninety (90) days following receipt of written notice of default; (ii) RCG fails to perform any of its other material obligations under the Pier Usage Agreement and fails to correct such failure within ninety (90) days following receipt of written notice from the Corporation; (iii) a voluntary case or proceeding shall be commenced by RCG in any court of competent jurisdiction seeking relief under any laws relating to bankruptcy, insolvency, reorganization or seeking the appointment of a trustee, receiver, custodian or liquidator of RCG; or such an involuntary case shall be commenced against RCG and shall continue undismissed or unstayed for a period of sixty (60) days; or (iv) RCG unreasonably refuses, after the purchase of the Project by the Corporation, to consent to an assignment of the Pier Usage Agreement upon a request from the Corporation under the Pier Usage Agreement; or (v) RCG loses or fails to otherwise maintain in good standing and in full force and effect any license, permit or approval necessary to operate the RCG vessels and to use the Eastern Berths or Western Berth as contemplated by the Pier Usage Agreement and fails to correct such failure within one hundred eighty (180) days (unless a longer cure period is specifically provided under the terms of the Pier Usage Agreement or the Parties otherwise agree to a longer cure period) following receipt of written notice from the Corporation; or (vi) at such time as the Corporation may be entitled to terminate the Pier Usage Agreement in accordance with the other terms of the Pier Usage Agreement.

RGC Just Cause Termination. RCG may terminate the Pier Usage Agreement with Just Cause under the following conditions: (i) the Corporation fails to perform any of its material obligations under the Pier Usage Agreement and fails to correct such failure within ninety (90) days following receipt of written notice from RCG; (ii) at such time as RCG may be entitled to terminate the Pier Usage Agreement as described under " – Triggering Condition" above, subject to the remedial provisions of the Pier Usage Agreement with respect thereto; (iii) the Corporation loses or fails to otherwise maintain in good standing and in full force and effect any license, permit or approval necessary to operate the Eastern Berth and Western Berth as contemplated by the Pier Usage Agreement and fails to correct such failure within ninety (90) days (unless a longer cure period is specifically

provided under the terms of the Pier Usage Agreement or the parties otherwise agree to a longer cure period) following receipt of written notice from RCG; (iv) a voluntary case or proceeding shall be commenced by the Corporation in any court of competent jurisdiction seeking relief under any laws relating to bankruptcy, insolvency, reorganization or seeking the appointment of a trustee, receiver, custodian or liquidator of the Corporation; or such an involuntary case shall be commenced against the Corporation and shall continue undismissed or unstayed for a period of sixty (60) days; or any governmental proceedings commenced by either the executive, legislative or judicial branches to dissolve the Corporation or which could result in the inactive status of the Corporation progress to a stage that such results appear to be reasonably imminent; or (v) the Corporation fails to purchase the Project by the purchase deadline set forth in the PSA, including any extension thereof duly agreed to by the Corporation and the Seward Company, and the Corporation refuses or otherwise fails to promptly assign the Pier Usage Agreement to a new owner of the Facilities pursuant to the Pier Usage Agreement; (vi) the Corporation loses control of the Eastern Berth or Western Berth to any other party for any reason and such successor does not completely and unconditionally assume the rights and obligations of the Corporation under the Pier Usage Agreement; (vii) the Corporation assigns the Pier Usage Agreement in a manner that is contrary to the requirements of the Pier Usage Agreement or assigns the Pier Usage Agreement to an unrelated, private third party without RCG's written consent; and (viii) at such time as RCG may be entitled to terminate the Pier Usage Agreement in accordance with the other terms of the Pier Usage Agreement.

If the Force Majeure Event continues for more than eighteen (18) months in duration, or if the party responsible for correcting the condition caused by the Force Majeure Event has not commenced corrective action within twelve (12) months of said Force Majeure Event, then the party not affected by the Force Majeure Event may terminate the Pier Usage Agreement without penalty by giving no less than thirty (30) days written notice to the affected party.

Most Favored User Treatment

In no event shall RCG, its subsidiaries, divisions and affiliates pay Port Fees or any other fees that are higher than similar fees charged to any other cruise line making calls at the Eastern Berth or Western Berth. The Corporation agrees to offer RCG, its subsidiaries, divisions and affiliates the best terms, cost structure and pricing with a net effect at least equal to that offered to such other cruise lines, except with respect to requests by RCG for fee increases pursuant to the Pier Usage Agreement.

Binding Arbitration

Any dispute, controversy or claim arising out of, relating to or in connection with the Pier Usage Agreement, including any question regarding existence, validity or termination, or regarding a breach thereof that cannot be resolved by the dispute resolution procedures set forth in the Pier Usage Agreement shall be resolved by binding arbitration.

PURCHASE AGREEMENT AND GROUND LEASE

The Corporation has entered into the PSA with the Seward Company. Set forth below is a summary of the principal terms of the PSA.

General

The Seward Company is obligated under the PSA to finance and construct the Project in order to sell the Project to the Corporation for a purchase price of $137,000,000 (the "Purchase Price") upon Substantial Completion of the Project, which is expected to occur on or prior to May 15, 2026.

Lease

Corporation has issued to the Seward Company an entry permit for preconstruction activities and is required to enter into the Lease with the Seward Company for the Existing Seward Cruise Facilities and the land (the "Land") on which the Existing Seward Cruise Facilities are located in order to provide the Seward Company with the necessary site control and rights to demolish the Existing Seward Cruise Facilities and to finance and construct the Project on the Land.

Substantial Completion

The Project shall be considered substantially complete ("Substantial Completion") on the date ("Substantial Completion Date") on which the requirements ("Substantial Completion Requirements") have been satisfied, as certified by Turnagain Marine and Seller in a certificate provided to the Corporation pursuant to the PSA ("Substantial Completion Certificate"). Turnagain Marine and Seward Company shall issue the Substantial Completion Certificate to the Corporation when Turnagain Marine and/or Seward Company have demonstrated to the Corporation's satisfaction that the Substantial Completion Requirements, including that the Project have been completed in accordance with the provisions of the Construction Contract (including any modifications thereof), the requirements for the Project set forth in the PSA and good industry practice to ensure that the design/build work and each component of the Project are completed and ready to operate in compliance with project requirements, including, among other things, all deficiencies or non-compliance (other than punch list items for final completion) identified by Corporation following Corporation's Due Diligence carried out under the PSA have been corrected.

Corporation Right to Purchase

The Corporation has the right to purchase the Project at the Purchase Price upon Substantial Completion of the Project by the Seward Company (defined as the date on which the Substantial Completion requirements set forth in the PSA have been satisfied, as certified by Turnagain Marine and the Seward Company in a certificate provided to the Corporation) and once the Project is commissioned and ready to operate, and subject to both the Corporation's Due Diligence Period of not more than sixty (60) days and fulfillment of all conditions to Closing.

Failure of Corporation to Purchase

If the Corporation does not purchase the Project as set forth under " − Corporation Right to Purchase" above, in the absence of any material default or non-performance on the part of the Seward Company, then the Lease, shall continue in force for an additional thirty (30) years commencing on the date of Substantial Completion. In such case, the Corporation will be required to assign its rights (including to collect and retain the Improvement Fees, Dockage Fees and SFFCs) under the Pier Usage Agreement to Seward Company or such other entity as may purchase the Project.

Defaults under PSA; Failure of Seward Company to Perform

Remedies. In the event of any uncured material default by either party, the non-defaulting party may at any time thereafter, without notice or demand and without limiting the non- defaulting Party in the exercise of any right or remedy which it may have by reason of such default:

(a) Terminate the other party's rights under the PSA and pursue its other available remedies, including but not limited to obtaining specific performance for a failure to deliver and/or terminate a property or property interest at closing, or

(b) Maintain the defaulting party's rights under the PSA, in which case the PSA shall continue in effect. In such event the non-defaulting party shall be entitled to enforce its other rights and remedies under the PSA.

The failure of Seward Company to achieve Substantial Completion by May 15, 2026 is a Seward Company event of default under the PSA entitling the Corporation to, among other things, terminate Seward Company's rights under the PSA. The Corporation, however, has agreed in the Direct Agreement to a one-year cure period that can be extended to a second year with respect to the failure of Seward Company to achieve Substantial Completion of the Project by May 15, 2026. See INTERIM FINANCING DOCUMENTS – Substantial Completion Cure Period." Further, under the Direct Agreement the Corporation cannot exercise any of its remedies under the PSA during a cure period. See INTERIM FINANCING DOCUMENTS – Corporation Remedies Limited During Cure Period and Step-in Period.

Liquidated Damages. If the Seward Company fails to achieve Substantial Completion on or before May 15, 2026 and meet the conditions for the Corporation Right to Purchase as set forth under the caption " – Corporation Right to Purchase" above, the Corporation may, subject to the provisions of the Direct Agreement described below, either terminate the PSA or maintain the Seward Company's rights under the PSA, in which case the PSA shall continue in effect and the Corporation shall be entitled to enforce its other rights and remedies under the PSA and to collect from the Seward Company as liquidated damages the sum of Thirty-six Thousand Dollars ($36,000) for each scheduled vessel that is unable to dock at the Project, increasing to Sixty-Eight Thousand Dollars ($68,000) after two (2) months unless the Corporation is able to able to safely accommodate the vessel at another facility within the Port, in which case no liquidated damages will be payable.

Warranties; Assignment of Warranties at Closing

At Closing, the Seward Company shall assign to the Corporation the right to enforce any and all rights, remedies, warranties, indemnities, professional liability protections and any other post-completion liability pertaining in any manner to the Project that the Seward Company receives from Turnagain Marine or any other subcontractor or other party.

The Seward Company shall insert in all contracts and subcontracts (i) a requirement that the contractor or subcontractor agrees, acknowledges and accepts that the Seward Company will be assigning all rights, remedies, warranties and any other post-completion liability of contractor or subcontractor to the Corporation and such rights, remedies, warranties and any other post-completion liability will apply to the Corporation in the same manner and to the same extent provided under applicable law as to the Seller under any such contract or subcontract; and (ii) a requirement that contractors and subcontractors shall insert the same provision in each of its subcontracts at all tiers.

Force Majeure

The existence of a Force Majeure event shall not be the cause for termination of the PSA. Upon the completion of a Force Majeure Event, unless the parties mutually agree otherwise, the deadline for Closing shall be extended for a period equal to the duration of the Force Majeure Event. A "Force Majeure Event" is defined in the PSA as any failure to perform or for any delay or cancellation in connection with the performance of any obligation hereunder if such failure, delay or cancellation is due or in any manner caused by the laws, regulations, acts, demands, orders or interpositions of any government or any subdivision or agent thereof or by Acts of God, including but not limited to outbreak of disease, pandemic, fire, flood, weather, avalanche, slides, or by war, acts of rebellion, insurrection or terrorism, strikes or other labor slowdowns, or any other cause beyond a party's control, whether similar or dissimilar to the foregoing.

PSA Amendment

The PSA Amendment primarily makes the cure periods in the Direct Agreement and Drawdown Agreement, primarily the Substantial Completion Cure Period, applicable to Seward Company and the Corporation in performing under the PSA.

INTERIM FINANCING DOCUMENTS

In order to induce the Seward Co. Lender to enter into the Seward Co. Loan, the Corporation has entered into certain Interim Financing Documents described below.

Direct Agreement and Drawdown Agreement

The Corporation has agreed to grant the Seward Co. Lender certain step-in rights under the Direct Agreement and, together with the Drawdown Agreement, cure period rights with respect to the Project.

Cure Periods

The Direct Agreement provides for the following cure periods, which will be applicable to the PSA. The Corporation cannot exercise any remedies or terminate the PSA during a cure period. Unless the Pier Usage Agreement is terminated during a cure period, the 2025 Bonds will not be subject to mandatory redemption during a cure period. The 2025 Bonds may be subject to mandatory redemption immediately upon the expiration of a cure period if interest on the 2025 Bonds is not capitalized until the end of the next applicable cure period or, if not so capitalized, the Corporation determines in its sole discretion not to fund the payment of additional interest on the 2025 Bonds prior to the purchase of, or election not to, purchase the Project. See clause (c) under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*."

For Failure to Pay Liquidated Damages to the Corporation. With respect to a failure to pay Railroad Liquidated Damages, a period ending thirty (30) days after the Seward Co. Lender's receipt of notice. See "PURCHASE AGREEMENT AND GROUND LEASE − Defaults under PSA; Failure of Seward Company to Perform − *Liquidated Damages*."

For Failure to Achieve Substantial Completion. With respect to the failure to achieve Substantial Completion by the Initial Scheduled Completion, the Substantial Completion Cure Period.

For Failure to Comply with PSA Pertaining to Achieving Substantial Completion. The cure period for the failure of the Corporation or a the Seward Company, the Seward Co Lender, a Step-in Party, a Substituted Entity, or other party or assignee under this Direct Agreement, as applicable (an "Applicable Party"), to perform procedures required to establish the Substantial Completion Date as described under "PURCHASE AGREEMENT AND GROUND LEASE − Corporation Right to Purchase" shall be forty-five (45) days, and no cure period for failure of the Corporation or an Applicable Party to comply with closing provisions pertaining to the purchase of the Project under the PSA.

Substantial Completion Cure Period

Substantial Completion Cure Period. The "Substantial Completion Cure Period" means the cure period commencing on May 15, 2026 and ending on the earlier of (a) the Substantial Completion Cure Period Hard Stop Date, (b) the date upon which Seward Co. Lender provides written notice to the Corporation that it does not intend to step in following notice of a Seward Company default under the Seward Co. Loan, or (c) a Step-Out Date whereby a Step-in Party terminates its obligations to the Corporation under the PSA, Lease and Direct Agreement.

Substantial Completion Cure Period Hard Stop Date. "Substantial Completion Cure Period Hard Stop Date" means May 15, 2027 as the same may be extended to May 15, 2028; provided such cure period shall be extended to May 15, 2028 only if (a) the Corporation receives at least forty-five (45) days before the May 15, 2027 an irrevocable written notice from Seward Company or Seward Co. Lender stating that the extension of the cure period to May 15, 2028 shall commence on May 15, 2027, and (b) the Seward Co. Lender makes a deposit (the "Required Deposit") in the amount equal to the interest accruing on the 2025 Bonds from and including May 16, 2027 to and including May 15, 2028, no later than thirty (30) days prior to May 15, 2027. Force majeure may not extend the Substantial Completion Cure Period beyond the Substantial Completion Cure Period Hard Stop Date. The Required Deposit is made in accordance with the Drawdown Agreement.

Corporation Remedies Limited During Cure Period and Step-in Period

During any applicable cure period or step-in period, the Corporation may not terminate the PSA and Lease or exercise remedies thereunder or take or support any legal action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of Seward Company or for the composition or readjustment of Seward Company's debts, or any similar insolvency procedure in relation to Seward Company, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator, or similar official for Seward Company or for any part of the Project.

The Corporation may terminate the PSA for any reason prior to the Substantial Completion Date whereupon the term of the Lease shall be extended for a term of thirty (30) years. In such case the 2025 Bonds would be subject to mandatory redemption. See clause (e) under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*."

Where the Seward Co. Lender is entitled to exercise remedies under the Direct Agreement, that the Corporation may, but shall have no obligation to, cause the termination of any Seward Co. Lender cure rights under the Direct Agreement and the termination of the Direct Agreement, where the Railroad pays the net balance of the Purchase Price set forth in the PSA. The Corporation could not use the proceeds of the 2025 Bonds to make such net balance of the Purchase Price to the Seward Co. Lender.

Corporation Exposure Limited under the Direct Agreement and the Drawdown Agreement

Direct Agreement. Seward Company and the Seward Co. Lender acknowledge and agree that the Corporation has no performance obligations under the PSA to either Seward Company or Seward Co. Lender prior to the procedures set forth in the PSA for the establishment of the Substantial Completion Date. . Seward Co. Lender acknowledges and agrees that that Corporation's sole payment obligation and liability under the PSA is to pay the net Purchase Price ($117,000,000) if Substantial Completion is achieved, the Corporation elects to purchase the Project in accordance with the PSA and all conditions to the purchase under the PSA. In no event shall the Corporation be required to pay more that the net Purchase Price regardless of whether such net Purchase Price is sufficient to enable Developer to pay the loan balance under the Seward Co. Loan, or other amount payable thereunder. Seward Company and the Seward Co. Lender agree that any payment made as provided above shall constitute a complete discharge of the Corporation's payment obligations to Seward Company.

Drawdown Agreement. The Required Deposit is not a loan by the Seward Co Lender or any other party to the Corporation and the Corporation shall have no obligation to repay the Required Deposit or to pay interest thereon to the Seward Co Lender or any other party and neither the Seward Co Lender or nor any other party shall not undertake any action against the Corporation or the Trustee for the 2025 Bonds, its assets or revenues or the proceeds of the 2025 Bonds, with respect to the Required Deposit. The Required Deposit shall not be added to or increase the Purchase Price or be offset against any liquidated damages or other amounts payable to the Corporation pursuant to the PSA. The Required Deposit and the earnings thereon shall be the property of the Corporation and subject to the lien on and security interest of the Indenture. If the Required Deposit is not received on or before May 15, 2027, the 2025 Bonds will be subject to mandatory redemption. See clause (c) under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*."

Construction Contract

The Corporation is not a party to the Construction Contract. The Corporation's right under the PSA is to purchase a Project that has achieved Substantial Completion for the net Purchase Price. The step-in rights under the Direct Agreement pertain primarily to Seward Company's performance under the PSA. The Corporation has no knowledge of any step-in and cure rights that the Seward Co. Lender may have with respect to the Construction Contract and accordingly is unable to assess the ability of Seward Company, the Seward Co. Lender and Turnagain Marine to successfully achieve Substantial Completion by May 15, 2026 or within an applicable cure period.

While the Corporation is not a party to the Construction Contract and has no contractual relationship with Turnagain Marine, Turnagain Marine participates with Seward Company in establishing that Substantial Completion has been achieved under the PSA, triggering the Corporation's right to purchase under the PSA. See "PURCHASE AGREEMENT AND GROUND LEASE − Substantial Completion."

EXISTING SEWARD CRUISE FACILITIES

Existing Seward Cruise Facilities

The Corporation owns and operates the Existing Seward Cruise Facilities. The Existing Seward Cruise Facilities were built in 1966 and include a 736 by 200-foot passenger dock equipped with 10 fenders, 12 mooring bollards, and 2 mooring dolphins located 300 and 400 feet from the end of the dock. The dock's pile foundation has experienced significant corrosion over its half-century lifespan, which limits the dock's remaining useful life and has resulted in weight restrictions. The Existing Seward Cruise Facilities also includes the Dale R. Lindsey Alaska Railroad lntermodal Terminal at the northern end of the passenger dock consisting of a 26,555 square foot, steel framed rectangular structure with a capacity accommodating up to 1,675 people. The passenger dock also provides support and moorage space for freight vessels and non-cruise vessels during the visitor off-season. The Existing Seward Cruise Facilities are adjacent to the Alaska Railroad and Seward Highway for connection to other areas of Alaska, including Anchorage and the Ted Stevens International Airport in Anchorage. See "THE CORPORATION − Railroad, Bus and Other Transportation Access to the Facility."

The Existing Seward Cruise Facilities continues to be operational during the 2025 cruise season and is generating Gross Revenues. Under the PSA the Seward Corporation may not commence any demolition or construction activities on the onshore portion of the Existing Seward Cruise Facilities before September 22, 2025, and may not commence any demolition activities involving Existing Seward Cruise Facilities located over water or construction activities of the New Pier before September 22, 2025. The Corporation intends to use Gross revenues received during the 2025 cruise season as set forth under PLAN OF FINANCE − *Corporation Purchase Price Deposits.*"

Total cruise ship passengers to the Port since 2014 are as follows:

TOTAL CRUISE SHIP PASSENGERS TO SEWARD

	2014	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Passengers (000)	143	176	185	181	208	230	0	0	126	189	205
Calls	51	65	66	63	69	87	0	0	73	86	87

Source: The Corporation

Cruise Operators Serving Existing Seward Cruise Facilities

The Existing Seward Cruise Facilities serve 14 cruise ship companies. The following table lists the cruise operators operating at the Existing Seward Cruise Facilities and their calls and passenger history for 2024.

Seward Cruise Operators (2024)

Brand	Calls	Throughput	Mkt. Share
NCL	13	57,531	28.0%
RCI	10	44,640	21.8%
Celebrity	9	39,250	19.1%
Silversea	18	19,948	9.7%
Regent	11	12,901	6.3%
Viking	8	12,253	6.0%
Carnival	3	5,918	2.9%
HAL	3	5,586	2.7%
Crystal	2	1,797	0.9%
Oceania	2	1,512	0.7%
Peace Boat	1	1,262	0.6%
Hurtigruten	2	1,172	0.6%
Hapag-Lloyd	2	711	0.3%
Ponant	3	680	0.3%
Total	**87**	**205,161**	**100%**

Source: The Corporation

Norwegian Cruise Line (NCL in the table above) will be operating exclusively out of a new cruise port facility in Whittier starting in 2025. See "RISK FACTORS− Whittier Competing Passenger Facilities; Other Ports."

Existing Seward Cruise Facilities Operating Results

The Corporation's audited Annual Reports do not include a separate statement of revenues, expenses and changes in net position for the Existing Seward Cruise Facilities. The following table sets forth the unaudited results of Existing Seward Cruise Facilities operations for the most recent five years.

[Table Follows]

STATEMENT OF REVENUES AND EXPENSES ($000)
(unaudited)

	2019	2020	2021	2022	2023	2024
Revenues						
Improvement Fee	$ -	$ -	$ -	$1,816	$3,762	$10,047
Service Fee and Facility Charges	2,582	-	-	1,453	2,303	3,001
Dockage	616	-	-	594	808	784
Ancillary Fees	194	-	-	74	136	117
Total Revenues	**$3,392**	**$ -**	**$ -**	**$3,937**	**$7,009**	**$13,949**
Operating Expenses						
Utilities	$229	$117	$113	$195	$210	$175
Janitorial and Other Direct Expenses	130	87	44	109	150	172
Management and Facility Overhead	725	-	-	586	614	629
Total Expenses	**$1,084**	**$204**	**$157**	**$890**	**$974**	**$976**
Revenues Net of Operating Expenses	**$2,308**	**($204)**	**($157)**	**$3,047**	**$6,035**	**$12,973**

The Corporation has established its Seward Terminal Tariff ARR 600-C (the "Tariff") that applies to all cargo, passengers, vessels and vehicles utilizing the wharves and/or facilities owned or operated by the Corporation at the Port. The Tariff applies to the Existing Seward Cruise Facilities and will apply to the Project. Operating revenue of the Facilities include Dockage Fees, Improvement Fees, Service Fee, Facility Charges (while the Facility Charge and Services Fee are separate charges in the Tariff, for the purposes of this Official Statement they are included in the defined term "SFFC"), Wharfage, Security Fees and Other Vessel Services. Dockage Fees means the charges assessed against a vessel for berthing at the Corporation's wharves and facilities at Seward, Alaska. Improvement Fees means the charge per passenger assessed against all vessels which load or discharge passengers at the Dock/Terminal Facility [for capital improvements to the Facilities]. Service Fee and Facility Charges means the charges per passenger assessed against all vessels which load or discharge passengers at the Facilities for operations, repairs and renewal of the facilities. Wharfage means the charges assessed against cargo for its passage over, under, or through any wharf, pier or facility or loaded or discharged overside vessels berthed at any such facility. Security fees means fees accessed to ocean going vessels, their owners, or operators for use of the terminal working areas. Other Vessel Services means all acts related to providing miscellaneous services to vessels, e.g., repairs, maintenance, fueling, watering, garbage removal and related Stevedore Services.

Uniform Improvement Fee

The Corporation will impose a uniform Improvement Fee on all users of the Project, including use pursuant to the Tariff, any future Berthing Agreement and under the Pier Usage Agreement. The Corporation is obligated under the Pier Usage Agreement to use all Improvement Fees collected, regardless of the cruise line paying such Improvement Fees, solely to pay the Purchase Price or pay, defease or redeem Indebtedness to finance the purchase of the Project. See "PIER USAGE AGREEMENT − Fees and Charges."

Berthing Agreements

The Corporation enters into annual berthing agreements (each a "Berthing Agreement") with all vessels berthing at the Existing Seward Cruise Facilities. The Corporation does not currently have any long-term berthing agreements granting preferential berthing rights with respect to the Existing Seward Cruise Facilities.

The Corporation has reserved the right in the Tariff to enter into an agreement with vessels, carriers, shippers, consignees and/or their agents concerning rates and services, including berthing agreements for the Existing Seward Cruise Facilities and the Project.

The Corporation has entered into the Pier Usage Agreement with the RCG with respect to the Project. See "PIER USAGE AGREEMENT" and "ROYAL CARIBBEAN GROUP" herein. The Pier Usage Agreement permits the Corporation to solicit use of the Eastern Berth and the Western Berth to other cruise lines either without berthing agreements or to enter into single-year and multiple-year berthing agreements with respect to the Eastern Berth with such other cruise lines for terms of up to seven (7) years. The Corporation expects to solicit for the use of the Eastern Berth to other cruise lines subject to RCG's preferential berthing rights and right of first refusal under the Pier Usage Agreement. See "PIER USAGE AGREEMENT − Preferential Berthing Rights; Right of First Refusal" herein.

Other Corporation Seward Port Facilities

The Corporation owns and operates cargo facilities at the Port consisting of a 620 by 320-foot freight dock equipped with seven fenders and nine mooring bollards and one mooring dolphin with a single bollard 71.5 feet from the dock, which is accessible by a catwalk. The Corporation is currently planning a $25 million freight dock expansion to be funded in part with a grant from the U.S. Maritime Administration. In addition, the Corporation's master plan provides for additional commercial development at the Corporation's Port site that would not be part of the Facility. The Seward Boat Harbor and Seward Marine Industrial Center are owned by the City of Seward and operated under City of Seward Port & Harbor Tariff Regulations. Neither the foregoing facilities nor the revenue generated therefrom, including from application of the Tariff to operators at the Corporation's freight dock, are pledged as security for the Bonds, including the 2025 Bonds.

ROYAL CARIBBEAN GROUP

As stated on its website: "Royal Caribbean Group (NYSE: RCL) is one of the leading cruise companies in the world with a global fleet of 65 ships traveling to more than 1,000 destinations around the world. Royal Caribbean Group is the owner and operator of three award-winning cruise brands: Royal Caribbean International, Celebrity Cruises, and Silversea Cruises, and it is also a 50% owner of a joint venture that operates TUI Cruises and Hapag-Lloyd Cruises. Together, the brands have an additional 8 ships on order as of March 31, 2024. Learn more at www.royalcaribbeangroup.com or www.rclinvestor.com." References to such websites are presented herein for informational purposes only and the information or links contained therein are not incorporated by reference into, and are not part of, this Official Statement. Neither the Corporation nor the underwriters make any representation as to the financial strength or creditworthiness of RCG. The Corporation has no obligation to provide updated information regarding RCG and RCG will not be a party to the Continuing Disclosure Agreement or provide Disclosure Covenants. See "CONTINUING DISCLOSURE" herein.

PROJECT PARTICIPANTS

Turnagain Marine

In conjunction with the construction the Project, Seward Company has entered into a construction contract (the "Construction Contract") with Turnagain Marine under which Turnagain Marine will perform design-build services, environmental permitting and construction administration activities with respect to the Project. Turnagain Marine's obligations under the Construction Contract are not guaranteed by a third party, though Turnagain Marine is required to furnish a performance and payment bond equal to the contract price as security for the faithful performance and payment of all of its obligations under the Construction Contract. Turnagain Marine does not have a public debt rating from a nationally recognized rating agency and its financial statements are not publicly available.

Information regarding Turnagain Marine and its experience in marine construction may be found at: https://turnagain.build/. Reference to such website is presented herein for informational purposes only and the information or links contained therein are not incorporated into, and are not part of, this Official Statement. Neither the Corporation nor the underwriters make any representation as to Turnagain Marine's financial strength, creditworthiness or ability to perform under the Construction Contract.

Seward Company

The Seward Company is a wholly-owned subsidiary of Port of Tomorrow, LLC and is a special purpose entity formed specifically to undertake the Project. The company is not permitted to enter into other projects, in Seward or elsewhere. Seward Company has entered into the Construction Contract with Turnagain Marine and the PSA and the Lease with the Corporation. Seward Company's business activities are limited to undertaking the Project. Its obligations under the PSA and the Lease are not guaranteed by a third party. Seward Company is not rated and has no publicly available financial statements. The Corporation has no information on how the Seward Company is staffed or the construction management expertise of the employees of Seward Company.

Information regarding Seward Company may be found at: https://sewardcompany.com/. Reference to such website is presented herein for informational purposes only and the information or links contained therein are not incorporated into, and are not part of, this Official Statement. Neither the Corporation nor the underwriters make any representation as to Seward Company financial strength, creditworthiness or ability to perform under the PSA or Lease.

THE CORPORATION

General

The Alaska Railroad (the "Railroad") was created by a 1914 Act of Congress after the efforts of several private companies to build a railroad in the Territory of Alaska ended in bankruptcy. Congress envisioned the Railroad as a means to open up the vast Alaskan wilderness to settlement and to tap the enormous mineral resources of the land. The Railroad began operation in 1923 and, in the intervening years, served the interests of the federal government by opening up the Territory and providing freight and passenger transportation for vital government, military and civilian interests to meet the settlement and resource development needs of the emerging state.

After Alaska became a state in 1959, the federal government began transferring federally owned transportation facilities such as airports and highways to the State. In the late 1970s, Congress determined that the State was going to experience future growth as newly discovered deposits of oil, natural gas, coal and other natural resources were developed. Congress believed that the Railroad's operations needed to be improved and expanded in order to ensure that the Railroad would play an essential role in sustaining this growth and that such improvement and expansion were matters primarily of State concern. Accordingly, Congress passed the Alaska Railroad Transfer Act of 1982 (45 U.S.C. §1201 et seq.), which authorized the transfer of the Railroad to the State.

In January 1985, after over sixty years of federal ownership and operation, the federal government transferred ownership of the Railroad to the State. The State paid the U.S. Government $22.3 million for the Railroad. The Alaska Legislature passed the Act, which created the Corporation as the public entity to own and operate the Railroad. Since 1985, the Corporation has fulfilled its statutory mission of providing safe, economical, and efficient transportation to residents, businesses, visitors, and military installations in the State and fostering and promoting the long-term economic growth and development of the State.

Administration

The governing and administrative body of the Corporation is its Board consisting of [seven] members. Five members are appointed by the Governor with at least the following: one member with ten years of experience in railroad management (who may be a non-resident); one member who is or was an executive official of a railroad as required under federal regulation (who may be a non-resident); one member with five years' experience as an owner or manager of a business in the State; one member from the bargaining unit representing employees of the Corporation; plus the Commissioners of the State's Departments of Commerce, Community and Economic Development and Transportation and Public Facilities. Judicial districts which are directly served

by the Corporation must be represented. The Board elects its chairman and vice-chairman and appoints a secretary at the first meeting of each calendar year. Each member serves for a five-year term and until reappointed or until his or her successor has been appointed and qualified; provided that, in the case of an appointment to fill a vacancy, the appointed member serves during the remainder of the vacated term and until his or her successor has been appointed and qualified.

Board of Directors

The current members of the Board are as follows:

John Shively, Chair of the Board. John Shively came to Alaska in 1965 as a VISTA volunteer. What began as a one-year assignment turned into a career involved in issues that have shaped Alaska. Shively worked with NANA Regional Corporation to negotiate development of Teck's Red Dog zinc mine. He served under two governors, including as Natural Resources Commissioner. He has been a Trustee for the Alaska Permanent Fund, Regent at the University of Alaska and board member for the Alaska State Chamber of Commerce and the Resource Development Council of Alaska - serving the latter as president for five years. Shively received the Bill Egan Award as the State Chamber's Alaskan of the Year in 2009, has been recognized by the Alaska Federation of Natives with its prestigious Denali Award, and has received Chuck Hawley Lifetime Achievement Award.

Judy Petry, Vice Chair of the Board. In 1987, Ms. Petry began working at Farmrail System, a holding company for two Class III railroads in Oklahoma as an Accountant. Four years later, she became Farmrail's Manager of Customer Service and in 1997 was promoted to Controller. Petry rose to the position of President and General Manager in 2004. She retired from that position in December 2022 but continues to serve on the Farmrail System Board of Directors. Additionally, in 1995 she became the Controller for Finger Lakes Railway and the Ontario Central Railroad both located in western New York, and continues to hold that position today. Ms. Petry has a long history of active involvement in volunteer activities in the rail industry. In addition to serving as Chairman of the Association of Car Accounting and Car Service Officers, Chairman of the American Association of Railroads' Short Line Integration Team and Chairman of the American Short Line and Regional Railroad Association's (ASLRRA) Finance and Administration Committee, Petry served on the ASLRRA Board of Directors from 2004-2019; was a member of the ASLRRA's Executive Committee from 2010-2015; Vice Chairman of the Board from 2016-2019 and from 2016-2019 served as the only female Chair in the Association's 111-year history. Petry was nominated by her industry peers and was awarded the 2008 Railroad Woman of the Year Award. In 2014, she was awarded the ASLRRA's Distinguished Service Award in recognition of her many years of service to that association and to the railroad industry. In 2017, under her management, Farmrail was selected as the BNSF Railway's Shortline of the Year.

Ryan Anderson. Ryan Anderson was named Commissioner of the Alaska Department of Transportation & Public Facilities in early September 2021. Mr. Anderson is a 20-year employee of the department. He most recently served as its Northern Region Director, overseeing design, construction, maintenance and operations of a transportation system that serve communities in a geographically and culturally diverse region that extends from the Gulf of Alaska to the Arctic Ocean, and from the Bering Sea to the Canadian Border.

John Binkley. John Binkley was appointed to the Board by Governor Sarah Palin in January 2007 and reappointed in November 2013 by Governor Sean Parnell. Mr. Binkley is a third-generation Alaskan born and raised in Fairbanks. He was first appointed to the Board in 1995, and two years later he was selected as Chairman, a position he held from 1997 to February 2006, when he resigned to run as a gubernatorial candidate. Mr. Binkley's business experience includes chairman/CEO of Riverboat Discovery (1991-2005), president of El Dorado Gold Mine (1993-2005) and owner of Northwest Navigation Tug & Barge Company (1977-1986). His public service experience includes serving in the Alaska State Senate (1986-1990) and the Alaska State House of Representatives (1982-1985). Mr. Binkley previously served as the president of Cruise Lines International

Association Alaska, stepping down after 12 years to lead his family business in building a cruise ship dock at Ward Cove near Ketchikan, Alaska.

Gale ("T.J.") Dinsmore, Jr. T.J. Dinsmore is a Conductor / Brakeman / Engineer with the Corporation, and a member of the local United Transportation Union (UTU). He fills the board seat reserved for an active union employee. He joined the Alaska Railroad in 2006 as a Brakeman, earned conductor status in 2007, and was promoted to engineer in 2013. Prior to joining the Corporation, Mr. Dinsmore worked as a heavy equipment operator in the construction industry in Oklahoma.

John Reeves. John Reeves was appointed to fill the business owner / manager seat on the board. Mr. Reeves is an entrepreneur who has started and developed several interior Alaska businesses, including air freight handling, a tourism attraction, mining, land management and historical preservation. He owns Fairbanks Gold Co., LLC, and remains engaged in mining, tourism and the recovery of Pleistocene era remains from the Boneyard located on his land holdings. Originally hailing from Florida, Mr. Reeves arrived in Alaska in 1974 and began working on the TransAlaska Pipeline. After high school graduation, he attended the University of Florida for three years (1971-74) on a full swimming scholarship. Later in life, he went back to school, graduating with a bachelor's degree in Heritage Preservation and Tourism Development in 1996 from the University of Alaska Fairbanks.

Julie Sande. Julie Sande grew up in the remote logging camps of Southeast Alaska. She brings extensive experience in both the public and private sectors to the role of Commissioner of the Alaska Department of Commerce, Community and Economic Development, and is focused on building stronger, more resilient communities and growing Alaska's economy for the benefit of Alaskans. Commissioner Sande spent much of her 20 years of healthcare experience working with the pioneers and elders of Alaska and credits many of her values and passion for Alaska's history to the inspiring individuals she has been privileged to care for. Most recently, she served as the Director of the Ketchikan Pioneer Home and as a member of the governing board for the local hospital in Ketchikan. She earned a bachelor's degree in social work from the University of Montana and a master's degree in health administration from the University of Southern California. She was appointed to the Alaska Industrial Development and Export Authority board and the Alaska Energy Authority board in 2019 and elected Vice Chairman in 2021. Commissioner Sande is also a business owner, whose companies provide services across a range of industries including engineering, construction, tourism, retail, and mariculture.

Officers of the Corporation

The current officers of the Corporation who are Authorized Officers, as defined in the Indenture, are as follows:

William G. O'Leary, President & CEO. William O'Leary was appointed by the Board in October 2013. He is responsible for the daily management and operations of the corporation. Previously, Mr. O'Leary served as the railroad's Chief Operating Officer, responsible for the oversight of rail transportation, engineering, mechanical, safety, labor relations, marketing, customer service and grant administration functions. From July 2001 to March 2013, O'Leary was the Corporation's Vice President of Finance and Chief Financial Officer (CFO), and in this capacity he was responsible for the financial activities of the Corporation as well as human resources and supply management functions. He also served as Interim President & CEO from April 1 to September 22, 2010. A Certified Public Accountant and lifelong Alaskan, O'Leary has worked in a variety of financial positions since 1988, including that of Controller of the Alaska International Airport System, the position he held before joining the railroad. Born and raised in Fairbanks, O'Leary earned a bachelor's degree in accounting from the University of Alaska - Fairbanks.

Michelle Maddox, Chief Financial Officer. Michelle Maddox was promoted to CFO and appointed by the Board in March 2023. As head of the Corporation's Finance Division, Maddox oversees the railroad's financial planning and analysis, accounting, supply management, grant administration, technology and risk management. She also advises the Corporation's executive management team and Board of Directors in financial

matters. Maddox joined the Corporation in May 1998 to head the Corporation's payroll and accounts payable function. In 2020, she was promoted to Controller, overseeing the Accounting Department. Maddox earned a bachelor's degree in accounting from Utah State University.

Clark Hopp, Chief Operating Officer. Clark Hopp was promoted to his current role effective January 1, 2018. Previously, he served as Vice President of Engineering from May 2013 through December 2017. He has been with the Corporation since 2001 when he was hired as a Capital Projects Manager. In 2003, he became Manager, Civil Projects and in 2011, Hopp was promoted to Director of Special Projects, overseeing two mega rail extension projects — Port MacKenzie Rail Extension and Northern Rail Extension, Phase One. Before joining the Corporation, Hopp worked for Transystems Corporation, a nationwide engineering consulting firm based in Nebraska. From 1995 to 2001, Hopp provided project management services to Burlington Northern Santa Fe (BNSF) and Union Pacific (UP) railroads. Hopp earned a degree in Construction Engineering Technology from Iowa Western College and completed additional engineering coursework at the University of Nebraska.

Andy Behrend, Chief Counsel. In addition to leading the Legal Department, the Corporation's Chief Counsel handles legal matters for the Corporation involving real estate, environmental and labor and employment issues. Before joining the Corporation in 2010, he practiced complex commercial litigation at Heller Ehrman LLP and Stoel Rives LLP. He is admitted to practice before the state and federal courts of Alaska, the U.S. Court of Appeals for the Ninth Circuit, and the U.S. Court of Federal Claims. Behrend received a bachelor's degree in Wildlife Ecology from the State University of New York College of Environmental Science and Forestry and a master's degree in Ecology and Behavioral Biology from the University of Minnesota. He earned his law degree (J.D.) from Berkeley Law School at the University of California.

Christy Terry, Vice President Real Estate. Christy Terry joined the Corporation in 2010 as the Seward Operations Manager. Later she became the Seward Port Manager until 2022 when she relocated to corporate headquarters for the position of External Affairs Director. She began her tenure as Vice President of Real Estate August 1, 2023. Prior to the Corporation, she spent a decade working for the City of Seward performing long and short-range planning, permitting, and development, culminating with her tenure as Seward's Community Development Director. Terry's public service includes three terms as an elected official, most recently as Seward's mayor until October 2022. She has provided leadership on boards including the Alaska SeaLife Center, Seward Chamber and Seward Port Commerce. Terry now serves on the board of the Resource Development Council and Alaska Chamber. Her extensive contributions were recognized in 2021, when she was named Business Person of the Year by the Seward Chamber.

David Greenhalgh, Vice President Marketing & Customer Service. With over 25 years of leadership at the Corporation, David Greenhalgh is a seasoned executive with expertise in both freight and passenger rail operations. Currently, Greenhalgh leads contract negotiations, market analysis, and strategic business development initiatives across Alaska's rail network for both the freight and passenger business lines. He previously held the role of Director of Freight Sales and Marketing Initiatives, managing a $110 million freight revenue budget and leading cross-functional teams to enhance customer experience and operational efficiency. Greenhalgh's experience includes oversight of labor negotiations, emergency preparedness, and capital planning. As the Corporation's Director, Passenger Operations for over 17 years, he successfully implemented safety cultures, launched new service offerings, and fostered key partnerships with major clients, including various cruise lines. Greenhalgh brings operational acumen, customer focus, and relationship-building, supported by certifications in railway management, emergency response, and derailment investigation.

Jennifer Mergens, Chief Human Resources Officer. Jennifer Mergens joined the Corporation in March 2019. After arriving in Alaska in 1995, Mergens spent 17 years working for an Anchorage labor and employment law firm, served as the Director of Human Resources and Administration for the Alaska Industrial Development and Export Authority (AIDEA) and the Alaska Energy Authority (AEA), and most recently before joining the Corporation, served as the Director of Labor Relations and Benefits for the Anchorage School District. Mergens earned a bachelor's degree in human resources from Bellevue University, a master's degree

in management from Wayland Baptist University, and has completed additional master's level coursework through Penn State University. She is a certified Senior Professional in Human Resources (SPRH), a certified SHRM-Senior Certified Professional, and a certified Health Coach.

Railroad Services

General. The Railroad extends from Seward, in the south of the State to Fairbanks, in the interior of the State. The Alaska Railroad carries both freight and passengers between the two cities and to many other destinations along a 477-mile route. This "rail belt" encompasses an estimated seventy-six percent of the population of the State. The route serves three ocean ports; Seward, Whittier, and Anchorage and is augmented by three rail spurs; one to the Port of Whittier, one to the major coal mine in the State, and one serving the Fairbanks International Airport and two military bases.

In 2024, the Railroad transported approximately 529,000 passengers south between Whittier, Seward and Anchorage and north between Anchorage, Talkeetna, Denali and Fairbanks. The ports at Seward and Whittier each serve as embarkation/disembarkation points for hundreds of thousands of cruise ship passengers, many of which travel on land by train.

Freight arriving at the State's major port, the Port of Anchorage, is distributed partly by rail north to Fairbanks. Freight handled by the Railroad is further distributed as far north as Prudhoe Bay and along the Yukon River. The Port of Whittier serves as the Railroad's link to the Lower 48 rail system with regularly scheduled, weekly rail barge service from Seattle, Washington. The Seward Port handles both inbound freight and outbound bulk commodities.

The Railroad serves all four major military installations in the State and ships fuel north from Anchorage to Fairbanks for the Fairbanks International Airport and for the North Slope oil industry. Other major commodities handled by the Railroad include gravel, oil field materials and supplies destined for oil and gas production facilities on the North Slope, lumber, concrete and other heavy industry supplies.

Railroad, Bus and Other Transportation Access to the Project

Grandview Cruise Train. The Grandview Cruise Train is a chartered summer service made available by the Corporation for cruise company passengers traveling from the Port of Whittier or the Seward Port to Anchorage and is timed with cruise ship arrivals. Many cruise passengers purchase tickets on the Grandview Cruise Train, arriving at or departing directly from the terminal. The majority of operators making calls to the Port to disembark existing passengers who are ending their cruise, and embark new passengers about to start their cruise, choose to offer the Cruise Train. These types of cruises are known as "turn" cruises. From the terminal, the Cruise Train travels between the Port and Anchorage. From Anchorage, cruise passengers may connect with commercial air services, transfer to other travel modes or ARRC trains, or remain in Anchorage and transfer to hotels or other destinations. The Cruise Train service is very popular and is almost always fully booked. For those unable to secure bookings on the Cruise Train and for independent travelers not purchasing a train package, cruise passengers may elect to connect via the regularly scheduled Coastal Classic service arriving and departing from the Seward depot.

Coastal Classic. The Coastal Classic train operates daily scheduled services between mid-May and mid-September each year, departing Anchorage at 6:45 am and arriving into Seward at 11:15 am, before returning to Anchorage with a 6:00 pm departure from Seward and a 10:15 pm arrival at the Anchorage depot. The trip between Seward and Anchorage is 114 rail miles and typically takes 4.5 hours. The Coastal Classic operates independently of cruise ship operations, but a large number of passengers using the service also connect to cruise ships. A small number of seats on the Coastal Classic are sometimes booked by cruise companies to provide train transfers when seats on the Grandview Cruise Train are not available. A larger number of seats are booked by local tour companies to provide transfers between Anchorage and Seward.

The Corporation's railroad facilities are not part of the Project and revenues derived by the Corporation from railroad operations, including the Grandview Cruise Train and the Coastal Classic, do not constitute Gross Revenues pledged to the Bonds, including the 2025 Bonds. See "SECURITY FOR THE BONDS – Gross Revenues."

For a discussion of other modes of accessing the Facility and passenger volumes using the railroad and other modes of transportation See APPEXDIX A − "CRUISE FACILITY MARKET ANALYSIS."

RECENT DEVELOPMENTS

House Bill 120 was introduced in the 34th Alaska Legislature, relating to the sale of the Alaska Railroad and other assets of the Corporation necessary for the operation of the railroad. The legislation would require the Governor to appraise the fair market value of the railroad, issue a request for proposals to purchase the railroad, and enter into an agreement to sell the railroad to the offeror that best met the terms and obligations as further outlined in the bill. The expense of appraising the railroad would not guarantee a sale, and no interest has been expressed by private industry to purchase the Alaska Railroad under the terms of the bill. No hearings have been scheduled, and enactment is unlikely.

RISK FACTORS

Prospective purchasers of the 2025 Bonds should consider the matters set forth below as well as other information contained in this Official Statement in evaluating an investment in the 2025 Bonds. This section is provided for convenience and does not purport to be a comprehensive list or description of all potential risks which, if realized, could adversely affect the payment or the value of the 2025 Bonds. The order of presentation of these factors below is not intended to create any implication as to the relative importance of any one risk factor over another. Any one or more of the risk factors discussed below, among others, could lead to a decrease in the market value and/or in the marketability of the 2025 Bonds or adversely affect the ability of the Corporation to make timely payments of principal of or interest on the 2025 Bonds. There can be no assurance that other risk factors not discussed herein will not become material in the future.

Each prospective purchaser of any 2025 Bonds should read this Official Statement in its entirety and consult such prospective purchaser's own investment and/or legal advisor for a more complete explanation of the matters that should be considered when purchasing investments such as the 2025 Bonds.

Limited Obligations

The 2025 Bonds are limited obligations of the Corporation payable solely from and secured solely by a pledge of the Trust Estate. See "SECURITY FOR THE BONDS." **The 2025 Bonds are not a general obligation of the Corporation, and the revenues, funds and assets of the Corporation (other than the Trust Estate) are not pledged or required to be used for the payment of the 2025 Bonds or the interest thereon. The Indenture creates no liens upon any properties of the Corporation (other than the Trust Estate). The Act provides that the 2025 Bonds do not constitute a debt, liability, or obligation of the State or of a political subdivision of the State. Neither the faith and credit nor the taxing power of the State or of a political subdivision of the State is pledged to the payment of the 2025 Bonds. The Corporation has no taxing power.**

The 2025 Bonds are not obligations of RCG. RCG is only obligated under the Pier Usage Agreement to pay certain specified fees and charges which are subject to suspension or termination as provided in the Pier Usage Agreement.

Dependence on RCG

While cruise lines currently use the Existing Seward Cruise Facilities pursuant to annual berthing agreements and the Corporation expects other cruise lines to continue using the Project, payments of debt service on the 2025 Bonds will initially be dependent primarily on payments by RCG under the Pier Usage Agreement. While the Corporation intends to solicit preferential Berthing Agreements with other cruise lines for use of the Eastern Berth, any preferential Berthing Agreements will be limited to a term of seven years and will be subject to the rights of first refusal of RCG under the Pier Usage Agreement. See "PIER USAGE AGREEMENT − Right of First Refusal" herein. While RCG is obligated under the Pier Usage Agreement to make payments under its Improvement Fee Revenue Guarantee that are expected to be sufficient to pay debt service on the 2025 Bonds, the Revenue Guarantees under the Pier Usage Agreement are subject to suspension upon occurrence of a Force Majeure Event or a Triggering Condition and termination upon the occurrence of certain events, including if RCG terminates the Pier Usage Agreement with Just Cause. See "PIER USAGE AGREEMENT − Revenue Guarantee; Triggering Condition; Force Majeure Event and Just Cause Termination." The Corporation's ability to remediate Triggering Conditions with alternative berthing arrangements may be limited. Further, while the fees charged to other cruise line users of the Existing Seward Cruise Facilities are not, and with respect to the Project are currently not expected to be, fixed, the RGC Improvement Fee and SFFC charged to RCG are fixed for the term of the Pier Usage Agreement and accordingly cannot be increased if there is a shortfall in the Debt Service Requirement, the Debt Service Reserve Requirement or rate covenant coverage.

Payment and Security for the 2025 Bonds is Dependent on Cruise Ship Activity

No significant cargo activity is currently conducted at the Existing Seward Cruise Facilities and the Corporation does not anticipate that any significant cargo activity will be conducted at the Existing Seward Cruise Facilities or, when completed, the Project. Any cargo activity at the Project will generally be visitor off-season. Revenues derived from cargo activities at the Project are not Gross Revenues. The Existing Seward Cruise Facilities and, when completed, the Project, are and will effectively be almost exclusively used for cruise ship passenger transport. Accordingly, the Corporation's ability to pay debt service on the Bonds, including the 2025 Bonds, will depend on sufficient cruise ship activity at the Project and factors affecting the cruise ship industry and the ability of passengers to get to and from the Project. See " − Whittier Competing Passenger Facilities; Other Ports." While a berthing agreement with a cruise line may provide for minimum passenger level guarantees, the Corporation does not anticipate that any cruise lines using the Project will provide any security or debt service pledges or guarantees.

Importance of Improvements to Other Port Facilities and Other Infrastructure

The ability to increase passenger traffic at the Seward Port as shown as the base case in the Cruise Facility Market Analysis will be dependent in part on a number of factors including, in addition to the development of the Project, upland and tourism infrastructure, such as flights, hotels, and transportation (rail/bus capacity, including cruise-rail intermodal capacity). It will also be critical for ports such as Seward to invest in shore power to support the growing vessels while also complying with international regulations. As stated in the Cruise Facility Market Analysis, with the growth of passengers during the projection period, it will be imperative that upland and tourism infrastructure requirements grow to accommodate the increase in passenger volumes. For Seward, this includes flights, hotels, and transportation (rail / bus capacity). In addition, the ability to increase passenger traffic at the Project will depend upon the development of a new cruise facility outside of the Lions Gate Bridge in Vancouver, Canada. As stated in the Cruise Facility Market Analysis, currently, there are no efforts by the Port of Vancouver to build a new cruise facility, due to a number of issues including dredging cost and environmental issues. Whether the Project achieves the higher range of the forecast, or the lower range, will be somewhat dependent on whether Vancouver opens a new cruise facility outside of the Lions Gate Bridge. The largest regional long-term threat that could impact the Project will be the decision of Vancouver to forego an outside terminal. If this occurs, this will limit growth to some degree long term – this is modeled in the downside scenario. See APPENDIX A – "CRUISE FACILITY MARKET ANALYSIS."

Importance of Rail and Bus Access at the Seward Port

A substantial portion of the cruise ship activity at the Port is dependent in part on passenger transportation to and from the Project, including rail and bus transportation. Any interruption in rail or bus passenger service to and from the Port could adversely impact passenger levels at the Project and consequently per-passenger fees collected from the cruise lines. See "THE CORPORATION − Railroad, Bus and Other Transportation Access to the Project."

Events which could adversely impact rail and bus passenger transportation to and from the Project include seismic and weather events. For example, flooding could, and infrequently has, disrupted rail or bus transportation to Seward, but rarely both at the same time, allowing for access via unimpacted transportation modes. With its rapid response capabilities, the Corporation's Maintenance of Way Department is able to quickly clear and repair track to restore freight and passenger service with minimal delay.

The Corporation is not required to maintain any rail or bus service to or from the Project. In addition, the Corporation provides passenger rail service to a competing passenger cruise port. See " − Whittier Competing Passenger Facilities; Other Ports." The Corporation can prioritize passenger rail service based on existing (and currently limited) passenger railroad train stock. The Corporation is not obligated to, and no assurance can be given that the Corporation would, prioritize passenger railroad train stock to the Project.

Grandview Cruise Train capacity is currently 512 passengers in each direction or 1,024 passengers per cruise ship. Accommodating larger vessels with more passengers in the future will depend in part on growing Grandview Cruise Train assets to meet future cruise train needs. While discussions are underway on growing Grandview Cruise Train assets, no definitive plans exist to do so at this time. See APPENDIX A – "CRUISE FACILITY MARKET ANALYSIS."

Port of Whittier Competing Passenger Facilities; Other Ports

The Corporation's port facilities at the Port of Whittier, Alaska, are located in Passage Canal of Prince William Sound, approximately 65 miles south of Anchorage and 85 miles from the Seward Port on the Kenai Peninsula. The Port of Whittier is interconnected by rail and highway with both Anchorage and the Seward Port. The Seward Port competes with the Port of Whittier for cruise operations, which is the only other port offering cruises that cross the Gulf of Alaska from the Inside Passage. Historically, the Port of Whittier has been used by Princess Cruises and Holland America Cruise Line, while passengers on Celebrity Cruises, Royal Caribbean Cruise Line, Norwegian Cruise Line, Regent Seven Seas Cruises and others have used the Seward Port. Norwegian Cruise Line Holdings Ltd., which operates the Norwegian Cruise Line, Oceania Cruises and Regent Seven Seas Cruises brands, will move its operations in 2025 to berthing and upland facilities in the Port of Whittier, Alaska. In 2024 Norwegian Cruise Line, Oceania Cruises and Regent Seven Seas Cruises brands accounted for 27 calls and 71,944 passengers at the Existing Seward Cruise Facilities. No assurance can be given that one or more cruise lines currently using or planning to use the Project will not elect to instead use the passenger port facilities at the Port of Whitter or that any such decision by such cruise line or lines will not result in a substantial reduction of Gross Revenues.

Other Alaska cruise ports include Homer, Anchorage and Valdez. No assurance can be given that one or more cruise lines currently using or planning to use the Seward Port will not elect to instead use the passenger port facilities at one or more of such ports or that any such decision by such cruise line or lines will not result in a substantial reduction of Gross Revenues.

Impact of Pandemics

COVID-19 severely impacted the cruise industry worldwide and has resulted in the cancellation or reduction of cruise ship activity at the Existing Seward Cruise Facilities. A recurrence of COVID-19 or other

pandemic could adversely impact cruise ship activity at the Existing Seward Cruise Facilities and, when completed, the Project. See APPENDIX A – "CRUISE FACILITY MARKET ANALYSIS."

Other Factors Affecting Cruise Ship Activity in Alaska

Any number of other factors may affect cruise ship activity in Alaska and at Seward in particular. These include supply chain issues and worker shortages. See APPENDIX A – "CRUISE FACILITY MARKET ANALYSIS."

Corporation Liquidity

The Corporation will establish a Debt Service Reserve Fund with respect to the Bonds, including the 2025 Bonds, and maintain it at the Debt Service Reserve Requirement. See "SECURITY FOR THE BONDS− Debt Service Reserve Fund." Certain SFFC and Improvement Fee surpluses are required to be accumulated in the RCG Service Fee and Facility Charge Reconciliation Record Fund and RCG Improvement Fee Reconciliation Record Subaccount. Such amounts may only be applied to offset SFFCs and Improvement Fees shortfalls in certain five-year Reconciliation Periods and may not be transferred to the Debt Service Fund or the Debt Service Reserve Fund in the event of deficiencies therein. See "PIER USAGE AGREEMENT − Surplus and Credits Formula" and Section 7.08(b) and 7.09 in APPENDIX D − "FORM OF INDENTURE." Amounts in the Excess Improvement Fee Fund and Surplus Fund may be transferred to the Debt Service Fund or the Debt Service Reserve Fund in the event of deficiencies therein. There are no minimum balances required to be maintained in the Excess Improvement Fee Fund and Surplus Fund. Amounts in the Excess Improvement Fee Fund may be applied without limitation to defease or redeem Indebtedness and amounts in the Surplus Fund can be applied without limitation to any lawful purpose of the Corporation but will be applied primarily to reimburse the Corporation for operation and maintenance expenses of the Project and the cost of renewals and replacements with respect thereto. Accordingly, no assurance can be given that there will be sufficient amounts on deposit in the Excess Improvement Fee Fund or the Surplus Fund in the event of any deficiencies in the Debt Service Fund or the Debt Service Reserve Fund. See "SECURITY FOR THE BONDS− Surplus Fund and Excess Improvement Fee Fund."

Factors Affecting Early Mandatory Redemption of the 2025 Bonds

The 2025 Bonds are subject to early mandatory redemption upon the occurrence of certain events. See "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*." The mandatory redemption provisions are intended to protect bondholders against construction and key contract termination risks prior to the purchase of the Project by the Corporation. The following factors can cause or contribute to the occurrence of events triggering a mandatory redemption.

***General Construction Risk*.** Construction delays that cause or contribute to a Seward Loan Party being unable to achieve Substantial Completion of the Project before expiration of applicable cure periods can result in a mandatory redemption of the 2025 Bonds. Construction and Substantial Completion of the Project by a Seward Loan Party is subject to ordinary construction risks and delays applicable to projects of their kind, such as (i) inclement weather affecting contractor performance and timeliness of completion, which could affect the costs and availability of, or delivery schedule for, equipment, components, materials, labor or subcontractors; (ii) contractor claims or nonperformance; (iii) failure of contractors to execute within contract price; (iv) work stoppages or slowdowns; (v) failure of contractors to meet schedule terms; (vi) the discovery of hazardous materials on the site or other issues regarding compliance with applicable environmental standards; (vii) estimating errors; (viii) design and engineering errors; (ix) changes to the scope of the projects, including changes to federal security regulations; (x) delays in contract awards; (xi) material and/or labor shortages and increased costs; (xii) unforeseen site conditions; (xiii) adverse weather conditions and other force majeure events, such as earthquakes; (xiv) contractor defaults; (xv) labor disputes; (xvi) unanticipated levels of inflation; (xvii) environmental issues; and (xviii) unavailability of, or delays in, anticipated funding sources. Further, if there is a dispute between the Seward Company and the Corporation over a scope of work change in a construction

contract, there is no assurance that the Corporation will prevail or that material delays in construction will not result. Construction of the Project requires acquisition of certain permits. If such permits are not obtained in a timely basis, completion of the Project could be materially delayed. See clause "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*."

Corporation may Elect not to Purchase the Project. The Corporation is not obligated, and has not covenanted under the Indenture, to complete the Project. The Corporation is instead relying on a Seward Loan Party to achieve Substantial Completion of the Project . The Corporation has entered into the PSA with the Seward Company which provides the Corporation the right to purchase the Project from Seward Company upon Substantial Completion of the Project at the fixed Purchase Price. In the event the Corporation does not purchase the Project in accordance with the PSA upon Substantial Completion, the 2025 Bonds will be subject to mandatory redemption. No assurance can be given that the Corporation will purchase the Project upon Substantial Completion. See clause (a) under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*."

Failure of Seward Loan Party to Achieve Substantial Completion of the Project by Expiration of an Applicable Cure Period. If a Seward Loan Party fails to achieve Substantial Completion of the Project by May 15, 2026, the Seward Loan Party will have a one-year cure period to achieve Substantial Completion of the Project, which would expire on May 15, 2027. The Corporation has capitalized interest on the 2025 Bonds to May 15, 2027. If the Seward Loan Party fails to achieve Substantial Completion of the Project by May 15, 2027, the Drawdown Agreement provides that the Seward Loan Party may elect an additional one-year cure period which would expire May 15, 2028, which additional cure period would take effect upon the Seward Co. Lender drawing on the Seward Co. Loan and depositing with the Trustee for deposit in the 2025 Capitalized Interest Account an amount sufficient to capitalize interest on the 2025 Bonds to May 15, 2028. If not already capitalized, the Corporation may, but is not obligated to, provide additional interest on the 2025 Bonds after the termination of an applicable cure period. To the extent interest on the 2025 Bonds has not been capitalized, the 2025 Bonds are subject to mandatory redemption if the Corporation determines in its sole discretion not to fund the payment of additional interest on the 2025 Bonds prior to the purchase of, or election not to, purchase the Project by the Corporation pursuant to the PSA. Such a determination would be based on a number of factors, including the then status of the Substantial Completion of the Project and the time necessary to achieve Substantial Completion. There is a substantial likelihood that the 2025 Bonds would be subject to mandatory redemption in the event a Seward Loan Party fails to achieve Substantial Completion of the Project by May 15, 2028. See clause (c) under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*."

Termination of the PSA. The 2025 Bonds are subject to mandatory redemption upon termination of either party's rights under the PSA or the amendment or waiver of any material provision of the PSA. The PSA provides that in the event of any uncured material default by either party, the non-defaulting party may, among other things, terminate the other party's rights under the PSA. See "PURCHASE AGREEMENT AND GROUND LEASE – Defaults under PSA; Failure of the Seward Company to Perform." The failure of a Seward Loan Party to achieve Substantial Completion of the Project by May 15, 2026 would be a default under the PSA allowing the Corporation to elect to terminate the PSA. However, the Corporation has agreed to a one-year cure period (ending May 15, 2027), which may be extended to a two-year cure period (ending May 15, 2028) as provided in the Drawdown Agreement. Further, the Corporation has agreed not to terminate the PSA or Lease during any cure period. [Such cure periods would terminate under the Direct Agreement upon either (a) the date the Seward Co. Lender suspends or terminates drawdowns by or advances to the Developer under the Seward Co. Loan or the loan under the Seward Co. Loan matures without extension and the Seward Co. Lender is not a Step-in Party, or (b) the Step-Out Date.] [Add nonpayment and general cured period discussion] No assurance can be given that the Corporation would not terminate the PSA on or after the expiration of an applicable cure period [or if the applicable cure period is terminated], thereby triggering a mandatory redemption of the 2025 Bonds. See clause (e) under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*."

Termination of the Pier Usage Agreement. The 2025 Bonds are subject to mandatory redemption upon termination of the Pier Usage Agreement by RCG prior to purchase of the Project by the Corporation pursuant to the PSA, or the amendment or waiver of a material provision thereof. The Pier Usage Agreement may be terminated for just cause by RCG if the Corporation fails to purchase the Project by the purchase deadline set forth in the PSA, including any extension thereof duly agreed to by the Corporation and the Seward Company, and the Corporation refuses or otherwise fails to promptly assign the Pier Usage Agreement to a new owner of the Project pursuant to the Pier Usage Agreement. See clause (v) under "PIER USAGE AGREEMENT − Just Cause Termination, *RGC Just Cause Termination*." [discuss mitigations]. However, notwithstanding the forgoing provisions, no assurance can be given that RGC will not terminate the Pier Usage Agreement at any time, whether for just cause or otherwise, thereby triggering a mandatory redemption of the 2025 Bonds. See clause (d) under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*."

Funds for Payment of the Redemption Price of the 2025 Bonds Limited to Certain Amounts Held under the Indenture. The Corporation is required to maintain in the certain accounts under the Indenture in an amount necessary to pay principal, premium and accrued interest on the 2025 Bonds in the event the 2025 Bonds are redeemed as described under "DESCRIPTION OF THE 2025 BONDS – Redemption – *Extraordinary Mandatory Redemption*," until such amount shall be applied in accordance with Indenture to either pay the Purchase Price upon purchase of the Project by the Corporation under the PSA or redeem the 2025 Bonds. In order to maintain such amount, the Corporation will be required to transfer certain Gross Revenues from the Excess Improvement Fee Fund and the Surplus Fund as capitalized interest funded from the proceeds of the 2025 Bonds is drawn upon to pay interest on the 2025 Bonds. The Corporation is not obligated to contribute any general corporate funds to mandatorily redeem the 2025 Bonds. While the Corporation believes that such amounts on deposit in the accounts referred to above are and will continue to be sufficient to redeem the 2025 Bonds upon a mandatory redemption, no independent verification report regarding sufficiency has or will be obtained and full sufficiency is dependent on the availability and transfer of certain Gross Revenues as described above. All such amounts are or will be on deposit with the Trustee under the Indenture but are subject to the direction of the Corporation and are not held in a separate irrevocable escrow with an escrow agent subject to conditions for release.

Corporation's Ability to Impact Achieving Substantial Completion is Limited. Although the following factors would not directly or indirectly result in a mandatory redemption of the 2025 Bonds, they do impact decisions and ability of the Corporations to affect the transaction. The Corporation's rights under the PSA are primarily to observe and review. The Corporation does not have a collateral assignment, privity/step in/enforcement or other rights under the Construction Contract with Turnagain Marine or any subcontractor agreements and the rights, remedies, warranties, indemnities, professional liability protections and any other post-completion liability pertaining to the Project that the Seward Company receives from Turnagain Marine or any other subcontractor or other party are only assignable to the Corporation at the closing of the purchase of the Project after Substantial Completion and not upon a Seward Completion Default. See "PURCHASE AGREEMENT AND GROUND LEASE – Warranties; Assignment of Warranties at Closing." Further, the Seward Company's obligations are not guaranteed by any rated entity. Accordingly, the Corporation's ability to impact completion of the Project in the case where the Corporation elects not to terminate the PSA and continues to work through the Seward Company. Further, the Corporation's ability to obtain liquidated damages from the Seward Company under the PSA may be limited. In addition, the Corporation has surrendered substantial rights regarding the transaction in the Interim Loan Documents and has virtually no ability to impact completion of the Project in limited in the case where the Corporation elects not to terminate the PSA. Thus, the Corporation cannot effectively take action to ensure that Substantial Completion is achieved before the end of the applicable cure periods, thereby potentially triggering mandatory redemption of the 2025 Bonds. See "*– Failure of Seward Loan Party to Achieve Substantial Completion of the Project by Expiration of an Applicable Cure Period"* above.

Factors Affecting Gross Revenues Generally

The ability of the Corporation to maintain or increase revenue growth at the Project in the future may be affected by a variety of economic, legislative and regulatory factors that are outside of its direct control.

The Seward Port, and the Project in particular, differs substantially from West Coast and Hawaiian ports. Project economics are, however, particularly sensitive to regional and statewide economic conditions. The demand for Project usage and the Gross Revenues of the Project are significantly influenced by a variety of factors, including, among others, global, domestic and local economic and political conditions, governmental regulation (including tariffs and trade restrictions), fuel prices, currency values, the efficiency and adequacy of transportation and terminal infrastructure at the Project and to and from Anchorage, the financial condition of maritime, particularly cruise, related industries, the proliferation of operational alliances and other structural conditions affecting maritime carriers. The global, domestic and local economies play a very important role in the Project's passenger volumes and resulting revenues. Future adverse economic conditions or actions that could negatively affect the economy (i.e., tariffs) could have an adverse effect on the Gross Revenues.

The Corporation has reserved the right in the Tariff to enter into an agreement with vessels, carriers, shippers, consignees and/or their agents concerning rates and services at the Project. Such agreements may include leases, and preferential, management and user agreements with cruse operators and other Project users. These arrangements may provide for economic discounts from established tariffs in exchange for term commitments and/or minimum payment guarantees. [A substantial majority of the Gross Revenues are expected to be generated by such agreements.] The Corporation can generally be able to increase its Gross Revenues under those agreements either by increasing its tariff rates or through increases in cruise passenger volume.] However, there are contractual, regulatory, practical, procedural and competitive limitations on the extent to which the Corporation can increase tariffs. Implementation of an increase in the schedule of rentals, rates, fees and charges for the use of the Project could have a detrimental impact on the operation of the Project by making the cost of operating at the Project unattractive to cruise lines and others in comparison to other locations, or by reducing the operating efficiency of the Project. No assurance can be given that shippers, particularly fuel shippers, will not seek alternate arrangements to transport their products if tariffs are increased.

The Project's tenants and users are subject to competitive conditions and other business and economic factors that may affect their ability to pay fees, charges and rent to the Corporation, including local and regional economic conditions and levels of tourism. The ability of Project tenants and users to continue in operation, and to pay tariffs or rent to the Corporation, may be compromised in the event of an economic downturn, failure of such businesses or their tenants to perform, mismanagement, lawsuits, increased operating expenses, and similar business risks, or in the event of a natural or other disaster and similar occurrences, and may be adversely affected by their ability to collect under their insurance policies in the event of any occurrence of a casualty. In the event of a business downturn, a Project tenant or user may fail to make berthing agreement, tariff or lease payments when due, may decline to renew an expiring berthing, lease or other user agreement, may become insolvent or may declare bankruptcy [or may fail to maintain the premises]. Any such non-performance or default by a user or tenant under the tariff or a lease will have an adverse impact on Gross Revenue. Nonperformance by a significant user or tenant could have a serious long-term impact on the Project's financial condition. See "— Project User Bankruptcy."

Concentration Considerations

As stated in the Cruise Facility Market Analysis, with the growth of passengers during the projection period, it will be imperative that upland and tourism infrastructure requirements grow to accommodate the increase in passenger volumes. For Seward, this includes flights, hotels, and transportation (rail / bus capacity). The use of the Existing Seward Cruise Facilities has been dominated by a few cruise lines. The top three users of the Existing Seward Cruise Facilities accounted for approximately 76.6% of the passengers of the Existing Seward Cruise Facilities in Fiscal Year 2023 (with the cruise line representing 37.5% of such passengers departing for Whittier in 2025). While the Corporation believes that the RCG annual minimum guarantees under

the Pier Usage Agreement will enable it to meet its financial obligations with respect to the Project, the expansion and retention of other cruise line users of the Project will be important to enable the Corporation to improve and expand transportation infrastructure, including with respect to the Project. It cannot be determined whether the terms of the Pier Usage Agreement, including the term limits on Berthing Agreements and RGC's rights of first refusal could affect long term commitments of other cruise lines to use the Project and expand Gross Revenues, particularly Gross Revenues accruing to the Surplus Fund which may be applied to any lawful purpose of the Corporation. The requirement of the Pier Usage Agreement that all Improvement Fees from whatever source derived be applied to pay, defease or redeem Indebtedness may restrict the Corporation's ability to finance infrastructure improvements at the Port that are related to but not part of the Project.

Seismic, Volcanic, Wildfires and Climate Change

Climate warming has impacted every region of Alaska. These impacts include coastal erosion and flooding, increased storm effects, increasing wildfires, sea ice retreat and permafrost melt, resulting in major impacts to infrastructure, including damage to buildings, roads, airports and other transportation facilities.

The State contains many regions of seismic activity, with frequent small earthquakes and occasionally moderate and larger earthquakes. A 1964 earthquake with its epicenter in southcentral Alaska measuring 9.2 on the Richter scale was the most powerful earthquake recorded in North American history, and the second most powerful in world history, causing over 130 deaths. This earthquake and related tsunami caused serious damage to facilities at the Port. The Existing Seward Cruise Facilities, in particular its corroding passenger dock, continue to be vulnerable to seismic events, [and the Project is intended to provide the upgrades to enhance protection from interruptions in service as a result of future seismic events]. Certain soil types and property located in certain areas of the State could become subject to liquefaction and could result in landslides following a major earthquake and any aftershocks. Areas of the State also could experience the effects of a tsunami following a major earthquake. The Corporation will not be obligated to obtain earthquake insurance for the Project. In addition, in the event the Project is damaged or destroyed in an earthquake, the business operations and finances of the Project could be materially adversely affected. In addition, a major earthquake or tsunami could damage or destroy railroad and highway access to the Project, restricting or preventing the arrival of cruise ship passengers, and thereby adversely affecting the generation of Gross Revenues.

The State contains many active volcanoes. A volcanic eruption could result in landslides and releases of gas and ash that can interfere with air travel, a principal mode of transportation in the State.

Areas of the State have experienced drought conditions and increased wildfire activity. Warmer and drier summer conditions increase the risk of wildfires that may threaten the health, economy, and environment of the State and the Corporation by creating unhealthy air quality levels, threatening infrastructure, including railroad and highway access to the Project, businesses, and residences, destroying natural resources, and damaging wildlife habitat.

Climate change poses potential risks to the State and the Corporation and their finances and operations. Extreme weather events can result in droughts, wildfires, floods, and other natural disasters. Climate change may also affect population migration and shifts in economic activities such as agriculture, fishing, and construction of facilities and roads on permafrost and ice. No assurance can be given that climate change will not have a material adverse effect on the finances and operations of the State and the Project.

Rising sea levels, ocean warming and acidification and changes in rainfall patterns and in the timing and amount of streamflow can also have impacts on the cruise ship industry.

Project User Bankruptcy

A bankruptcy of RCG or another tenant or user of the Project could result in delays, additional expense and/or reductions in payments, or even nonpayment, to the Corporation and thus a reduction in Gross Revenues.

The effect of the bankruptcy of a tenant or user of the Project on the Corporation's receipt of funds from the tenant or user depends on the nature of the contractual relations between the parties, and between the Corporation and other tenants/users, which may help offset losses from a bankruptcy. Briefly, the tenants and users of the Project may use Project assets either through an executory contract or lease, or through unsecured or secured debt to the Corporation (any such debt, a "financing device"). Bankruptcy law in the United States requires substantially different treatment for a relationship that is a financing device from the treatment given an executory contract or lease.

If a bankruptcy court determines that an agreement with the Corporation with respect to the Project is an executory contract (such as a license) or an unexpired lease of non-residential real property pursuant to Section 365 of the United States Bankruptcy Code (the "Bankruptcy Code"), the tenant/user or its bankruptcy trustee may elect (within a limited period if it is an unexpired lease of non-residential real property) to either assume or reject the agreement. If such agreement were assumed, the affected tenant or user would be required to cure or provide for cure of any prior defaults and, if there is a default, to provide "adequate assurance" of future performance. Even if all amounts due under such an agreement were ultimately paid, the Project could experience long delays in collecting such amounts. What constitutes "adequate assurance" is up to the bankruptcy court to decide and may not meet the Corporation's expectations.

If such an agreement were rejected by the tenant/user, the required action by the tenant or user and its rights will vary depending on the type of agreement. In the case of an unexpired lease of non-residential real property, the tenant or user would be required to vacate the property and the Corporation would have an unsecured claim for damages, the amount of which would be limited to the amounts unpaid prior to the bankruptcy plus the greater of (a) one year of rent or (b) 15% of the total remaining lease payments, not to exceed three years. In any case, the amount ultimately received on a claim in the event of rejection of an unexpired lease or executory contract could be considerably less than the notional or face value of the claim.

No assurance can be given that a bankruptcy court would find that the Project's arrangements with its tenants and users are executory contracts or leases. If, instead, a bankruptcy court determines that an agreement with a tenant or user is treated as a financing device, the tenant or user may keep and use the asset, but debt service may be suspended in whole or in part during the course of the bankruptcy; the amount of debt and payment level also may be ultimately subject to reduction or extension through a reorganization plan. The determination of the nature of a transaction is, in many cases, a fact-intensive matter not guided by form alone. Further, as a result of the disparate treatment of these common business structures, a tenant or user in bankruptcy may vigorously contend that a "lease" or other agreement is not a true lease but a disguised financing device, so that it can decline to make periodic rental payments pending the bankruptcy court's determination of that issue.

On the filing of a bankruptcy proceeding, Section 362 of the Bankruptcy Code stays virtually all creditor actions to litigate to judgment or collect on a debt, or to remove a non-paying tenant from possession. This can result in lengthy delays in the ability of a creditor to exercise its rights. Further, any payments made to the creditor within the 90 days (one year for "insiders") before bankruptcy are subject to recovery as preferential payments.

In general, therefore, risks associated with bankruptcy include risks of substantial delay in payment or of non-payment, the risk that the Corporation may not be able to enforce any of its remedies with respect to a bankrupt tenant or user, the risk that the Corporation may have to disgorge amounts paid during the bankruptcy preference period and the risk of substantial costs of pursuing amounts in bankruptcy court.

With respect to a tenant in bankruptcy proceedings in a foreign country, the Corporation is unable to predict what types of orders and/or relief could be issued by foreign bankruptcy tribunals, or the extent to which any such orders would be enforceable in the United States.

Corporation Bankruptcy

The Corporation is not eligible to file for relief under Chapter 9 of Title 11 of the federal Bankruptcy Code.

No Insurance for Certain Losses

The Corporation does not currently maintain insurance insuring against loss resulting from earthquake, tsunami, losses to its fleet of vehicles from terrorist activity and certain other types of loss. The Corporation would be required to pay for the costs resulting from any catastrophic loss from the Corporation's budgetary reserves. It is expected that grant moneys from FEMA would be available to the Corporation to pay a portion of such costs. However, such FEMA grant funds, if available at all, might not be available in amounts sufficient to pay a significant portion of such costs. There can be no assurance that there would be timely receipt of such funds or that the Corporation's budgetary reserves will be adequate to address any casualty or loss which its facilities might experience.

Operating Expenses

The Corporation will be responsible for the operation and maintenance of the Project and making major repairs and renewals thereto and paying all costs thereof. See "SECURITY FOR THE BONDS – Operating Expenses" and "CORPORATION MAINTENANCE OBLIGATION − Corporation Covenants under the Indenture." The Corporation also has operation and maintenance obligations to RCG under the Pier Usage Agreement. See "PIER USAGE AGREEMENT – Corporation Operational Obligations." Failure to maintain the Project or make required major repairs and renewals thereto could adversely affect the Pier Usage Agreement and the ability if the Corporation to attract and retain new cruise line users for the Project. Further, the SFFC and Improvement Fee Revenue Guarantees could be suspended if the Corporation's materially and substantially fails to perform its service obligations under the Pier Usage Agreement and could mature into a Just Cause termination of the Pier Usage Agreement by RCG. See "PIER USAGE AGREEMENT – Revenue Guarantees; Triggering Condition; Just Cause Termination – RGC Just Cause Termination."

While the Project will be a new facility, it will not be a new business line for the Corporation. The Corporation believes it has a very good idea of the operating costs of the Project and has created a capital maintenance budget that the RCG SFFC is expected to cover. As a new facility, however, the operating and maintenance costs of the Project and the major maintenance and renewals required for the Project cannot be predicted with certainty at this time. While the Corporation has an operating budget for the Project and a program to establish internal operating reserves outside the Indenture, no operation and maintenance or renewal and replacement funds will be established under the Indenture with respect to the Project. The Corporation does not have the ability to increase fees and charges under the Pier Usage Agreement to meet increased operating or renewal and replacement costs for the Project and may have a limited ability to increase its rates, tariffs and charges for the Project and, in all cases, such increases are subject to prevailing market conditions and the terms of any new Berthing Agreements. The Corporation will rely primarily on disbursement of SFFCs and other amounts on deposit in the Surplus Fund to meet its operational obligations under the Pier Usage Agreement and Indenture but would have to use other available Corporation funds in the absence of adequate disbursements from the Surplus Fund. In the event such expenses increase substantially the Corporation may be required to pay operating expenses from general Corporation funds. Failure to do so would be a covenant default under the Indenture. Disbursements from the Surplus Fund are not restricted by the provisions of the Indenture and may be used for any lawful purpose of the Corporation, including uses unrelated to the Project, and accordingly no assurance can be given that amounts in the Surplus Fund will be sufficient to pay all operating and maintenance costs and the costs of all major renewals and repairs of the Project over the term of the 2025 Bonds.

Risks Related to Environmental Liability; Hazardous Substances and Increased Environmental Regulation

The Existing Seward Cruise Facilities are subject to a wide variety of local, State, and federal transportation and environmental laws. Such laws include mandates with respect to the Project properties and operations conducted thereon, including regulations governing uses of Project property, air emissions, storm water compliance and discharges, and handling of hazardous materials. The regulations governing the use of Project property and activities conducted on it are likely to evolve and become more restrictive over time.

Three underground fuel storage tanks were formerly situated south of the New Terminal location and within the Project footprint. The tanks were removed along with contaminated soils from the excavations in 1992. The Alaska Department of Environmental Conservation ("ADEC") determined in May 2009 that the remaining contaminant concentrations do not pose an unacceptable risk to human health or the environment and classified the site as Corrective Action Complete with Institutional Controls. No further remedial action is required as long as the site is in compliance with the institutional controls, which require, for example, ADEC's approval of a work plan for evaluating and addressing any residual contamination in soils that are made accessible due to pavement removal during construction. Seward Company has secured this approval as part of its efforts on the Project. Asbestos has been identified and documented in certain portions of the Existing Seward Cruise Facilities. This information is used to ensure required safety and disposal measures are employed during disturbance of asbestos containing materials.

Uncertainties of Projections and Assumptions; Forward Looking Statements

See "CRUISE FACILITY MARKET ANALYSIS" regarding the forecasts, projections and assumptions in the Cruise Facility Market Analysis. Projections and assumptions are inherently subject to significant uncertainties. Inevitably, some assumptions will not be realized and unanticipated events and circumstances may occur and actual results are likely to differ, perhaps materially, from those projected. Accordingly, such projections are not necessarily indicative of future performance, and the Corporation assumes no responsibility for the accuracy of such projections.

Certain statements contained in this Official Statement reflect not historical facts but forecasts and "forward-looking statements." All forward-looking statements are predictions and are subject to known and unknown risks and uncertainties. No assurance can be given that the future results discussed herein will be achieved, and actual results may differ materially from the forecasts described herein. In this respect, the words "estimate," "project," "anticipate," "expect," "intend," "believe" and similar expressions are intended to identify forward-looking statements. All projections, forecasts, assumptions, expressions of opinions, estimates and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this official statement. Given their uncertainty, investors are cautioned not to place undue reliance on such statements.

Federal Sovereign Immunity

The Corporation is an alter ego of the State of Alaska and is thus immune from suit in federal court. *Alaska Cargo Transp. v. Alaska R.R. Corp*., 834 F. Supp. 1216, 1991 U.S. Dist. LEXIS 21087 (D. Alaska 1991), aff'd, 5 F.3d 378, 1993 U.S. App. LEXIS 23844 (9th Cir. Alaska 1993).

Changes in Federal and State Law

From time to time, there are legislative proposals that, if enacted, could adversely affect the federal and state tax matters referred to herein, adversely affect the marketability or market value of the 2025 Bonds, or otherwise prevent holders of the 2025 Bonds from realizing the full benefit of the tax exemption of interest on the 2025 Bonds. For example, in the past, legislation has been proposed that effectively would have imposed a partial tax on otherwise tax exempt interest for certain higher income taxpayers. In addition, regulatory and

administrative actions may from time to time be announced that could adversely affect the market value, marketability or tax status of the 2025 Bonds. No prediction is made concerning future events. The opinions expressed by Bond Counsel in connection with the issuance of the 2025 Bonds are based upon existing law. Purchasers of the 2025 Bonds should consult their own tax advisors regarding any pending or proposed legislation, regulatory actions, or litigation.

Regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the 2025 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the 2025 Bonds would be impacted thereby.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2025 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the 2025 Bonds. Prospective purchasers of the 2025 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

No Early Redemption or Gross-up Upon Loss of Federal Tax Exemption

Interest on the 2025 Bonds could become includible in federal gross income, possibly from the date of issuance of the 2025 Bonds, as a result of acts or omissions of the Corporation subsequent to the issuance of the 2025 Bonds. Should interest become includible in federal gross income, the 2025 Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity or earlier redemption. Further, the interest rate on the 2025 Bonds will not be subject to adjustment or "gross-up" should interest on the 2025 Bonds become includible in federal gross income.

Limitations on Remedies of Bondholders

The remedies available upon a default or Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay and could be both expensive and time-consuming to obtain. The various legal opinions to be delivered concurrently with the delivery of the 2025 Bonds will be qualified as to the enforceability of the various documents by bankruptcy, insolvency or other similar laws or legal principles affecting the rights of creditors generally. If the Corporation fails to comply with its covenants under the Indenture or to pay principal of or interest on the 2025 Bonds, there can be no assurance that available remedies will be adequate to fully protect the interests of the owners of the Bonds.

The Corporation is an alter ego of the State of Alaska and is immune from suit in federal court.

No Acceleration Provision

The Indenture does not contain a provision allowing for the acceleration of the Bonds, including the 2025 Bonds, upon the occurrence of a default or Event of Default under the Indenture, including a payment default on the Bonds. In the event of a default or an Event of Default under the Indenture, Trustee, on behalf of the Owners of the 2025 Bonds, will have the right to exercise the remedies provided in the Indenture. See APPENDIX D − "FORM OF INDENTURE."

Secondary Market; Disclosure Covenants

There can be no assurance that there will be a secondary market for the 2025 Bonds or, if a secondary market exists, that the 2025 Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular bond issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the 2025 Bonds.

The Corporation will enter into a Continuing Disclosure Agreement pursuant to which it will agree to provide annual reports and notices of certain events (the "Disclosure Covenants"). See "CONTINUING DISCLOSURE" herein and "FORM OF CONTINUING DISCLOSURE AGREEMENT" in Appendix E. A broker or dealer is required to consider a known breach of the Disclosure Covenants before recommending the purchase or sale of the 2025 Bonds in the secondary market. A failure on the part of the Corporation to comply with its Disclosure Covenants might adversely affect the transferability and liquidity of the 2025 Bonds and their market prices.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE 2025 BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. A SECONDARY MARKET FOR THE 2025 BONDS, IF ANY, COULD BE LIMITED.

Cybersecurity

The Corporation, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the Corporation is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the Corporation's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage.

The Corporation takes many measures to prevent the unauthorized access of data, systems or networks including multifactor authentication, firewalls, least privilege access permissions and advanced anti-virus solutions. In addition to these measures, the Corporation has monitoring systems that report anomalous activity or traffic to its Security Operations Center. The Corporation restricts protected data to certain segments of the network, such as PCI and other protected data types. End users receive training and are phish tested multiple times annually.

The Corporation experienced a cyber-attack in December 2022, in which a third party gained unauthorized access to the Corporation's internal network system. Upon learning of the unauthorized access, the Corporation investigated and contained the incident, and removed the unauthorized third party from the system. In addition to informing law enforcement, the Corporation engaged forensic security experts to help contain the intrusion and to review impacted records to determine the nature of the data that had been compromised, confirming in the process that the third party did not access any portion of the system affecting actual operations, including train, port, or security operations. The Corporation also worked with outside cybersecurity counsel as it completed all required legal disclosures and notices. While the Corporation has since further hardened its systems to reduce the likelihood of future attacks, no assurances can be given that the Corporation's efforts to manage cyber threats and attacks will be successful or that any such attack will not materially impact the operations or finances of the Corporation.

Labor Market

Completion of the Project and ongoing success of the operation of the Project depends on the availability and retention of sufficient qualified labor. A shortage of qualified labor could have an adverse effect on the Project. If there is insufficient labor for the tourism market generally, the Project could also suffer.

Political Risk

The Passenger Vessel Services Act ("PVSA"), which is closely related to the Jones Act, requires a foreign-flagged ship to make a stop in a foreign port when traveling between two U.S. ports, making the Alaska cruise industry reliant on Canadian ports of call. The imposition and threats of imposition of U.S. tariffs on Canadian goods have resulted in a reduction in cruise bookings from Canada to American destinations, threats made by a Canadian legislator to impose tolls and fees on U.S. commercial vehicles traveling through British Columbia to Alaska and a counter by a US legislator proposing waiver of the [Jones Act] to allow cruise ships to bypass Canadian ports such as Vancouver. These actions have resulted in uncertainty in the west coast cruise markets and have raised the question of risk whether Canada, in response to tariff pressures, could undertake further actions detrimental to the Alaska cruise industry or even result in the closure of or reduction in access to Canadian ports to vessels serving the Alaska cruise market. For example, in 2021, Canada enforced closures of Canadian ports during the Covid pandemic. While federal legislation was passed to temporarily exclude Alaska from the requirements of the PVSA, allowing Alaskan cruise itineraries to continue without stopping in Canada and while precedent strongly suggests that the U.S. government would not allow a political decision by Canada to damage American communities that rely on the cruise industry, no assurances can be given that these actions or further actions detrimental to the Alaska cruise industry undertaken by Canada will not have an adverse effect on cruise traffic to the Port.

COVID-19

The COVID-19 pandemic adversely affected the Corporation in 2020-2021. Cruise line operations in the United States and elsewhere effectively ceased in 2020 due in part to the U.S. Centers for Disease Control and Prevention's ("CDC") No Sail Order and Other Measures Related to Operations, .issued on March 14, 2020, which applied to cruise ships with a capacity of 250 or more (crew and passengers). The No Sail Order, which prohibited cruise ships from operating in the United States, was subsequently extended and amended several times over the course of the year. The No Sail Order also required cruise ship operators to develop plans to prevent, mitigate, and respond to the spread of COVID-19 onboard cruise ships to protect crew and obtain CDC approval for those plans. The No Sail Order was replaced by CDC's Framework for Conditional Sailing Order ("CSO") on October 30, 2020, which was intended to set a path toward re-starting cruise operations in a way that best mitigated the spread of the coronavirus. The CSO was extended to November 1, 2021. On January 15, 2022 compliance with the CSO became optional. As a result of COVID-19 and the cruise line shut down, Alaskan communities lost significant revenue, jobs and general economic activity as a result of the loss of cruises and tourism. These communities range from Ketchikan in southeast Alaska, to Seward, Whittier and Anchorage in central Alaska, and Unalaska to the west.

LEGAL MATTERS

Legal matters incident to the issuance of the 2025 Bonds are subject to the approving opinions of Eckert Seamans Charin & Mellott, LLC, Philadelphia, Pennsylvania, Bond Counsel to the Corporation and by Dorsey & Whitney LLP, Anchorage, Alaska, Special Counsel to the Corporation. The proposed form of the opinion to be delivered by Bond Counsel is attached hereto as Appendix C-1 and the proposed form of the opinion to be delivered by Special Counsel is attached hereto as Appendix C-2. Approval of certain other legal matters will be passed upon for the Corporation by Dorsey & Whitney LLP, Anchorage, Alaska, Special Counsel to the Corporation, and by its Chief Counsel, and for the Underwriters by the Hawkins Delafield & Wood LLP, Sacramento, California, Underwriters' Counsel.

TAX MATTERS

Federal

Exclusion of Interest from Gross Income

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, interest on the 2025 Bonds, including interest in the form of original issue discount, will not be includible in gross income of the holders thereof for federal income tax purposes, except for interest on any 2025 Bond during any period such 2025 Bond is held by a person who is a "substantial user" of the facilities financed by the 2025 Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"), assuming continuing compliance by the Corporation with the requirements of the Code. Interest on the 2025 Bonds is treated as an item of tax preference for purposes of computing the federal alternative minimum tax on individuals.

In rendering its opinion, Bond Counsel has assumed compliance by the Corporation with its covenants contained in the Indenture and its representations in the Tax Compliance Certificate executed by the Corporation on the date of issuance of the 2025 Bonds relating to actions to be taken by the Corporation after issuance of the 2025 Bonds necessary to effect or maintain the exclusion from gross income of interest on the 2025 Bonds for federal income tax purposes. These covenants and representations relate to, inter alia, the use and investment of proceeds of the 2025 Bonds, and the rebate to the United States Department of Treasury of specified arbitrage earnings, if any. Failure to comply with such covenants could result in interest on the 2025 Bonds becoming includible in gross income for federal income tax purposes from the date of issuance of the 2025 Bonds.

The Corporation reserves the right at all times to assert that it is not subject to the provisions of Sections 141 through 150 of the Code by virtue of Section 1207(a)(6)(A) of the federal Railroad Transfer Act and Section 149(c)(2)(C) of the Code.

Original Issue Discount

The initial public offering prices of [certain of the maturities] of the 2025 Bonds ("Discount 2025 Bonds") is less than the principal amount payable on the Discount 2025 Bonds at their respective maturities. The difference between the initial public offering price at which a substantial amount of each of the Discount 2025 Bonds was first sold and the principal amount payable at maturity of such Discount 2025 Bond constitutes original issue discount. The appropriate portion of the original issue discount allocable to the original and each subsequent owner of the 2025 Bonds will be treated for federal income tax purposes as interest not includible in gross income of the holders thereof for federal income tax purposes to the same extent as stated interest on the 2025 Bonds.

Under the Code, original issue discount on the 2025 Bonds accrues on the basis of economic accrual. The basis of an initial purchaser of a 2025 Bond acquired at the initial public offering price of the 2025 Bond will be increased by the amount of such accrued discount.

Purchasers of 2025 Bonds should consult their own tax advisors with respect to the determination for federal income tax purposes of the original issue discount properly accruable with respect to the 2025 Bonds and the tax accounting treatment of accrued interest.

Original Issue Premium

The initial public offering prices of the 2025 Bonds maturing on _____ ("Premium Bonds") are greater than the principal amounts payable on such 2025 Bonds at their respective maturities. Such excess over the amount payable at maturity of a Premium Bond is amortizable bond premium, which is not deductible from gross income for federal income tax purposes. Amortizable bond premium will reduce the owner's tax basis

of a Premium Bond in each year by the amount of amortization for such year, which basis is used to determine, for federal income tax purposes, the amount of gain or loss upon the sale, redemption at maturity or other disposition of a Premium Bond.

Owners of Premium Bonds should consult their own tax advisors with respect to the calculation of the amount of bond premium which will be treated for federal income tax purposes as having amortized for any taxable year (or portion thereof) of the owner and with respect to other federal, state and local tax consequences of owning and disposing of Premium Bonds.

Other Federal Tax Matters

Ownership or disposition of the 2025 Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation: certain S corporations, foreign corporations with branches in the United States, holders of an interest in a financial asset securitization investment trust, property and casualty insurance companies, individuals who otherwise qualify for the earned income credit and taxpayers who have an initial basis in the 2025 Bonds greater or less than the principal amount thereof, individual recipients of Social Security or Railroad Retirement benefits, and taxpayers, including banks, thrift institutions and other financial institutions subject to § 265 of the Code, who may be deemed to have incurred or continued indebtedness to purchase or to carry the 2025 Bonds. In addition, ownership or disposition of the 2025 Bonds may result in other federal tax consequences to "applicable corporations" (within the meaning of Section 59(k) of the Code enacted as part of the Inflation Reduction Act of 2022) for tax years beginning after December 31, 2022, in that interest on the 2025 Bonds may be included in the calculation of the alternative minimum tax imposed on applicable corporations under Section 55(b) of the Code.

Bond Counsel is not rendering any opinion regarding any federal tax matters other than as described under the caption "Exclusion of Interest from Gross Income" above and expressly stated in the form of Bond Counsel opinion included as Appendix C-1 hereto. Prospective purchasers of the 2025 Bonds should consult their independent tax advisors with regard to all federal tax matters.

State of Alaska

In the opinion of Special Counsel, under existing laws, interest on the 2025 Bonds is free from taxation by the State of Alaska (the "State"), except for transfer, estate and inheritance taxes.

Special Counsel is not rendering any opinion as to State tax matters other than those described under the caption "State of Alaska" above and expressly stated in the form of Special Counsel opinion included as Appendix C-2 hereto. Prospective purchasers of the 2025 Bonds should consult their independent tax advisors with regard to all State matters.

Other

The 2025 Bonds and the interest thereon may be subject to state and local taxes in jurisdictions other than the State under applicable state or local tax laws.

Purchasers of the 2025 Bonds should consult their independent tax advisors with regard to all state and local tax matters that may affect them.

MATERIAL LITIGATION

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Corporation, threatened against the Corporation in any way affecting the existence of the Corporation or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the 2025 Bonds, the application of the

proceeds thereof in accordance with the Indenture, or the collection or application of the [Gross][Net] Revenues or other moneys to be pledged to pay the principal of and interest on the 2025 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the 2025 Bonds, the Indenture or any other agreement entered into in connection therewith, or in any way contesting the completeness or accuracy of this Official Statement or the powers of the Corporation or its Board with respect to the 2025 Bonds, or the Indenture or any other agreement entered into in connection therewith.

RATINGS

Standard & Poor's Ratings Service, a Division of The McGraw-Hill Companies has assigned the 2025 Bonds the ratings of ["BBB-"]. Generally, a rating agency bases its rating on the information furnished to it and on investigations, studies and assumptions of its own. There is no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by such rating agency, if, in the judgment of such rating agency, circumstances so warrant. Any such change in or withdrawal of such ratings may have an adverse effect on the market price of the 2025 Bonds.

Such ratings and outlook reflect only the views of the rating agency and any desired explanations of the significance of such ratings can only be obtained from the rating agency furnishing the same.

The Underwriters have no responsibility to bring to the attention of the Beneficial Owners of the Bonds any proposed change in or withdrawal of any rating or to oppose any such revision or withdrawal. The Corporation has not made any undertaking to maintain any particular rating on the 2025 Bonds but has agreed in the Continuing Disclosure Agreement to give notice of changes in the ratings assigned to the 2025 Bonds.

ANNUAL REPORTS

The Corporation's Annual Reports for the fiscal years ended on and before December 31, 2024 included as APPENDIX B to this Official Statement have been audited by KPMG LLP, independent auditors, as stated in their report appearing therein. KPMG LLP, the Corporation's independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. KPMG LLP also has not performed any procedures relating to this Official Statement.

MUNICIPAL ADVISOR

The Corporation has retained PFM Financial Advisors LLC (the "Municipal Advisor"), as Municipal Advisor in connection with the issuance of the 2025 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy or completeness of the information contained in this Official Statement. The Municipal Advisor will act as an independent advisory firm and has registered with the Securities and Exchange Commission as a Municipal Advisor. The Municipal Advisor is not engaged in the business of underwriting, marketing, trading or distributing securities. All or a portion of the Municipal Advisor's compensation is contingent on the sale and delivery of the 2025 Bonds.

UNDERWRITING

The 2025 Bonds are being purchased by BofA Securities, Inc. and Wells Fargo Bank, National Association (the "Underwriters") for offering to the public at a purchase price of $_____ (representing the principal amount of the 2025 Bonds, less an Underwriters' discount of $_____, plus original issue premium of $_____).

BofA Securities, Inc., an underwriter of the 2025 Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, BofA

Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the 2025 Bonds.

[The agreement between the Representative and the Corporation for the sale and purchase of the 2025 Bonds ("Purchase Contract") provides that it shall be a condition to the obligation of the Corporation to sell and deliver the 2025 Bonds to the Underwriters and to the obligation of the Underwriters to purchase the 2025 Bonds that the entire aggregate principal amount of the 2025 Bonds be sold and delivered by the Corporation and that the Underwriters purchase all of the 2025 Bonds. The obligation of the Underwriters to make such purchase is subject to certain terms and conditions in the Purchase Contract. The Underwriters may offer and sell the 2025 Bonds to certain dealers (including dealers depositing the 2025 Bonds into investment trusts) and others at prices lower than the public offering prices or yields stated on the inside cover page hereof. The initial public offering prices may be changed from time to time by the Underwriters without notice.

BofA Securities, Inc. and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. BofA Securities, Inc. and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Corporation for which they received or will receive customary fees and expenses.

In the ordinary course of business of their various business activities, BofA Securities, Inc. and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans [and/or credit default swaps]) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Corporation.]

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the Corporation will enter into a Continuing Disclosure Agreement in substantially the form contained in Appendix E to this Official Statement, pursuant to which it will agree to provide annual reports of specified information and notice of certain events (the "Disclosure Covenants") all as described in the Continuing Disclosure Agreement. The Continuing Disclosure Agreement should be read in its entirety. RCG will not be a party to the Continuing Disclosure Agreement or provide Disclosure Covenants. See "ROYAL CARIBBEAN GROUP" herein.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the Corporation and the purchasers, holders or beneficial owners of any of the 2025 Bonds. All of the summaries of the 2025 Bonds, the Indenture, applicable legislation and other agreements and documents in this Official Statement are qualified in their entirety by reference to the complete provisions of the 2025 Bonds, the Indenture and such applicable legislation, agreements and documents, respectively, and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Corporation for further information in connection therewith.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The Corporation has authorized the distribution of this Official Statement. This Official Statement has been duly executed and delivered by an Authorized Officer of the Corporation on behalf of the Corporation.

ALASKA RAILROAD CORPORATION

By: _____
Authorized Officer

Exhibit "E"

Continuing Disclosure Agreement

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement ("Disclosure Agreement"), dated _____, 2025, is executed and delivered by and between the Alaska Railroad Corporation ("Corporation") and Digital Assurance Certification, L.L.C., as dissemination agent ("Dissemination Agent") in connection with the issuance and sale by the Corporation of its $_____ Cruise Port Revenue Bonds, Series 2025 (the "2025 Bonds").

In consideration of the mutual covenants, promises and agreements contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Definitions

In this Disclosure Agreement and any agreement supplemental hereto (except as otherwise expressly provided for unless the context clearly otherwise requires) terms defined in the recitals hereto shall have such meanings throughout this Disclosure Agreement, and, in addition, the following terms shall have the meanings specified below:

"Annual Report" shall mean any Annual Report provided by the Corporation pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Business Day" or "Business Days" shall mean any day other than a Saturday or Sunday or, in the Corporation, a legal holiday or a day on which banking institutions are authorized by law to close or a day on which the Dissemination Agent is closed.

“Corporation Financial Statements” means the financial statements of all of the Corporation’s activities which are audited each year.

"Disclosure Representative" shall mean the Chief Financial Officer of the Corporation or such other official or employee of the Corporation as the Chief Executive Officer of the Corporation or the Chief Financial Officer of the Corporation shall designate in writing to the Dissemination Agent.

"EMMA" shall mean the Electronic Municipal Market Access System operated by the MSRB.

“Financial Obligation” means “financial obligation” as such term is defined in the Rule.

"Indenture" shall mean the Trust Indenture, dated as of _____, 2025, between the Corporation and the Trustee, as it may be further amended and supplemented from time to time.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Official Statement" shall mean the Official Statement dated _____, 2025, relating to the 2025 Bonds.

"Participating Underwriters" shall mean any of the original underwriters of the 2025 Bonds required to comply with the Rule in connection with their purchase and reoffering of the 2025 Bonds.

"Project Financial Statements" shall mean the statements provided by the Corporation pursuant to Section 4(a)(ii) hereof.

"Registered Owner" or "Registered Owners" shall mean the person or persons in whose name a 2025 Bond is registered on the books of the Corporation maintained by the Trustee in accordance with the Indenture. For so long as the 2025 Bonds shall be registered in the name of the Securities Depository or its nominee, the term "Registered Owner" or "Registered Owners" shall also mean and include, for the purposes of this Disclosure Agreement, the owners of book-entry credits in the 2025 Bonds evidencing an interest in the 2025 Bonds; provided, however, that the Dissemination Agent shall have no obligation to provide notice hereunder to owners of book-entry credits in the 2025 Bonds except those who have filed their names and addresses with the Dissemination Agent for the purposes of receiving notices or giving direction under this Disclosure Agreement.

"Rule" shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, as such Rule may be amended from time to time.

"Securities Depository" shall mean The Depository Trust Company, New York, New York, or its nominee, Cede & Co., or successor thereto appointed pursuant to the Indenture.

"Trustee" shall mean U.S. Bank Trust Company, National Association, and any successor trustee under the Indenture.

All words and terms used in this Disclosure Agreement and not defined above or elsewhere herein shall have the same meanings as set forth in the Indenture.

Section 2. Authorization and Purpose of Disclosure Agreement

This Disclosure Agreement is authorized to be executed and delivered by the Corporation in order to assist the Participating Underwriters in complying with the requirements of the Rule.

Section 3. Provision of Annual Reports

(a) Commencing with the fiscal year ending December 31, 2025, the Disclosure Representative shall file with the Dissemination Agent an Annual Report for the preceding Fiscal Year which is consistent with the requirements of Section 4 of this Disclosure Agreement in sufficient time to enable the Dissemination Agent to comply with the next succeeding sentence. The Annual Report shall be filed with the MSRB by the Dissemination Agent not later than the August 31 following the Fiscal Year to which it relates. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement. The Dissemination Agent shall promptly upon receipt thereof file the Annual Report with the MSRB. The Annual Report

shall contain unaudited Corporation Financial Statements if audited Corporation Financial Statements are not available.

(b) If unaudited Corporation Financial Statements are delivered pursuant to Section 3(a) above, as soon as audited financial statements for the Corporation are available, the Disclosure Representative shall file the audited Corporation Financial Statements with the Dissemination Agent. The Dissemination Agent shall promptly upon receipt thereof file the audited Corporation Financial Statements with the MSRB.

(c) Project Financial Statements in the Annual Report shall be unaudited.

Section 4. Content of Annual Reports

(a) The Corporation's Annual Report shall include the audited Corporation Financial Statements for the Fiscal Year ended on the previous December 31, prepared in accordance with generally accepted accounting principles established by the Governmental Accounting Standards Board, if available, or unaudited Corporation Financial Statements for such Fiscal Year, together with:

(i) supporting schedules containing an update of the historical information contained in the Official Statement in the tables under the caption " TOTAL CRUISE SHIP PASSENGERS TO SEWARD" and “Seward Cruise Operators.”

(ii) a Project Financial Statement that shall include for the Fiscal Year ended on the previous December 31: (a) Gross Revenues, including as separate line items Improvement Fees, SFFCs, Dockage Fees, Liquidated Damages, investment earnings, Improvement Fee Restricted Amount Transfers and SFFC Restricted Amount Transfers, (b) Debt Service Fund deposits/payments, (c) Debt Service Reserve Fund deposits and any transfers to the Debt Service Fund, (d) deposits to and transfers from the Excess Improvement Fee Fund as separate line items, (e) deposits to and transfers from the RCG Improvement Fee Reconciliation Record Subaccount as separate line items, (f) deposits to and transfers from the RCG Service Fee and Facility Charge Reconciliation Record Fund as separate line items, (g) deposits to the Surplus Fund and transfers for operations and maintenance expenses and capital maintenance fund deposits and excess after expenses as separate line items, and (h) debt service coverage in accordance with Section 5.02 of the Indenture. Such financial statement may be unaudited, is not required to comply with generally accepted accounting principles (GAAP) or generally accepted auditing standards (GAAS) and shall be on a cash basis.

(b) If not provided as part of the Annual Report by the date required (as described above under "Provision of Annual Reports"), the Corporation shall provide audited Corporation Financial Statements, when and if available, to the Dissemination Agent to be promptly provided to the MSRB.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Corporation or related public entities, which have been submitted to the MSRB. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Corporation shall clearly identify each such other document so incorporated by reference.

Section 5. Listed Events

(a) The Corporation agrees that it shall provide through the Dissemination Agent, in a timely manner not in excess of ten (10) business days after the occurrence of the event, to the MSRB, notice of any of the following events with respect to the 2025 Bonds (each a "Listed Event"):

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2025 Bonds, or other material events affecting the tax status of the 2025 Bonds;

(vii) Modifications to the rights of holders of the 2025 Bonds, if material;

(viii) Calls of the 2025 Bonds, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the 2025 Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Corporation;

(xiii) The consummation of a merger, consolidation, or acquisition involving the Corporation or the sale of all or substantially all of the assets of the Corporation, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the Corporation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Corporation, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Corporation, any of which reflect financial difficulties.

The foregoing sixteen (16) events are quoted from the Rule.

(b) Whenever the Corporation concludes that a Listed Event has occurred, the Disclosure Representative shall notify the Dissemination Agent in writing of such occurrence, specifying the Listed Event, in sufficient time to enable the Dissemination Agent to comply with Section 5(a) hereof. Such notice shall instruct the Dissemination Agent to file a notice of such occurrence with the MSRB. Upon receipt, the Dissemination Agent shall promptly file such notice with the MSRB. In addition, the Dissemination Agent shall promptly file with the MSRB, notice of any failure by the Corporation or the Dissemination Agent to timely file the Annual Report as provided in Section 3 hereof, including any failure by the Corporation or the Dissemination Agent to provide the Annual Report on or before the date specified in Section 3(a) hereof, such notice to be accompanied by the form annexed hereto as Exhibit "A" and made a part hereof.

(c) Notwithstanding the foregoing, the Dissemination Agent shall, promptly after obtaining actual knowledge of an event listed in clauses (a)(i), (iv), (viii), (ix), (xi) notify the Disclosure Representative of the occurrence of such event and shall, within five (5) Business Days of giving notice to the Disclosure Representative, file notice of such occurrence with the MSRB, unless the Disclosure Representative gives the Dissemination Agent written instructions not to file such notice because the event has not occurred or the event is not a Listed Event within the meaning of the Rule.

(d) The Dissemination Agent shall prepare an affidavit of filing for each notice delivered pursuant to clauses (b) and (c) of this Section 5 and shall deliver such affidavit to the Corporation no later than three (3) Business Days following the date of delivery of such notice.

(e) Upon the return of any completed acknowledgment of a filing, the Dissemination Agent shall prepare an affidavit of receipt specifying the date and hour of receipt of such notice by each recipient to the extent such information has been provided to the Dissemination Agent. Such affidavit of receipt shall be delivered to the Corporation no later than three (3) Business Days following the date of receipt by the Dissemination Agent of the last completed acknowledgment.

(f) For the purposes of the event identified in clause (a)(xii) of this section, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for the Corporation in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Corporation, or if such jurisdiction

has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Corporation.

Section 6. Amendment; Waiver

(a) Notwithstanding any other provision of this Disclosure Agreement, the Corporation and the Dissemination Agent may amend the Disclosure Agreement or waive any of the provisions hereof, provided that no such amendment or waiver shall be executed by the parties hereto or effective unless:

(i) the amendment or waiver is made in writing and in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in identity, nature or status of the Corporation or the governmental operations conducted by the Corporation;

(ii) the Disclosure Agreement, as amended by the amendment or waiver, would have been the written undertaking contemplated by the Rule at the time of original issuance of the 2025 Bonds after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) the amendment or waiver does not materially impair the interests of the Registered Owners of the 2025 Bonds.

(b) Evidence of compliance with the conditions set forth in clause (a) of this Section 6 shall be satisfied by the delivery to the Dissemination Agent of an opinion of counsel having recognized experience and skill in the issuance of municipal securities and federal securities law, acceptable to both the Corporation and the Dissemination Agent, to the effect that the amendment or waiver satisfies the conditions set forth in clauses (a)(i), (ii), and (iii) of this Section 6.

(c) Notice of any amendment or waiver containing an explanation of the reasons therefor shall be given by the Disclosure Representative to the Dissemination Agent upon execution of the amendment or waiver and the Dissemination Agent shall promptly file such notice with the MSRB. The Dissemination Agent shall also send notice of the amendment or waiver to each Registered Owner including owners of book-entry credits in the 2025 Bonds who have filed their names and addresses with the Dissemination Agent.

Section 7. Other Information; Duties of Dissemination Agent

(a) Nothing in this Disclosure Agreement shall preclude the Corporation from disseminating any other information with respect to the Corporation or the 2025 Bonds, using the means of communication provided in this Disclosure Agreement or otherwise, in addition to the Annual Report and the notices of Listed Events specifically provided for herein, nor shall the Corporation be relieved of complying with any applicable law relating to the availability and inspection of public records. Any election by the Corporation to furnish any information not

specifically provided for herein in any notice given pursuant to this Disclosure Agreement or by the means of communication provided for herein shall not be deemed to be an additional contractual undertaking and the Corporation shall have no obligation to furnish such information in any subsequent notice or by the same means of communication.

(b) Nothing in this Disclosure Agreement shall relieve the Dissemination Agent of any of its duties and obligations under any other agreement or in any other capacity.

(c) Except as expressly set forth in this Disclosure Agreement, the Dissemination Agent shall have no responsibility for any continuing disclosure to the Registered Owners or the MSRB.

Section 8. Default

(a) In the event that the Corporation or the Dissemination Agent fails to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Registered Owner of the 2025 Bonds shall have the right, by mandamus, suit, action or proceeding at law or in equity, to compel the Corporation or the Dissemination Agent to perform each and every term, provision and covenant contained in this Disclosure Agreement. The Dissemination Agent shall be under no obligation to take any action in respect of any default hereunder unless it has received the direction in writing to do so by the Registered Owners of at least 25% of the outstanding principal amount of the 2025 Bonds and if, in the Dissemination Agent's opinion, such action may tend to involve expense or liability, unless it is also furnished with indemnity and security for expenses satisfactory to it.

(b) A default under the Disclosure Agreement shall not be or be deemed to be a default under the 2025 Bonds, the Indenture or any other agreement related thereto and the sole remedy in the event of a failure of the Corporation or the Dissemination Agent to comply with the provisions hereof shall be the action to compel performance described in Section 8(a) above.

Section 9. Concerning the Dissemination Agent

(a) The Dissemination Agent accepts and agrees to perform the duties imposed on it by this Disclosure Agreement, but only upon the terms and conditions set forth herein. The Dissemination Agent shall have only such duties in its capacity as are specifically set forth in this Disclosure Agreement. The Dissemination Agent may execute any powers hereunder and perform any duties required of it through attorneys, agents, and other experts, officers, or employees, selected by it and the written advice of such counsel or other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon. The Dissemination Agent shall not be answerable for the default or misconduct of any attorney, agent, expert or employee selected by it with reasonable care. The Dissemination Agent shall not be answerable for the exercise of any discretion or power under this Disclosure Agreement or liable to the Corporation or any other person for actions taken hereunder, except for its own willful misconduct or negligence.

(b) The Corporation shall pay the Dissemination Agent reasonable compensation for its services hereunder, and also all of its reasonable expenses and disbursements, including reasonable fees and expenses of its counsel or other experts, as shall be agreed upon by the

Dissemination Agent and the Corporation. Nothing in this Section 9(b) shall be deemed to constitute a waiver of governmental immunity by the Corporation. The provisions of this paragraph shall survive termination of this Disclosure Agreement

(c) The Dissemination Agent may act on any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Disclosure Agreement; and the Dissemination Agent shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement in the absence of actual notice to the contrary. The Dissemination Agent shall be under no obligation to institute any suit, or to take any action under this Disclosure Agreement, or to enter any appearance or in any way defend in any suit in which it may be made a defendant, or to take any steps in the execution of the duties hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified by the Registered Owners to its satisfaction against any and all costs and expenses, outlays and counsel fees and expenses and other reasonable disbursements, and against all liability; the Dissemination Agent may, nevertheless, begin suit or appear in and defend suit, or do anything else in its judgment proper to be done by it as Dissemination Agent, without indemnity.

Section 10. Term of Disclosure Agreement

This Disclosure Agreement shall terminate (1) upon payment or irrevocable provision for payment in full of the 2025 Bonds, or (2) upon repeal or rescission of Section (b)(5) of the Rule, or (3) upon a final determination that Section (b)(5) of the Rule is invalid or unenforceable.

Section 11. Beneficiaries

This Disclosure Agreement shall inure solely to the benefit of the Corporation, the Dissemination Agent and the Registered Owners from time to time of the 2025 Bonds and nothing herein contained shall confer any right upon any other person.

Section 12. Notices

Any written notice to or demand may be served, presented or made to the persons named below and shall be sufficiently given or filed for all purposes of this Disclosure Agreement if deposited in the United States mail, first class postage prepaid, or in a recognized form of overnight mail, or by telecopy with confirmation of receipt, addressed:

(a) to the Dissemination Agent at:

Digital Assurance Certification LLC
315 East Robinson Street, Suite 300
Orlando, FL 32801
Attention: Shelley Rodgers
Fax: (407) 515-1082

(b) to the Corporation or the Disclosure Representative at:

Alaska Railroad Corporation
327 W. Ship Creek Ave.
Anchorage, AK 99501
Attention: Michelle Maddox, Chief Financial Officer
Phone: 907-265-2664
Email: maddoxm@akrr.com

(c) to the Trustee at:

U.S. Bank Trust Company, National Association
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101
Attention: Thomas Zrust
Phone: 206-344-4687
Email: Thomas.zrust@usbank.com

or such other addresses as may be designated in writing to all parties hereto.

Section 13. No Personal Recourse

No personal recourse shall be had for any claim based on this Disclosure Agreement against any director, officer, or employee, past, present or future, of the Corporation (including without limitation the Disclosure Representative), or of any successor body as such, either directly or through the Corporation or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty otherwise.

Section 14. Controlling Law

This Disclosure Agreement and all matters arising out of or related to this Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

Section 15. Removal and Resignation of Dissemination Agent

(a) The Corporation may discharge the Dissemination Agent by notice in writing mailed postage prepaid to the Dissemination Agent; provided, however, that the Corporation shall provide written notice to the Trustee upon the engagement or discharge of any Dissemination Agent, and shall provide the name, address and telephone number of any successor Dissemination Agent. The Corporation shall cause any successor Dissemination Agent appointed hereunder and any further successors to execute and deliver an acknowledgement of acceptance of the designation and duties of Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Corporation shall be the Dissemination Agent.

(b) The Dissemination Agent may resign and thereby become discharged from its duties as such under this Disclosure Agreement by notice in writing mailed postage prepaid to the Corporation, such resignation to become effective on the later of (i) the tenth (l0th) business day following the Corporation's receipt or notice thereof (or at such different date and time as stated in

such notice) and (ii) the Corporation's appointment of a new Dissemination Agent hereunder or the Corporation's notice to the Dissemination Agent and the Trustee that the Corporation has determined to act itself in such capacity.

Section 16. Filing with EMMA; Other Filings

All filings with the MSRB shall be done through EMMA in an electronic format prescribed by the MSRB and accompanied by identifying data prescribed by the MSRB, or as otherwise specified by the MSRB.

In addition to filings through EMMA, the Dissemination Agent may file any of the information necessary to be filed hereunder with such other electronic filing systems and entities as are approved by the Securities and Exchange Commission (the "SEC") by interpretative letter or "no action" letter for receipt of such information in compliance with the requirements of paragraph (b)(5) of the Rule.

Section 17. Successors and Assigns

All of the covenants, promises and agreements contained in this Disclosure Agreement by or on behalf of the Corporation or by or on behalf of the Dissemination Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 18. Headings for Convenience Only

The descriptive headings in this Disclosure Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 19. Counterparts

This Disclosure Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 20. Entire Agreement

This Disclosure Agreement sets forth the entire understanding and agreement of the Corporation and the Dissemination Agent with respect to the matters herein contemplated and no modification or amendment of or supplement to this Disclosure Agreement shall be valid or effective unless the same is in writing and signed by the parties hereto.

Section 21. Severability

In case any section or provision of this Disclosure Agreement or any covenant, stipulation, obligation, agreement, or action, or any part thereof, made, assumed, entered into or taken under this Disclosure Agreement, or any application thereof, is for any reason held to be illegal or invalid or is at any time inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Disclosure Agreement, or any other covenant,

stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Disclosure Agreement, which shall be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, THE ALASKA RAILROAD CORPORATION, has caused this Disclosure Agreement to be executed by the Chief Financial Officer and DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Dissemination Agent, has caused this Disclosure Agreement to be executed by one of its authorized officers, all as of the day and year first above written.

ALASKA RAILROAD CORPORATION

By:_____
Name: Michelle Maddox
Title: Chief Financial Officer

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Dissemination Agent

By:_____
Name:
Title:

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Corporation: Alaska Railroad Corporation (the "Corporation")

Name of Bond Issue: $_____ Cruise Port Revenue Bonds, Series 2025.

Date of Issuance: _____, 2025.

NOTICE IS HEREBY GIVEN that the Corporation has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated _____, 2025, between the Corporation and Digital Assurance Certification, L.L.C., as dissemination agent.

Dated: _____

Digital Assurance Certification, L.L.C., as
dissemination agent

Exhibit “F”

Interim Loan Documents

and

Security Documents

Direct Lender Agreement-Agreed Draft-Ex. F to Bond Res

DIRECT AGREEMENT

THIS DIRECT AGREEMENT dated as of [_____], 2025 (this "**Direct Agreement**"), is made by and among **ALASKA RAILROAD CORPORATION**, a public corporation of the State of Alaska formed pursuant to Alaska Statutes 42.40 (the "**Railroad**"), **SEWARD COMPANY, LLC**, an Alaska limited liability company (the "**Developer**") and **GOLDMAN SACHS BANK USA**, a New York State-chartered bank (together with its successors in such capacity, the "**Seward Co. Lender**").

RECITALS

A. The Railroad and the Developer have entered into that certain Purchase and Sale, Leasing and Lease Termination Agreement dated as of August 15, 2024 (as amended, the "**Purchase Agreement**") for the Seward Terminal Reserve in Seward, Alaska (the "**Project**");

B. At the request of the Developer to the Railroad, in order to induce Seward Co. Lender, to provide certain financing which financing is necessary for the Developer for the Project, Seward Co. Lender requires certain assurances from the Railroad regarding Seward Co. Lender's rights with respect to the Project in the event of a default by the Developer;

C. In reliance, inter alia, on this Direct Agreement, Seward Co. Lender has agreed to make available such financing facilities for the purpose of financing the Project; and

D. The execution of this Direct Agreement by the Railroad in favor of the Seward Co. Lender is a condition precedent to such financing facilities being made available to the Developer by Seward Co. Lender.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, each of the Railroad, the Developer, and Seward Co. Lender hereby agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following terms have the meanings specified below:

1.1.1 "**Applicable Party**" means the Developer, the Seward Co Lender, a Step-in Party, a Substituted Entity, or other party or assignee under this Direct Agreement, as applicable,

1.1.2 "**Applicable Revenues**" means any revenues generated by the Project in excess of the minimum annual revenue guarantees set forth on Schedule D to the Piers Usage Agreement.

1.1.3 "**Assignment Date**" means the effective date of the assignment of the Piers Usage Agreement by the Railroad to a third party that intends to own and operate the New Facilities following the Railroad's failure to purchase the New Facilities, all in accordance with Section 19(b) of the Piers Usage Agreement.

1.1.4 "**Construction Contract**" means the Modified Agreement Between Developer Owner and Design/Builder on the Basis of a Stipulated Price, dated as of August 2, 2024, between the Developer and the Contractor, as amended.

1.1.5 "**Contract Documents**" means, collectively, the Purchase Agreement and the Ground Lease.

1.1.6 "**Contractor**" means Turnagain Marine Construction Corporation, its successors and assigns.

1.1.7 "**Cruise Line**" Royal Caribbean Cruises LTD. DBA Royal Caribbean Group, its successors and assigns.

1.1.8 "**Cure Period**" means:

i. with respect to a failure set forth in a Railroad Notice to pay Railroad Liquidated Damages, a period starting on the date of the receipt of such Railroad Notice and ending thirty (30) days after the Seward Co. Lender's receipt of such Railroad Notice. For the avoidance of doubt, there shall be only one cure period applicable to all parties under the Purchase Agreement and this Direct Agreement for failure to pay Railroad Liquidated Damages;

ii. with respect to the failure to achieve Substantial Completion by the Initial Scheduled Completion Date set forth in a Railroad Notice, the Substantial Completion Cure Period; and

iii. with respect to an Event of Default or Default set forth in a Railroad Notice, for any other reason than (i) or (ii) above, including that by its nature is not capable of cure unless and until the Step-in Party, Seward Co. Lender or a court receiver has possession or control of the Project, a period starting on the date of the receipt of such Railroad Notice or notice of default under the financing documents and ending on the date that is thirty (30) days following Seward Co. Lender's written notice to the Railroad stating that Seward Co. Lender has elected to no longer pursue the completion of the Project. Notwithstanding the forgoing, the cure period for the failure of the Railroad or an Applicable Party to perform under Sections 1.7.1.1 and 1.7.1.3 of the Purchase Agreement shall be forty-five (45) days, in such case as one cure period applicable to all Applicable Parties under the Purchase Agreement and this Direct Agreement, and no cure period for failure of the Railroad or an Applicable Party to comply with Sections 1.7.1.4 and 7 of the Purchase Agreement.

1.1.9 "**Default**" means any event that has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an Event of Default.

1.1.10 "**Developer**" has the meaning given to it in the Preamble.

1.1.11 "**Direct Agreement**" has the meaning given to it in the Preamble.

1.1.12 "**Drawdown Agreement**" shall mean the Drawdown Agreement, dated ___, 2025, between the Railroad and the Seward Co. Lender.

1.1.13 "**Event of Default**" means any Default of the Developer under the Contract Documents.

1.1.14 "**Ground Lease**" means that certain Ground Lease dated as of August 15, 2024 by and between the Railroad and the Developer.

1.1.15 "**Indenture**" means the Trust Indenture, dated as of _____, 2025, between the Railroad and U.S. Bank Trust Company, National Association, as trustee.

1.1.16 "**Initial Scheduled Completion Date**" means May 15, 2026.

1.1.17 "**Lender Notice**" has the meaning given to it in Section 5.1 below.

1.1.18 "**Lender**" has the meaning given to it in the Preamble.

1.1.19 "**Loan Default**" means any default of the Developer under any of the Loan Documents.

1.1.20 "**Loan Documents**" means, collectively, the documents listed on Schedule B attached hereto.

1.1.21 **"Net Proceeds"** means the proceeds of any Sale less the amount of selling expenses incurred by or on behalf of the seller, including, without limitation, all real estate commissions, closing costs and legal fees and other customary expenses.

1.1.22 "**New Assigned Agreement**" has the meaning given to it in Section 13.2 below.

1.1.23 **"New Facilities"** has the meaning given to such term in the Piers Usage Agreement.

1.1.24 "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

1.1.25 "**Piers Usage Agreement**" means the Piers Usage Agreement, dated August 15, 2024, between the Railroad and the Cruise Line.

1.1.26 "**Project**" has the meaning given to it in the Recitals.

1.1.27 "**Purchase Agreement**" has the meaning given to it in Recital A.

1.1.28 "**Purchase Date**" means the date the Railroad elects to purchase the Project under the Purchase Agreement and pay the net Purchase Price to the Developer or Seward Co. Lender.

1.1.29 "**Purchase Price**" shall have the meaning set forth in the Purchase Agreement.

1.1.30 **"Purchase Price Deposit"** means an amount equal to Twenty Million Dollars ($20,000,000).

1.1.31 "**Railroad Liquidated Damages**" means the liquidated damages payable by Developer to the Railroad pursuant to Section 9.3 of the Purchase Agreement.

1.1.32 "**Railroad Notice**" has the meaning given to it in Section 4.1 below.

1.1.33 "**Railroad**" has the meaning given to it in the Preamble.

1.1.34 "**Required Deposit**" shall have the meaning set forth in the Drawdown Agreement.

1.1.35 "**Sale**" means a sale, conveyance or other transfer of all or any portion of the Project to a third-party purchaser that is not an affiliate of either the Developer or the Seward Co. Lender.

1.1.36 "**Scheduled Completion Date**" means May 15, 2026, as such date may be extended by force majeure under Section 8 of the Purchase Agreement; provided, however, no such extensions for a force majeure event shall extend past the Substantial Completion Cure Period Hard Stop Date.

1.1.37 "**Step-in Date**" has the meaning given to it in Section 8 below.

1.1.38 "**Step-in Notice**" has the meaning given to it in Section 7.1 below.

1.1.39 "**Step-in Party**" has the meaning given to it in Section 7.2 below.

1.1.40 "**Step-in Period**" means the period from and including the Step-in Date until the earliest of:

(i) Purchase Date;

(ii) the Substitution Effective Date;

(iii) the Step-out Date;

(iv) the date of termination of the Contract Documents by the Railroad in accordance with the Contract Documents and this Direct Agreement; and

(v) [mandatory redemption of the 2025 Bonds pursuant to Section 4.02(c)(ii) of the Indenture][1];

(vi) expiration of the applicable Cure Period without cure of the Event of Default to which it relates.

1.1.41 "**Step-out Date**" has the meaning given to it in Section 9 below.

1.1.42 "**Step-out Notice**" has the meaning given to it in Section 9 below.

1.1.43 "**Substantial Completion**" has the meaning set forth in the Purchase Agreement**.**

1.1.44 "**Substantial Completion Cure Period**" means the cure period under the Purchase Agreement and this Direct Agreement commencing on the Scheduled Completion Date and ending on the Substantial Completion Cure Period Termination Date. For the avoidance of doubt, there shall be only one Substantial Completion Cure Period applicable to all parties under the Purchase Agreement and this Direct Agreement.

1.1.45 "**Substantial Completion Cure Period Hard Stop Date**" means the first anniversary of the Initial Scheduled Completion Date (May 15, 2027) as the same may be extended to the second anniversary of the Initial Scheduled Completion Date (May 15, 2028); provided such cure period shall be extended only if (a) the Railroad receives at least forty-five (45) days before the first anniversary of the Initial Scheduled Completion Date an irrevocable written notice from the Developer or Seward Co. Lender stating that the extension of the cure period to May 15, 2028 shall commence on the first anniversary of the Initial Scheduled Completion Date, and (b) the Seward Co. Lender makes the Required Deposit no later than thirty (30) days prior to the first anniversary of the Initial Scheduled Completion Date in accordance with the Drawdown Agreement.

1.1.46 "**Substantial Completion Cure Period Termination Date**" means the earlier of (a) the Substantial Completion Cure Period Hard Stop Date, (b) the date upon which Seward Co. Lender provides written notice to the Railroad that it does not intend to deliver a Step-in

[1] **NTD**: GS needs to review applicable portions of Indenture before confirming this language.

Notice following its receipt of a Lender Notice or a Railroad Notice, or (c) the Step-Out Date.

1.1.47 "**Substitute Accession Agreement**" means the agreement to be entered into by a Substituted Entity pursuant to Section 11.1 below.

1.1.48 "**Substituted Entity**" shall mean any permitted assignee under the Contract Documents (including, without limitation, a Qualified Assignee (as defined in the Ground Lease)).

1.1.49 "**Substitution Effective Date**" has the meaning given to it in Section 11.1 below.

1.1.50 **"Substitution Notice**" has the meaning given to it in Section 10.1 below.

2 REPRESENTATIONS AND WARRANTIES

2.1 The Railroad represents and warrants to Seward Co. Lender that:

(a) The Railroad is a public corporation created pursuant to AS 42.40, and the Railroad has the power and authority to execute and to deliver this Direct Agreement and the Contract Documents, and to perform all of the obligations of the Railroad hereof and thereof.

(b) This Direct Agreement and the Contract Documents have been duly authorized by the Railroad, and this Direct Agreement and each Contract Document constitutes a legal, valid and binding obligation of the Railroad enforceable against the Railroad in accordance with its terms, subject only to the effect of (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The Railroad is not aware of any Event of Default that has not yet been cured, and there exists no event or condition of which the Railroad is aware that would, with the giving of notice or passage of time or both, constitute such Event of Default.

(d) The execution and delivery by the Railroad of this Direct Agreement and each Contract Document, and the performance by the Railroad of its obligations hereunder and thereunder, will not breach any Laws applicable to the Railroad that are valid and in effect on the date of execution and delivery and that would have a material adverse effect on the performance of any of the Railroad's obligations under this Direct Agreement and each Contract Document.

(e) There is no action, suit, proceeding, investigation, or litigation pending, nor, as of the date hereof, has the Railroad received express notice from any person of such person's intent to initiate litigation that challenges or that does or could reasonably be expected to challenge (a) the ability of the Railroad to perform its obligations under this Direct Agreement or any Contract Document; (b) the Railroad's power and authority to execute and deliver this Direct Agreement or any Contract Document or to perform its obligations hereunder or thereunder; (c) the validity or enforceability of this Direct Agreement or any Contract Document; or (d) the authority of the Railroad representative(s) executing this Direct Agreement or any Contract Document.

2.2 Seward Co. Lender represents and warrants to the Railroad that:

(a) Seward Co. Lender is a New York State-chartered bank, duly organized, validly existing and in good standing under the laws of the State of New York, and has all requisite power and authority to conduct, execute, deliver and perform its obligations under this Direct Agreement.

(b) This Direct Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Seward Co. Lender enforceable against Seward Co. Lender in accordance with its terms, except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally.

3 AGREEMENTS; NOTICES TO RAILROAD

3.1 The Railroad acknowledges notice and receipt of the Loan Documents, and, notwithstanding anything in the Contract Documents to the contrary, but in reliance on the Developer's and Seward Co. Lender's representations and warranties, consents to the assignment of and grant of security interest by the Developer to Seward Co. Lender of all of the Developer's interests in the Project pursuant to the terms and provisions of, the Loan Documents (including any such rights, title and interests in, to, or derived from payments made by the Railroad to the Developer thereunder).

3.2 The Railroad agrees that the execution by the Developer and the Railroad of this Direct Agreement and the execution by the Seward Co. Lender and the Developer of the Loan Documents and this Direct Agreement does not constitute an Event of Default by the Developer of the Contract Documents nor would, with the giving of notice or lapse of time or both, constitute an Event of Default by the Developer of the Contract Documents, nor, other than as provided herein, require the consent of the Railroad. By execution of this Direct Agreement, the Railroad hereby consents to the liens granted pursuant to the Loan Documents.

3.3 The Seward Co. Lender shall deliver to the Railroad together with delivery to the Developer or any other Person, every notice of election to sell, notice of sale or other notice under any requirement of Law or of any Loan Document in connection with its exercise of remedies under this Direct Agreement or any other Loan Document.

3.4 Notwithstanding anything to the contrary in the Contract Documents, to the extent the Purchase Agreement is terminated by the Railroad for any reason prior to the Substantial Completion Date (as defined in the Purchase Agreement and subject to the terms of this Direct Agreement), then, upon such termination, the Extended Term (as defined in the Ground Lease) of the Ground Lease shall commence and shall expire on the date that is thirty (30) years from such PSA Termination Date.

3.5 If either the Railroad or an Applicable Party terminates the Purchase Agreement prior to the Substantial Completion Date (subject to the terms of this Direct Agreement) as a result of (A) a default of an Applicable Party under the Purchase Agreement or (B) the Project not achieving Substantial Completion prior to the expiration of the Substantial Completion Cure Period, then, in either case, any subsequent Sale of all or any portion of the Project shall be subject to the terms of this Section 3.5. At closing of any applicable Sale, the Net Proceeds from such Sale shall be held in trust for the benefit of the parties to this Direct Agreement and shall be disbursed as follows: first, to the Seward Co. Lender (or its designee) to fully pay all outstanding obligations of the Developer under the Loan Documents; second, to the Railroad until it receives an amount equal to the Purchase Price Deposit; and last, to the seller of the Project in the applicable Sale. Following the initial Sale of the Project and the disbursements of the Net Proceeds of the Sale as required in this Section 3.5, if the Railroad has not received disbursement of the full Purchase Price Deposit, it shall be entitled to receive fifty percent (50%) of all Applicable Revenues from the Project until such time as the Railroad has received the full amount of the Purchase Price Deposit, in the aggregate. Upon written request of the Railroad, at the time of any Sale of the Project, the purchaser shall acknowledge and agree in

writing to the obligations set forth in this Section 3.5. For the avoidance of doubt, the Railroad shall not be entitled to the payment of the Purchase Price Deposit if the Railroad elects after the Substantial Completion Date not to purchase the Project. This Section 3.5 shall survive the termination of this Direct Agreement.

3.6 Developer and Seward Co. Lender acknowledge and agree that Railroad has no performance obligations under the Purchase Agreement to either the Developer or Seward Co. Lender prior to the procedures set forth in Section 7.1 of the Purchase Agreement.

3.7 Developer and Seward Co. Lender acknowledge and agree that the obligations of a Step-in Party (or Seward Co. Lender if a Step-in Period has not commenced and Seward Co. Lender elects to cure during a Cure Period) shall include all of the Developer's obligations under the Purchase Agreement and shall include, in particular, and any Step-In Party or Seward Co. Lender shall be obligated to, perform the Developer's obligations as set forth in Section 1.7, 1.8 and 7 of the Purchase Agreement to achieve Substantial Completion and Closing (as defined in the Purchase Agreement).

3.8 The Railroad acknowledges and agrees that where the Seward Co. Lender is entitled to exercise remedies under this Direct Agreement, that the Railroad in the alternative may, but shall have no obligation to, cause the termination of any Seward Co. Lender cure rights under this Direct Agreement and the termination of this Direct Agreement, where the Railroad pays the net balance of the Purchase Price set forth in the Purchase Agreement.

3.9 Notwithstanding anything to the contrary in the Contract Documents, if by January 1, 2026 the Railroad has failed to deliver to the Trustee for deposit as provided in the Indenture funds in the amount necessary to pay the net balance of the Purchase Price as set forth in the Purchase Agreement, then the Railroad shall reasonably cooperate with the Seward Co. Lender to arrange alternative financing for repayment of the obligations described in the Loan Document (which alternative financing may be municipal or non-municipal debt). The Developer and Seward Co. Lender acknowledge and agree to the mandatory redemption provisions applicable to the 2025 Bonds as set forth in Section 4.02(c) of the Indenture and further agree that any subsequent issuance of bonds to pay the net Purchase Price of the Project after the mandatory redemption of the 2025 Bonds pursuant to Section 4.02(c) shall be in the absolute discretion of the Railroad.

4 RAILROAD NOTICE OF TERMINATION AND EXERCISE OF REMEDIES

4.1 Except as provided otherwise in Section 12.2 below, the Railroad shall give the Seward Co. Lender written notice (a "**Railroad Notice**") promptly upon giving Notice to the Applicable Party of:

(a) any Default or Event of Default;

(b) failure to pay Railroad Liquidated Damages;

(c) the failure to achieve Substantial Completion by the Scheduled Completion Date;

(d) the Railroad's right to terminate, or the Railroad's election to terminate, any of the Contract Documents.

4.2 A Railroad Notice shall specify:

(a) The unperformed obligations of the Developer under the Contract Documents that are the grounds for termination of the applicable Contract Document, in detail sufficient to enable the Seward Co. Lender to assess the scope and amount of any liability of the Developer resulting therefrom;

(b) To the extent known to the Railroad, all amounts due and payable by the Developer to the Railroad under the Contract Documents, if any, on or before the date of such Railroad Notice and which remain unpaid at such date and the nature of the Developer's obligation to pay such amounts; and

(c) The estimated amount of the Developer's payment obligation to the Railroad that the Railroad reasonably foresees will arise during the applicable Cure Period.

5 LENDER NOTICE; OBLIGATIONS

5.1 The Seward Co. Lender shall give the Railroad written notice (a "**Lender Notice**"), with a copy to the Developer, promptly upon becoming aware of the occurrence of any Loan Default (whether or not a Railroad Notice has been served relating to the same event).

5.2 The Seward Co. Lender shall specify in any Lender Notice the circumstances and nature of the Loan Default to which the Lender Notice relates and, to the extent known at the time of such Lender Notice, what action the Seward Co. Lender intends to take as a result of the Loan Default.

5.3 The Railroad shall, following receipt of a Lender Notice relating to a Loan Default and until further notification from the Seward Co. Lender, pay to an account designated by the Seward Co. Lender in the Lender Notice the net Purchase Price ($117,000,000) if Substantial Completion is achieved . The Seward Co. Lender shall provide to the Railroad the following information: (a) the individual responsible for administering the account, including his or her position, (b) the mailing address of such individual, and (c) the telephone and e-mail address of such individual. Seward Co. Lender acknowledges and agrees that that Railroad's sole payment obligation and liability under the Purchase Agreement is to pay the net Purchase Price ($117,000,000) if Substantial Completion is achieved, Railroad elects to purchase the Project in accordance with the Purchase Agreement and all conditions to the purchase under the Purchase Agreement are met. In no event shall the Railroad be required to pay more that the net Purchase Price regardless of whether such net Purchase Price is sufficient to enable Developer to pay the loan balance under the Loan Documents, or other amount payable thereunder. In the event Railroad Liquidated Damages are due and owing but have not been paid at the time the Railroad elects to purchase the Project in accordance with the Purchase Agreement, such Railroad Liquidated Damages may be netted against the Purchase Price upon such purchase.

5.4 Seward Co. Lender and Developer each acknowledge and agree that the proceeds of the 2025 Bonds, as defined in the Indenture, are required to be held thereunder for the security of the bondholders, until either applied to pay the net Purchase Price after Substantial Completion in accordance with the Purchase Agreement or applied to the mandatory redemption of such 2025 Bonds pursuant to Section 4.02(c) of the Indenture, and for no other purpose, and that Seward Co. Lender and Developer each has no rights in or access to such proceeds or claims thereon or to or on any other funds held under the Indenture , and Seward Co. Lender and Developer each hereby waives, any right to enjoin or otherwise prevent such application of proceeds to the redemption of the 2025 Bonds or exercise any right or remedy or direct the trustee to exercise any right or remedy under the Indenture with respect thereto, whether as bondholder or otherwise.

5.5 The Developer and the Seward Co. Lender agree that any payment made in accordance with Section 5.3 above shall constitute a complete discharge of the Railroad's payment obligations to the Developer. The Railroad shall have the unconditional right to rely upon any Lender Notice purported to be signed and delivered by or for the Seward Co. Lender, without the Railroad obligation or liability to ascertain or investigate its authenticity, truth or accuracy.

5.6 The Seward Co. Lender may provide Notice to the Railroad of any decision to accelerate amounts outstanding under the Loan Documents or to exercise any enforcement remedies under the Loan Documents; provided that the Seward Co. Lender acknowledges that Railroad has no obligation to take any action with

respect thereto and such acceleration or enforcement of remedies shall have no effect on the Railroad's obligation under the Contract Documents or any agreement between or among the parties, which shall remain limited to the obligations as set forth in Section 5.3.

6 LIMITATIONS ON RAILROAD REMEDIES DURING CURE PERIOD

6.1 Prior to the expiration of any applicable Cure Period and for any period during which the Railroad has not delivered a Railroad Notice the Railroad agrees not to (a) terminate or give notice of termination of any of the Contract Documents, or (b) take or support any legal action, whether directly or indirectly, for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of the Developer or for the composition or readjustment of the Developer's debts, or any similar insolvency procedure in relation to the Developer, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator, or similar official for the Developer or for any part of the Project.

6.2 If:

(a) The Seward Co. Lender delivers a Step-in Notice; then, the Railroad shall cease exercising its remedies , if any, for so long as:

(i) The Step-in Party obtains possession or control of the Project from the Developer;

(ii) The Cure Period has not expired; and

(iii) Seward Co. Lender or Step-in Party notifies the Railroad that the Step-in Party stands ready to immediately commence good faith, diligent curative action.

6.3 After delivery of any Seward Co. Lender Notice or during any Cure Period, regardless of whether a Step-in Notice has been delivered, or during any Step-In Period, the Seward Co. Lender shall have the right (but shall have no obligation), at its sole option and discretion with respect to any event described in a Lender Notice, and shall be obligated, during any Cure Period or Step-In Period, to perform or arrange for the performance of any act, duty, or obligation required of the Developer under the Contract Documents, or to cure any default of the Developer thereunder at any time (whether or not an Event of Default has occurred or been declared) and to continue to or cause the Project to be diligently completed, which performance by the Seward Co. Lender shall be accepted by the Railroad in lieu of performance by the Developer and in satisfaction of the Developer's obligations under the Contract Documents (however, reserving the Railroad's rights against the Developer under the Contract Documents). To the extent that any Event of Default of the Developer under the Contract Documents is cured or any payment liabilities or performance obligations of the Developer are performed by the Seward Co. Lender during the Cure Period, such action shall discharge the relevant liabilities or obligations of the Developer to the Railroad.

7 STEP-IN NOTICE

7.1 Upon the issuance of a Lender Notice or a Railroad Notice the Seward Co. Lender may give a written notice (a "**Step-in Notice**") under this Section 7 to the Railroad at any time during the Cure Period in the case of the issuance of a Railroad Notice or at any time following the receipt by the Railroad of a Lender Notice.

7.2 The Seward Co. Lender shall nominate, in the Step-in Notice, (a) the Seward Co. Lender or any of its affiliates, or (b) any other Person approved by the Railroad, which approval shall be given if such Person is approved by the Railroad as a Substituted Entity in accordance with Section 10 below, and the person so

nominated being referred to as the "**Step-in Party**." The Step-in Party may also include the Seward Co. Lender acting in control of the Developer.

7.3 The Railroad shall have the unconditional right to rely upon any Step-in Notice purported to be signed and delivered by or for the Seward Co. Lender, without the Railroad obligation or liability to ascertain or investigate its authenticity, truth or accuracy.

8 RIGHTS AND OBLIGATIONS ON STEP-IN

8.1 On and from the date of the receipt of the Step-in Notice and the approval of the Railroad to the appointment of the Step-in Party if required by Section 7.2 above ("**Step-in Date**") and during the Step-in Period, the Step-in Party shall be entitled to exercise the rights and powers expressed to be assumed by or granted to a Step-in Party under this Direct Agreement. For the avoidance of doubt, the Seward Co. Lender shall be entitled to only one Step-In Period under this Direct Agreement.

8.2 From and after commencement of any applicable Cure Period and during the applicable Step-in Period, the Railroad shall:

(a) not terminate or give Notice terminating any of the Contract Documents during a Cure Period; and

(b) not take or support, without the Seward Co. Lender's consent, any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of the Developer or for the composition or readjustment of the Developer's debts, or any similar insolvency procedure in relation to the Developer, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for the Developer or for any part of the Project.

(c)

8.3 The Railroad, the Seward Co. Lender and the Developer agree that:

(a) the performance of the Step-in Party shall be a good and effective discharge of the Developer's obligations under this Direct Agreement and the Contract Documents, so long as there is complete performance by the Step-in Party under this Direct Agreement and the Contract Documents;

(b) Section [6.3] shall apply to the Step-in Party; any amount of Railroad Liquidated Damages due from the Developer to the Railroad under the Contract Documents or this Direct Agreement as of the Step-in Date, and with respect to which such Step-in Party has been notified of prior to the Step-in Date, shall be paid to the Railroad on the Step-in Date, failing which the Railroad shall be entitled to exercise its rights under the Contract Documents with respect to the amount of Railroad Liquidated Damages so due and unpaid; and

(c) the Developer shall not be relieved from any of its obligations under the Contract Documents, whether arising before or after the Step-in Date, by reason of the Step-in Party exercising the rights provided herein, except to the extent provided in Section 6.3 above and Section 9 below.

9 STEP-OUT

A Step-in Party may, at any time, by giving not less than thirty (30) days' prior written notice ("**Step-out Notice**") to the Railroad specifying a step-out date (the "**Step-Out Date**"), terminate its obligations to the

Railroad under the Contract Documents and this Direct Agreement , in which event such Step-in Party shall be released from all obligations under the Contract Documents and this Direct Agreement , except for any obligation or liability of the Step-in Party arising under the Contract Documents on or before the Step-out Date. The obligations of the Railroad to the Step-in Party under the Contract Documents and this Direct Agreement shall also terminate upon the Step-out Date. If the Step-in Party giving the Step-out Notice is a Substituted Entity that is not the Seward Co. Lender, then such Step-in Party shall be released from all obligations under the Contract Documents and this Direct Agreement arising from and after the Step-out Date and its relinquishment of possession and control of the Project.

10 SUBSTITUTION PROPOSAL BY THE LENDERS

10.1 The Seward Co. Lender may give a notice ("**Substitution Notice**") under this Section 10 in writing to the Railroad at any time:

(a) during any Cure Period;

(b) during any Step-in Period; or

(c) after delivery of a Lender Notice.

10.2 In any Substitution Notice, the Seward Co. Lender shall provide Notice to the Railroad that it intends to designate a Substituted Entity.

10.3 The Seward Co. Lender shall, as soon as practicable, provide to the Railroad the information, evidence and supporting documentation regarding the proposed Substituted Entity and any third party entering into a material subcontract with such Substituted Entity, including:

(a) the name and address of the proposed Substituted Entity;

(b) the names of the proposed Substituted Entity's shareholders or members and the share capital or partnership or membership interests, as the case may be, held by each of them;

(c) the manner in which it is proposed to finance the proposed Substituted Entity in its performance of the balance of the work under the Construction Contract and the extent to which such financing is committed;

(d) copies of the proposed Substituted Entity's most recent financial statements (and if available such financial statements shall be for the last three financial years) or in the case of a newly-formed special purpose company its opening balance sheet;

(e) a copy of the proposed Substituted Entity's formation documents, and other evidence of each of their organization and authority, including organizational documents, resolutions and incumbency certificates;

(f) details of the resources available to the proposed Substituted Entity, and the appropriate qualifications, experience and technical competence available to the proposed Substituted Entity to enable the proposed Substituted Entity to perform the obligations of the Developer under the Contract Documents; and

(g) the names of the proposed Substituted Entity's directors/managers/members and any key personnel who will have responsibility for the day-to-day management of its participation in the Project.

10.4 The Railroad shall not be required to give its approval to the proposed Substituted Entity unless the Substituted Entity is not a permitted assignee under the Contract Documents (including, without limitation, a Qualified Assignee (as defined in the Ground Lease)).

10.5 To the extent the Railroad's approval is required, if the Railroad fails to give its approval within sixty (60) days after the date on which the Railroad has confirmed it has received the information specified in Section 10.3 above with respect to any proposed Substituted Entity, or any extension thereof by mutual agreement of the Railroad and the Seward Co. Lender, then the approval of the Railroad shall be deemed to have been given.

11 SUBSTITUTION

11.1 If the Railroad approves (or is deemed to have approved) a Substitution Notice pursuant to Section 10 above, then the Substituted Entity named therein shall execute a duly completed Substitute Accession Agreement substantially in the form attached hereto as Schedule A and submit it to the Railroad (with a copy thereof to the other parties to this Direct Agreement). The assignment set forth in the Substitute Accession Agreement shall become effective on and from the date on which (a) the Seward Co. Lender or the Substituted Entity lawfully succeeds to the Project through exercise of foreclosure rights and actions on security interests or through transfer from the Developer in lieu of foreclosure, (b) the Railroad receives all payments described in Section 11.4 below, and (c) the Railroad countersigns the Substitute Accession Agreement (the "**Substitution Effective Date**"), or the date that is ten (10) days after the date the Railroad receives the completed Substitute Accession Agreement if the Railroad fails to sign the Substitute Accession Agreement.

11.2 As of the Substitution Effective Date:

(a) such Substituted Entity shall become a party to the Contract Documents and this Direct Agreement in place of the Developer;

(b) all of the Developer's obligations and liabilities under the Contract Documents and under this Direct Agreement arising from and after the Substitution Effective Date shall be immediately and automatically transferred to the Substituted Entity, without release of the Developer from any such obligations and liabilities to the Railroad and from and after the Substitution Effective Date, all references to Developer shall mean and refer to the Substituted Entity. Notwithstanding the foreclosure or other enforcement of any security interest created or perfected by any Loan Document, and notwithstanding occurrence of the Substitution Date, the Developer shall remain liable to the Railroad for the payment of all sums owing to the Railroad under the Contract Documents and for the performance and observance of all of the Developer's covenants and obligations under the Contract Documents and no substitution shall be deemed a waiver by the Railroad of any claims against the Developer;

(c) such Substituted Entity shall exercise and enjoy the rights and perform the obligations of the Developer under the Contract Documents and this Direct Agreement, and

(d) the obligations of the Railroad under the Contract Documents and this Direct Agreement shall inure to such Substituted Entity in place of the Developer, which when such obligations are performed by the Railroad shall be, and be deemed to be, a release by the Developer of its entitlement to such performance.

11.3 The Substituted Entity shall pay to the Railroad within thirty (30) days after the Substitution Effective Date any amount due to the Railroad under the Contract Documents and this Direct Agreement, including but not limited to (a) any outstanding Railroad Liquidated Damages; and (b) the Railroad's

reasonable costs and expenses incurred in connection with (i) the Developer's Event of Default and termination, , and (ii) the approval of the Substituted Entity, all as of the Substitution Effective Date and only those costs and expenses with respect to which such Substituted Entity was provided notice prior to the Substitution Effective Date.

11.4 As of the Substitute Effective Date, the Railroad shall enter into an equivalent direct agreement on substantially the same terms as this Direct Agreement, save that the Developer shall be replaced as a party by the Substituted Entity.

12 GENERAL

12.1 Seward Co. Lender shall have no obligation hereunder to extend credit to the Railroad or any contractor to the Railroad at any time, for any purpose.

12.2 For so long as any amount under the Loan Documents is outstanding, the Railroad shall not, without the prior written consent of the Seward Co. Lender, consent to any assignment, transfer, pledge or hypothecation of the Contract Documents or any interest therein by the Developer, other than as specified in the Contract Documents or this Direct Agreement.

12.3 Under no circumstances (other than with respect to gross negligence or willful misconduct of the Seward Co. Lender) shall the Seward Co. Lender or the Railroad be liable for any and all claims, liabilities, obligations, losses, damages, penalties, costs and expenses that may be imposed on, incurred by, or asserted against the Seward Co. Lender or Railroad at any time or in any way relating to or arising out of the execution, delivery and performance of this Direct Agreement by the Seward Co. Lender and the Railroad. Under no circumstances shall the Seward Co. Lender or Railroad be liable for any indirect, special, consequential or punitive damages for any action it takes pursuant to the authority or directions given under the Loan Documents. For the avoidance of doubt, under no circumstances shall the Seward Co. Lender or Railroad be required to perform any activity related to the construction of the Project including, without limitation, directing or supervising any portion of the construction of the Project. Nothing contained herein shall require the Seward Co. Lender or the Railroad to advance or risk its own funds. The Railroad's sole liability shall be the payment of the net Purchase Price under the Contract Documents upon compliance by the Developer (or any assignee of the Developer) with the provisions of the Contract Documents and this Direct Agreement and the Railroad's determination under the Contract Documents to purchase the Project.

13 TERMINATION

13.1 This Direct Agreement shall remain in effect until the earlier to occur of (a) the Purchase Date, (b) the Assignment Date, (c) termination by the Railroad of Developer's rights under the Purchase Agreement, and (e) any assignment to a Substituted Entity has occurred under Section 11 above provided that the Railroad shall have entered into an equivalent direct agreement on substantially the same terms as this Direct Agreement save that the Developer has been replaced as a party by the Substituted Entity.

13.2 In the event that (i) any of the Contract Documents is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding involving the Developer or (ii) any of the Contract Documents is terminated as a result of any bankruptcy or insolvency proceeding involving the Developer, and if within ninety (90) days after such rejection or termination, the Seward Co. Lender or its designee or assignee shall (with no obligation to do so) request and certify in writing to the Railroad that it intends to (A) perform the obligations of the Developer as and to the extent required under the Contract Documents and (B) cures any outstanding defaults not in a Cure Period (excluding bankruptcy) or undertakes a cure during a Cure Period and cures any failures to pay monies due but unpaid under the Contract Documents including Railroad Liquidated Damages and amounts for antecedent debt owed by the Developer prior to its default, the Railroad shall execute and deliver to the Seward Co. Lender or such designee or assignee a new Purchase Agreement and/or Ground Lease, as applicable (each, a "**New Assigned Agreement**") (and thereafter the

Developer shall be released from its obligations under the applicable Contract Documents and shall cease to be a party thereto). Pursuant to such New Assigned Agreement, the Railroad and the Seward Co. Lender or such designee or assignee shall agree to perform the obligations contemplated to be performed under the original Contract Documents and for the balance of the remaining term and for the obligations and services remaining to be performed under the original Contract Documents. The New Assigned Agreement shall contain the same rights, conditions, agreements, terms, provisions and limitations as the original Contract Documents as amended to account for delays and demonstrable and reasonable losses, costs and damages incurred or to be incurred by the Railroad. Where reasonably possible, the parties will cooperate in good faith so that the New Assigned Agreement shall be delivered as soon as possible after such rejection or termination. If the approval of any such trustee or debtor-in-possession or any regulatory approvals are necessary for the Railroad to enter into or perform under any such New Assigned Agreement, the parties shall reasonably cooperate with the Seward Co. Lender or such designee or assignee in obtaining such approvals as rapidly as reasonably possible. Notwithstanding the generality of the foregoing, the Railroad shall not be required to enter into a New Assigned Agreement unless the Seward Co. Lender or its designee or assignee has the technical and financial capability to perform its obligations under the New Assigned Agreement or, if the Seward Co. Lender or such designee or assignee lacks such technical or financial capability, it has contracted with advisers who possess such technical capability and/or provided a guarantee from an entity that possesses such financial capability. Upon the Railroad's request, the Seward Co. Lender shall promptly provide to the Railroad any information the Railroad may reasonably request regarding the Seward Co. Lender's or its designee's or assignee's, the advisers with whom the Seward Co. Lender or its designee or assignee has contracted, or the entity providing the supporting guarantee, technical or financial capabilities to perform its obligations under the New Assigned Agreement or to support such performance, as applicable.

14 EFFECT OF BREACH

Without prejudice to any rights a party may otherwise have, a breach of this Direct Agreement shall not of itself give rise to a right to terminate the Contract Documents.

15 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Direct Agreement shall be deemed to constitute a partnership or joint venture between the parties hereto. None of the parties shall hold itself out contrary to the terms of this Section 15.

16 REMEDIES CUMULATIVE

No failure or delay by the Railroad or the Seward Co. Lender (or its designee) in exercising any right or power under the Contract Documents or hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The remedies provided herein are cumulative and not exclusive of any remedies provided by law and may be exercised by Seward Co. Lender or any designee, transferee, or permitted assignee thereof from time to time.

17 AMENDMENT AND WAIVER

No amendment, modification or waiver of any provision of this Direct Agreement shall be effective against any party hereto unless the same shall be in writing and signed by the party against whom enforcement is sought, and then such amendment, modification or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

18 RAILROAD LIQUIDATED DAMAGES

Developer and Seward Co. Lender acknowledge and agree as between them that (1) Railroad Liquidated Damages represent a reasonable estimate of Railroad's anticipated damages considering all of the circumstances existing on the date of the execution of Contract Documents and this Direct Agreement, including the relationship of the amounts to the range of harm to Railroad that reasonably could be anticipated; (2) proof of Railroad's actual damages for such losses would be impractical or extremely difficult; and (3) said amounts are compensation for actual injuries that will be suffered by Railroad, and are not a penalty.

19 SUCCESSORS AND ASSIGNS

19.1 No party to this Direct Agreement may assign or transfer any part of its rights or obligations hereunder without the mutual written consent of the other parties, save that the Seward Co. Lender may assign or transfer its rights and obligations hereunder to a successor lender in accordance with the Loan Documents and from and after such transfer Seward Co. Lender shall mean and refer to such assignee or transferee.

19.2 This Direct Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19.3 Railroad acknowledges that Seward Co. Lender may sell or assign all or a portion of the loan to one or more lenders (a "**Syndication**") and in connection therewith, Railroad will take all reasonable actions as Seward Co. Lender may request to assist Seward Co. Lender in its Syndication effort, provided however, that Railroad shall not be required to incur any costs or expenses in connection with such Syndication; provided, further, however, in providing any material to Seward Co. Lender in connection with the Syndication, it is understood that the Railroad is incurring no liability for or making any representations or warranties as to the contents of such information or the accuracy thereof, it being acknowledged by the Seward Co. Lender that it is incumbent on the Seward Co. Lender and each participant in the Syndication to do its own independent due diligence on the loan.

20 COUNTERPARTS

This Direct Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and the parties may execute this Direct Agreement by signing any such counterpart. Transmission by electronic ("**e-mail**") delivery of an executed counterpart of this Direct Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart.

21 SEVERABILITY

If, at any time, any provision of this Direct Agreement is or becomes illegal, invalid or unenforceable, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision will in any way be affected or impaired. The illegal, invalid or unenforceable provision shall be deemed replaced by such provisions as shall be legal, valid and enforceable in the relevant jurisdiction.

22 NOTICES

22.1 Any notice, approval, election, demand, direction, consent, designation, request. agreement, instrument, certificate, report or other communication required or permitted to be given or made under this

Direct Agreement (each, a "**Notice**") to a party must be given in writing (including, where an email address is provided, by email) to each party at the following address:

To the Railroad: [_____]

To the Developer: **[_____]**

To Seward Co. Lender: **[_____]**

A Notice shall be deemed to have been given when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other Person making the delivery. Notwithstanding the foregoing, all Notices received after 5:00 p.m. shall be deemed received on the first Business Day following delivery. For avoidance of doubt, the date of delivery of a Notice initially dispatched by email will be considered to be the date of the email notification during the regular business hours of 8:00 a.m. to 5:00 p.m. to the appropriate Railroad personnel. Facsimile communication of Notice shall not be permitted under this Direct Agreement. Each of the parties will provide Notice to each other in writing of any change of address, such Notice to become effective ten (10) days after dispatch.

23 GOVERNING LAW AND JURISDICTION

23.1 This Direct Agreement shall be governed by, and construed in accordance with, the laws of the State of Alaska applicable to contracts to be performed within such State. The Parties consent to jurisdiction of any Alaska State courts and further consent to venue laid in the Third Judicial District at Anchorage, Alaska.

23.2 Each of the Developer, the Railroad and the Seward Co. Lender irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier, and waives any different statutory requirements for service of process. Nothing in this Direct Agreement will affect the right of any party to serve process in any other manner permitted by law.

23.3 Each of the Railroad, the Developer and the Seward Co. Lender hereby (a) certifies that no representative, agent or attorney of another party has represented, expressly or otherwise, that the other party would, in the event of a proceeding, seek to attack the enforceability of the foregoing waiver, and (b) acknowledges that it has been induced to sign, and to change its position in reliance upon the benefits of, this Direct Agreement by. among other things, the mutual waivers in this Section 22.

23.4 EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into this Direct Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 22.4 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS

RELATING TO THIS AGREEMENT. In the event of litigation, this Direct Agreement may be filed as a written consent to a trial by the court.

24 CONFLICTS

In the event of any irreconcilable conflict or inconsistency between the provisions of this Direct Agreement and the Contract Documents, the provisions of this Direct Agreement shall control and prevail. In the event of any irreconcilable conflict or inconsistency between the provisions of the Loan Documents and this Direct Agreement and the Contract Documents, the provisions of the Contract Documents and this Direct Agreement shall control and prevail.

25 AGREEMENT OF DEVELOPER AND RAILROAD REGARDING PIERS USAGE AGREEMENT

The Developer and the Railroad agree that for the purposes of Section 10.1(b)(v) of the Piers Usage Agreement, the purchase deadline to purchase the New Facilities by the Railroad for the purposes of the Purchase Agreement shall hereby be extended to a date ninety (90) days after the Substantial Completion Date is established pursuant to the Purchase Agreement (as may be extended pursuant to the terms of this Direct Agreement).

26 TERMINATION OF DIRECT AGREEMENT AS TO RAILROAD

Notwithstanding anything in this Direct Agreement to the contrary, except with respect to Section 3.5, this Direct Agreement shall terminate as to the Railroad on the Purchase Date or the Assignment Date.

[Signatures appear on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Direct Agreement to be duly executed by its duly authorized officer as of the date first written above.

RAILROAD:

ALASKA RAILROAD CORPORATION,
a public corporation of the State of Alaska formed pursuant to Alaska Statutes 42.40

By: _____
Name:
Title:

DEVELOPER:

SEWARD COMPANY, LLC,
an Alaska limited liability company

By: _____
Name:
Title:

SEWARD CO. LENDER:

GOLDMAN SACHS BANK USA,
a New York State-chartered bank

By: _____
Name:
Title:

SCHEDULE A
Form of Substitute Accession Agreement

[Date]

To: **[_____]**

From: [**Substituted Entity**]

SEWARD TERMINAL PROJECT:
SUBSTITUTE ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to (i) Purchase and Sale, Leasing and Lease Termination Agreement dated as of August 15, 2024 and (ii) Ground Lease dated as of August 15, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the "**Agreements**") each between the Alaska Railroad Corporation (the "**Railroad**") and Seward Company, LLC (the "**Developer**") and the Direct Agreement, dated as of [_____] (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Direct Agreement**") among the Railroad, the Developer and Goldman Sachs Bank USA (the "**Seward Co. Lender**"). Terms defined in the Direct Agreement and not otherwise defined herein have the respective meanings set forth in or incorporated into in the Direct Agreement.

1. The undersigned ("**we**") hereby confirms that it is a Substituted Entity pursuant to Sections 10 and 11 of the Direct Agreement.

2. We acknowledge and agree that, upon and by reason of our execution of this Substitute Accession Agreement, we will become a party to the Agreements and the Direct Agreement as a Substituted Entity and, accordingly, shall have the rights, powers and obligations of the Developer under the Agreements and the Direct Agreement.

3. All of the conditions to becoming a Substituted Entity under Section 11.2 of the Direct Agreement have been met.

4. We hereby assume all duties, obligations and liabilities of the Developer under the Contract Documents.

5. Our address, fax and telephone number and address for electronic mail for the purpose of receiving notices are as follows:

[contact details of Substituted Entity]

5. This Substitute Accession Agreement shall be governed by, and construed in accordance with the laws of the State of Alaska applicable to contract to be performed within such State.

The terms set forth herein are hereby agreed to:

[Substituted Entity]

By: _____

Name: _____

Title: _____

Accepted:

ALASKA RAILROAD CORPORATION,
a public corporation of the State of Alaska formed pursuant to Alaska Statutes 42.40

By: _____
Name:
Title:

SCHEDULE B

Loan Documents

Drawdown Agreement-Agreed Draft-Ex. F to Bond Res

DRAWDOWN AGREEMENT

THIS DRAWDOWN AGREEMENT dated as of _____ __, 2025 (this "**Drawdown Agreement**"), is made by and between the **ALASKA RAILROAD CORPORATION**, a public corporation of the State of Alaska formed pursuant to Alaska Statutes 42.40 (the "**Railroad**"), and **GOLDMAN SACHS BANK USA**, a New York State-chartered bank (together with its successors in such capacity, the "**Seward Co. Lender**").

RECITALS

A. The Railroad and the Seward Company, LLC, an Alaska limited liability company (the "**Developer**"), have entered into that certain Purchase and Sale, Leasing and Lease Termination Agreement dated as of August 15, 2024 (as amended, the "**Purchase Agreement**") for the new Seward Passenger Dock and Terminal to be constructed in the Alaska Railroad Seward Terminal Reserve in Seward, Alaska (the "**Project**").

B. In order to induce the Seward Co. Lender to provide certain financing necessary for the Project, the Railroad has been requested to issue its 2025 Bonds to finance the Purchase Price of the Project in advance of May 15, 2026, the date set forth in the Purchase Agreement for Substantial Completion of the Project (the "**Initial Scheduled Completion Date**") and the Railroad is willing to do so if the 2025 Bonds can be sold at market prices and interest rates satisfactory to the Railroad.

C. In order to further induce the Seward Co. Lender to provide certain financing necessary for the Project, the Railroad is willing to enter into the Direct Agreement and to amend the Purchase Agreement.

D. In order to further induce the Seward Co. Lender to provide certain financing necessary for the Project, the Railroad is willing to agree to a two-year cure period under the Purchase Agreement and the Direct Agreement in the event the Developer fails to achieve Substantial Completion by the Initial Scheduled Completion Date, as provided in the Purchase Agreement and the Seward Co. Lender complies with the provisions of the Direct Agreement and this Drawdown Agreement.

E. The Railroad is willing to enter into the Direct Agreement, amend the Purchase Agreement and agree to a two-year cure period with respect to any failure to achieve Substantial Completion by the Initial Scheduled Completion Date, but only if interest on the 2025 Bonds for the second year of the two-year cure period is paid to the Trustee for the 2025 Bonds by an Applicable Party pursuant to the terms of this Drawdown Agreement.

F. In reliance on the Direct Agreement, the amendment to the Purchase Agreement and this Drawdown Agreement, Seward Co. Lender has agreed to enter into the Loan Documents for the purpose of financing the Project.

G. NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged by the parties, each of the Railroad and Seward Co. Lender hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In this Drawdown Agreement, the following terms shall have the meanings specified in this Article. Capitalized terms use herein not otherwise defined in this Article shall have the meanings set forth in the Indenture and Direct Agreement.

"**2025 Bonds**" means the Alaska Railroad Corporation Cruise Port Revenue Bonds, Series 2025 issued pursuant to a Trust Indenture between the Railroad and U.S. Bank Trust Company, National Association, which are being issued to finance the Purchase Price for the Project (as more particularly described in the Purchase Agreement).

"**Alternative Financing**" shall mean, any alternative financing obtained by the Railroad pursuant to Section 3.9 of the Direct Agreement.

"**Applicable Party**" shall mean, as applicable, any of (a) the Seward Co. Lender, (b) a Step-in Party, (c) a Substituted Entity, or (d) any third party unrelated to the Developer, unless Developer shall be an Applicable Party, and related or unrelated to the Seward Co. Lender with whom the Seward Co. Lender has entered into an agreement with such third party to make the Required Deposit. An Applicable Party shall include the Developer but only to the extent a Step-in Party, including the Seward Co. Lender, has succeeded by foreclosure to all of the Port of Tomorrow, LLC interests in Developer, as sole member of Developer.

"**Direct Agreement**" shall mean the Direct Agreement, dated as of the date hereof, among the Railroad, the Developer and the Seward Co. Lender.

"**Indenture**" shall mean (i) in connection with the 2025 Bonds, the Trust Indenture, dated following the date hereof, between the Railroad and Trustee, as supplemented and amended; and (ii) in connection with any Alternative Financing, the applicable indenture or credit agreement.

"**Initial Scheduled Completion Date**" has the meaning given to it in the Recitals.

"Loan Documents" shall mean, with respect to the Seward Co. Lender, the Loan Documents as defined in the Direct Agreement and, with respect to any other Applicable Party, any loan documents of such Applicable Party.

"**Project Fund**" shall have the meaning set forth in the Indenture.

"**Required Deposit**" shall mean either (i) to the extent the 2025 Bonds are issued, an amount equal to the interest accruing on the 2025 Bonds from and including May 16, 2027 to and including May 15, 2028, which number shall be provided by the Railroad to the Seward Co. Lender upon the closing of the 2025 Bonds or (ii) to the extent an Alternative Financing is obtained, an amount equal to the interest accruing on the Alternative Financing from and including May 16, 2027 to and including May 15, 2028, which number shall be provided by the Railroad to the

Seward Co. Lender upon the closing of the Alternative Financing. For the avoidance of doubt, if (1) the 2025 Bonds are not issued and (2) an Alternative Financing is not obtained on or before May 16, 2027, then the amount of the Required Deposit shall be zero.

"**Scheduled Completion Date**" means May 15, 2026, as such date may be extended by a force majeure event pursuant to Section 8 of the Purchase Agreement provided, however, no such extensions for a force majeure event shall extend past Substantial Completion Cure Period Hard Stop Date.

"Step-in Party" shall have the meaning set forth in the Direct Agreement.

"**Substantial Completion**" shall have the meaning set forth in Section 1.7.1 of the Purchase Agreement.

"**Substantial Completion Cure Period**" shall have the meaning set forth in the Direct Agreement.

"**Substantial Completion Cure Period Hard Stop Date**" shall have the meaning set forth in the Direct Agreement.

"**Substantial Completion Cure Period Termination Date**" shall have the meaning set forth in the Direct Agreement.

"Substituted Entity" shall have the meaning set forth in the Direct Agreement.

"**Trustee**" means (i) in connection with the 2025 Bonds, U.S. Bank Trust Company, National Association and (ii) in connection with any Alternative Financing, the applicable trustee or lender.

ARTICLE II
PAYMENT AND DEPOSIT

Section 2.01. Substantial Completion Cure Period. The Seward Co. Lender acknowledges and agrees to the Substantial Completion Cure Period, the Substantial Completion Cure Period Hard Stop Date and the Substantial Completion Cure Period Termination Date, all as defined in the Direct Agreement.

Section 2.02. Notice; Payment and Deposit. At the request and for the account of the Developer, the Seward Co. Lender hereby establishes this Drawdown Agreement in favor and for the benefit of the Railroad and the Trustee for the 2025 Bonds. In the event that the Substantial Completion Cure Period has commenced, and upon delivery to the Railroad at least forty-five thirty (45) days before the first anniversary of the Initial Scheduled Completion Date of an irrevocable written notice from the Developer or an Applicable Party stating that the extension of the cure period to May 15, 2028 shall commence on the first anniversary of the Initial Scheduled Completion Date, an Applicable Party shall pay the Required Deposit to the Trustee for the 2025 Bonds or the Alternative Financing, as applicable, no later than thirty (30) days prior to the first anniversary of the Initial Scheduled Completion Date. If such notice is not received by the Railroad or if the Required Deposit is not timely made, as provided in the preceding sentence, the

Substantial Completion Cure Period Hard Stop Date will not be extended to May 15, 2028 and, to the extent Substantial Completion has not been achieved by the applicable Substantial Completion Cure Period Hard Stop Date, the Railroad will have all of its rights under Purchase Agreement, including the right to terminate the Developer's rights pursuant to Section 9.1 thereof notwithstanding anything to the contrary in the Direct Agreement. If the Required Deposit is timely made by an Applicable Party, the Trustee shall deposit the Required Deposit into an applicable account to be applied solely to the payment of interest on the 2025 Bonds or the Alternative Financing, as applicable. While an Applicable Party may characterize the payment of the interest as a draw on the Loan Documents, such payment shall be made whether or not any event of default or event with the passage of time or the giving of notice or both would constitute an event of default under the Loan Documents and irrespective of any bankruptcy or insolvency of the Developer as the borrower under the Loan Documents. An Applicable Party by paying the Required Deposit thereby agrees to the terms and provisions of this Agreement.

Section 2.03. No Railroad Obligation. The Required Deposit is not a loan by any Applicable Party to the Railroad. The Railroad shall have no obligation to repay the Required Deposit to any Applicable Party or to pay interest thereon to the Applicable Party and such Applicable Party shall not undertake and hereby waives right to take any action against the Railroad or the Trustee, its assets or revenues or the proceeds of the 2025 Bonds or the Alternative Financing, as applicable, with respect to the Required Deposit. The Applicable Party agrees that it will look solely to the Developer for the repayment of the Required Deposit and any interest thereon. The Required Deposit shall not be added to or increase the Purchase Price or be offset against any liquidated damages or other amounts payable to the Railroad pursuant to the Purchase Agreement. The Required Deposit and the earnings on the Required Deposit shall be the property of the Railroad and subject to the lien on and security interest of the Indenture.

Section 2.04. Not Acting as Agent. In making the Required Deposit the Applicable Party shall advance its own funds and, unless the Developer shall be an Applicable Party, shall not be acting as agent of the Developer or advancing the Developer's funds on behalf of the Developer.

Section 2.05. Default under Purchase Agreement or Direct Agreement. A default by the Railroad under the Purchase Agreement or Direct Agreement shall not have any effect on this Drawdown Agreement and in such case this Drawdown Agreement shall remain in full force and effect.

ARTICLE III
TERMINATION

Section 3.01. Termination. This Drawdown Agreement shall terminate on the earlier of (a) Developer achieving Substantial Completion prior to the first anniversary of the Initial Scheduled Completion Date, or (b) Substantial Completion Cure Period Termination Date.

ARTICLE IV
MISCELLANEOUS

Section 4.01. Amendment and Waiver. No amendment, modification or waiver of any provision of this Drawdown Agreement shall be effective against any party hereto unless the same shall be in writing and signed by the party against whom enforcement is sought, and then such amendment, modification or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 4.02. Successors and Assigns. No party to this Drawdown Agreement may assign or transfer any part of its rights or obligations hereunder without the consent of the other party, save that the Seward Co. Lender may assign or transfer its rights and obligations hereunder to a successor lender in accordance with the Loan Documents. This Drawdown Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 4.03. Counterparts. This Drawdown Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and the parties may execute this Drawdown Agreement by signing any such counterpart. Transmission by electronic ("e-mail") delivery of an executed counterpart of this Drawdown Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart.

Section 4.04. Severability. If, at any time, any provision of this Drawdown Agreement is or becomes illegal, invalid or unenforceable, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision will in any way be affected or impaired. The illegal, invalid or unenforceable provision shall be deemed replaced by such provisions as shall be legal, valid and enforceable in the relevant jurisdiction.

Section 4.05. Notices. Any notice, approval, election, demand, direction, consent, designation, request. agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Drawdown Agreement (each, a "**Notice**") to a party must be given in writing (including, where an email address is provided, by email) to each party at the following address:

To the Railroad: [_____]

To the Seward Co. Lender: [_____]

A Notice shall be deemed to have been given when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other Person making the delivery. Notwithstanding the foregoing, all Notices received after 5:00 p.m. shall be deemed received on the first Business Day following delivery. For avoidance of doubt, the date of delivery of a Notice initially dispatched by email will be considered to be the date of the email notification during the regular business hours of 8:00 a.m. to 5:00 p.m. to the appropriate Railroad personnel. Facsimile communication of Notice shall not be permitted under this Drawdown Agreement. Each of the

parties will provide Notice to each other in writing of any change of address, such Notice to become effective ten (10) days after dispatch.

Section 4.06. Governing Law and Jurisdiction. This Drawdown Agreement shall be governed by, and construed in accordance with, the laws of the State of Alaska applicable to contracts to be performed within such State. The parties consent to jurisdiction of any Alaska State courts and further consent to venue laid in the Third Judicial District at Anchorage, Alaska. Each of the Railroad and the Seward Co, Lender irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier, and waives any different statutory requirements for service of process. Nothing in this Drawdown Agreement will affect the right of any party to serve process in any other manner permitted by law.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Drawdown Agreement to be duly executed by its duly authorized officer as of the date first written above.

RAILROAD:

ALASKA RAILROAD CORPORATION,
a public corporation of the State of Alaska formed pursuant to Alaska Statutes 42.40

By:_____
Name: William G. O'Leary
Title: President & Chief Executive Officer

SEWARD CO. LENDER:

GOLDMAN SACHS BANK USA,
a New York State-chartered bank

By:_____
Name:
Title:

Ground Lease Amendment-Agreed Draft-Ex. F to Bond Res

Supplement No. 1 to
ARRC Contract No. 21051

AMENDMENT No. 1 TO GROUND LEASE

THIS AMENDMENT No. 1 TO GROUND LEASE (herein called "this Amendment") is made on the day executed by the last signatory hereto, by and between the **ALASKA RAILROAD CORPORATION** (herein called "Lessor"), a public corporation created pursuant to AS 42.40, whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500, and **SEWARD COMPANY, LLC** (herein called "Lessee"), an Alaska limited liability company whose mailing address is 5050 Cordova Street, Suite 100, Anchorage, AK 99503, Attn: Mickey Richardson, CEO.

RECITALS

A. The Lessor is lessor under that certain ground lease between Lessor and Lessee, dated August 15, 2024, ARRC Contract No 21051 (the "Lease"), of real property in the Seward Recording District, Third Judicial District, State of Alaska, as more fully described on the attached Schedule 1 ("Leased Premises"). A memorandum of the Lease was recorded August 16, 2024, as Instrument No. 2024-000565-0 in the records of said recording district.

B. The Lessor and Lessee have entered into the Purchase and Sale, Leasing and Lease Termination Agreement (the "Purchase Agreement"), dated August 15, 2024, which Purchase Agreement granted the Lessor the right to purchase the Project, as defined in Recital B of the Lease.

C. Lessor and Royal Caribbean Cruises LTD. DBA Royal Caribbean Group have entered into a Pier Usage Agreement (the "PUA")", dated August 15, 2024, which may be assigned to the Lessee if the Lessor does not exercise its right to purchase the Project in accordance with the Purchase Agreement.

D. Lessor, Lessee and Goldman Sachs Bank USA (the "Seward Co. Lender") have entered into a Direct Agreement (the "Direct Agreement"), dated _____ __, 2025, in order to induce Seward Co. Lender to provide construction financing to the Lessee to construct the Project.

E. Section 3.5 of the Direct Agreement provides that if the Lessor has not received disbursement of the full Purchase Price Deposit (as defined in the Direct Agreement) pursuant to Section 3.5 of the Direct Agreement, it shall be entitled to receive fifty percent (50%) of all Applicable Revenues, as defined in the Direct Agreement, until such time as the Lessor has received the full amount of the Purchase Price Deposit, in the aggregate.

F. Lessor and Lessee intend by this Amendment to amend the Lease to implement Section 3.5 of the Direct Agreement and to induce Lessor to enter into the Direct Agreement.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, Lessor and Lessee agree as follows:

1. Amendment of Article 1 of the Lease. Article 1 of the Lease shall be amended by adding a new Paragraph 1.09, which shall read as follows:

> 1,09 Ground Lease Subordinate. This Lease shall be subordinate to the Lessor's right to purchase the Project and to terminate this Lease as provided in the Purchase and Sale Agreement, which right shall expire on the earlier of (i) the termination of the Purchase and Sale Agreement by the Lessor prior to the Substantial Completion Date (as defined in the Purchase and Sale Agreement), and (ii) the Assignment Date as defined in the Direct Agreement.

2. Amendment of Article 2 of the Lease. Article 2 of the Lease shall be amended by adding a new subsection C to Paragraph 2.01, which shall read as follows:

> C. During the Extended Term, the Lessee shall pay to the Lessor in each calendar year as additional rent hereunder an amount equal to fifty percent (50%) of all Applicable Revenues, as defined in the Direct Agreement, collected during each calendar year under the Pier Usage Agreement (the "PUA Additional Rent"), until such time as the Lessor shall have received the full amount of the Purchase Price Deposit, net of sale proceeds received by the Lessor pursuant to Section 3.5 of the Direct Agreement. The PUA Additional Rent collected in each calendar year by the Lessor under the Pier Usage Agreement shall be calculated by the Lessee and paid to the Lessor not later than November 1 of each calendar year. The books and records of Lessee regarding the calculation and collection of the PUA Additional Rent shall be subject to audit by the Lessor upon written request to the Lessee. For the avoidance of doubt, if at the beginning of the Extended Term, the Lessor has already received the full amount of the Purchase Price Deposit, no PUA Additional Rent shall be due hereunder.

1.03 Execution and Counterparts. This Amendment is executed in two or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

1.04 Recordation of Amendment. This Amendment shall be recorded in the Seward Recording District.

1.05 Defined Terms. Initially capitalized terms used in this Amendment and not otherwise defined in the Lease shall have the meanings set forth in the Recitals to this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Amendment No. 1 to the Lease.

ALASKA RAILROAD CORPORATION

Dated: _____ By: _____
William G. O'Leary

President & Chief Executive Officer

Dated: _____ By: _____
Christeffal Z. Terry

Vice President, Real Estate

SEWARD COMPANY, LLC

Dated: _____ By: _____

Printed Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by William G. O'Leary, President & Chief Executive Officer of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, on behalf of the corporation.

_____
Notary Public in and for Alaska
My Commission expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Christeffal Z. Terry, Vice President, Real Estate, of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, on behalf of the corporation.

_____
Notary Public in and for Alaska
My Commission expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____day of _____, 2025, by _____, _____ of Seward Company, LLC, an Alaska limited liability company, on behalf of the same.

_____
Notary Public in and for Alaska
My Commission expires: _____

Seward Company, LLC
Lease Contract No.
21051

SCHEDULE 1

LEGAL
DESCRIPTION
(07/08/2024)

Two Lease Parcels located within Government Lot 3, Government Lot 9 and Government Parcel B of US Survey 9000, officially filed in the records of the Bureau of Land Management on February 9, 1988, Alaska Railroad Seward Terminal Reserve, in the Seward Recording District, Third Judicial District State of Alaska, shown on the drawing attached hereto as Exhibit A and made a part hereof, comprising 1,659,274 square feet (38.09 acres), and being more particularly described as follows:

Lease Parcel 1- Upland Lease Area

From the Point of Beginning of Lease Parcel 1 from which the corner monument for Corner 3, Lot 1 of US Survey 9000 is S 71°54'46" W 1,664.90 feet and from which the corner monument for Corner 9, Lot 3 of US Survey 9000 is N 06°11'17"W 2,017.81feet; thence,

N 77°15'09" E	291.22 feet to a point from which the monument for Corner 2 of Lot 3 US Survey 9000 is N 48°45'54" E 1,898.66feet and from which the corner monument for Corner 4 of Lot 3 US Survey 9000 is N 35°30'46" E 1,979.84 feet; thence,
S 10°36'45" E	925.26 feet; to a point on the boundary between Lease Parcel 1and Lease Parcel 2; thence,
S 82°00'20" W	365.12 feet on a line coincident with the boundary for Lease Parcel 2 to a point which is the Point of Beginning for Lease Parcel 2; thence,
N 11°08'44" W	98.89feet; thence,
N 65°07'48" W	46.61 feet; thence,
N 04°41'55" W	390.53feet; thence,
N 26°56'26" W	24.28 feet; thence, to a point from
which N 04°05'52" W	60.01 feet; thence,

N 02°56'01"E 309.01feet;thence, to the Point of Beginning of Lease Parcel 1.

Containing 328,822square feet (7.55 acres).

Lease Parcel 2- Tide and Submerged Lands

From the Point of Beginning of Lease Parcel 2 hereinbefore described,

S 11°08'44" E
N 90°00'00" E
N 11°08'44" W
S 82°00·20" W

2,175.00 feet; thence,
611.51 feet; thence,
2,260.18 feet; thence,
600.84 feet; to the Point of Beginning of Lease Parcel 2.

Containing 1,330,452 square feet (30.54 acres).

Reserving the right for the general public to transit the tide and submerged lands.

Subject to all other pre-existing rights.

For indexing purposes this property is located in the Sec. 3, T. 1S., R. 1W., Seward Meridian.

RECORDERS OFFICE RETURN TO:
ALASKA RAILROAD CORPORATION
ATTN:REAL ESTATE
P.O. BOX 107500
ANCHORAGE, AK 99510-750
State Business - No Charge

PSA Amendment-Agreed Draft-Ex. F to Bond Res

FIRST AMENDMENT TO PURCHASE AND SALE, LEASING AND LEASE TERMINATION AGREEMENT BETWEEN THE SEWARD COMPANY, LLC, AND THE ALASKA RAILROAD CORPORATION RELATING TO A NEW CRUISE PASSENGER DOCK AND TERMINAL LOCATED IN SEWARD, ALASKA

This FIRST AMENDMENT TO PURCHASE AND SALE, LEASING AND LEASE TERMINATION AGREEMENT (this "**Amendment**"), effective as of the date this Amendment is executed by the last signatory hereto (the "**Effective Date**"), is made and entered into by and between SEWARD COMPANY, LLC, an Alaska limited liability company ("**Seller**") and the ALASKA RAILROAD CORPORATION ("**Buyer**"), a public corporation of the State of Alaska formed pursuant to Alaska Statutes 42.40. Seller's mailing address is 5050 Cordova Street, Suite 100, Anchorage, Alaska 99503. Buyer's mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500. When not specifically identified herein, Seller and Buyer are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale, Leasing and Lease Termination Agreement dated as of August 15, 2025 (the "**Purchase Agreement**") pursuant to which, among other things, the Parties agreed to proceed to close a transaction involving the purchase and sale of a new cruise ship passenger terminal and pier facilities and related infrastructure to be constructed by Seller on land owned by Buyer in the Alaska Railroad Seward Terminal Reserve after demolition of the existing passenger terminal and pier facilities (the "**Project**"). Each initially-capitalized term used herein but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement if it occurs therein. Initially capitalized terms used herein and not otherwise defined in the Purchase Agreement or this Amendment shall have the defined meaning given in the Lender Direct Agreement.

B. Seller and Goldman Sachs Bank USA, a New York State-chartered bank ("Seward Co. **Lender**") have negotiated the terms of a Credit Agreement pursuant to which Seward Co. Lender will provide a portion of the financing necessary for the Project by making a loan to Seller (the "**Loan**").

C. As a condition of making the Loan, Seward Co. Lender requires that (i) Buyer and Seller enter into the Lender Direct Agreement with Seward Co. Lender (defined in Section 9.1 as amended herein) pursuant to which Buyer and Seller will provide certain assurances to Seward Co. Lender regarding the Purchase Agreement in the event of a default by Seller under the Purchase Agreement and (ii) Buyer agree to subordinate certain of its rights and remedies against Seller under the Purchase Agreement to Seward Co. Lender's rights and remedies under the Lender Direct Agreement.

D. Seller and Buyer have agreed to amend the Purchase Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Buyer and Seller agree as follows:

1. <u>Amendment to Recital G</u>. The last two sentences of Recital G are deleted in their entirety and replaced with the following:

"If Seller or another Applicable Party, as defined in the Lender Direct Agreement, fails to complete the construction of the New Facilities or fails to transfer ownership of the New Facilities to Buyer when Buyer has performed and stands ready to proceed to Closing, Buyer shall be entitled to repayment in full of the Purchase Price Deposit. Such repayment shall be accomplished as provided in Section 3.5 of the Lender

Direct Agreement. The Parties acknowledge that if the Project is completed pursuant to the terms of the Purchase Agreement and Buyer then proceeds to Closing or obtains a remedy of specific performance of Seller's conveyance of the New Facilities, then Buyer shall not be entitled to a refund of the Purchase Price Deposit."

2. Amendment to Section 1.2. The third sentence of Section 1.2 is deleted in its entirety. The last two sentences of Section 1.2 are deleted in their entirety and replaced with the following:

"In such event, Buyer shall be entitled to repayment in full of the Purchase Price Deposit. Such repayment shall be accomplished as provided in said Section 3.5 of the Lender Direct Agreement. Any such repayment shall be in addition to any and all other remedies available to Buyer under this Agreement under the circumstances to the extent such remedies are not inconsistent with Buyer's recoupment of the Purchase Price Deposit."

3. Amendment to Section 5.6. The paragraph is deleted in its entirety.

4. Amendment to Section 9.1 (Default) of the Purchase Agreement. The first sentence of Section 9.1 is deleted in its entirety and replaced with the following:

> 9.1 **Default**: "Except as otherwise expressly and specifically provided in this Agreement, including but not limited to Section 1.09 (relating to good faith failure of Buyer to obtain financing), and subject in all cases to Seward Co. Lender's rights under that certain Lender Direct Agreement dated as of the Effective Date by and between Seller, Buyer and Seward Co. Lender (the "**Lender Direct Agreement**"), the failure by either Party to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party, where such failure shall continue for a period of ten (10) days after written notice thereof, shall constitute a material default under this Agreement. Notwithstanding the foregoing, if a Party's failure to observe or perform otherwise meeting the foregoing definition of a material default cannot with reasonable diligence be corrected within the above-described 10-day period, such matter shall not be a material default under this Agreement if reasonable and diligent efforts to cure such default are undertaken by the Party within ten (10) days of written notice thereof, such efforts are diligently pursued, and such failure continues for no more than thirty (30) days of the initial written notice, or such longer period as may be mutually agreed to in writing by the Parties. Notwithstanding the foregoing, and without limiting the Buyer's rights under Section 9.3 below, where the default is a failure to reach the Scheduled Completion Date, Seller and/or Seward Co. Lender will have the Substantial Completion Cure Period, subject to the Substantial Completion Cure Period Hard Stop Date, to reach Substantial Completion, but only as expressly and explicitly provided in and subject to the terms of the Lender Direct Agreement. For the avoidance of doubt, any force majeure event asserted after the Initial Substantial Completion Date shall not extend (i) the Substantial Completion Cure Period Hard Stop Date or (ii) the date upon which the Required Deposit is due and owing."

5. Additional Amendment to Section 9.1 (Default) of the Purchase Agreement. Section 9.1 is also amended by removing and replacing the paragraph immediately above clause (a) as follows:

> "In the event of any uncured material default by either Party, the non-defaulting Party **subject to Seward Co. Lender rights under the Lender Direct Agreement,** may at any time thereafter, without notice or demand and without limiting the non-defaulting Party in the exercise of any right or remedy which it may have by reason of such default:"

6. Amendment to Section 9.2 (Remedies) of the Purchase Agreement. Section 9.2 is amended to read as follows:

" 9.2 Remedies. **Subject to Seward Co. Lender rights under the Lender Direct Agreement,** in the event of a breach of this Agreement, and subject to the exception set forth in Section 9.3, the Parties limit their remedies as follows: (i) for failure to deliver and/or terminate a property or property interest at Closing, the sole remedy shall be specific performance; and (ii) with respect to breach of the other provisions of this Agreement and the assertion of money damages arising therefrom, and with the exception of Buyer's right to recover penalties under Subsection 9.3, each Party waives the right to seek consequential, incidental and exemplary damages against the other."

7. Amendment to Section 10.2 (Assignment of Agreement) of the Purchase Agreement. Section 10.2 is amended by adding the following at the end thereof:

"Notwithstanding anything to the contrary in this Agreement, in the event of a material default by Seller, Buyer agrees that so long as the Lender Direct Agreement is outstanding, Buyer shall not assign the Agreement without the prior written consent of Seward Co. Lender in accordance with the Lender Direct Agreement."

8. References to the Purchase Agreement. After giving effect to this Amendment, each reference in the Purchase Agreement to "this Agreement", "hereof", "hereunder" or words of like import referring to the Purchase Agreement shall refer to the Purchase Agreement as amended by this Amendment.

9. Reaffirmation. Except as otherwise expressly amended hereby, all of the terms and provisions of the Purchase Agreement remain unmodified, in full force and effect and are hereby ratified and confirmed. In the event of a conflict between the terms of the Purchase Agreement and this Amendment, the terms of this Amendment shall control.

10. Successors and Assigns. Every covenant, term and provision of this Amendment and the Purchase Agreement as amended hereby will be binding upon and inure to the benefit of the Parties and their respective successors, transferees and assigns.

11. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. Delivery by a Party of a signed counterpart, or an execution page of this Amendment by facsimile transmission or a scanned and emailed photocopy thereof, shall be as effective as delivery by it of a manually signed counterpart of this Agreement.

[Signature Pages Follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the date or dates shown below.

SELLER:

SEWARD COMPANY, LLC

Date Signed: _____ By: _____
Name: _____
Title: _____

[Signatures continue on next page]

BUYER:

ALASKA RAILROAD CORPORATION

Date Signed: _____ By: _____
Name: _____
Title: _____

Date Signed: _____ By: _____
Name: _____
Title: _____

Res. No. 2025-22_Seward Passenger Dock Purchase Price_AFE No. 11293_S-1 FINAL

Adopted:

Resolution No. 2025-22

Relating to Funding of the Purchase of a New Seward Passenger Dock and Terminal (AFE No. 11293 S-1)

WHEREAS, the Alaska Railroad Corporation ("ARRC") is a public corporation and instrumentality of the State of Alaska, organized and established pursuant to the Alaska Railroad Corporation Act, AS 42.40, whose mission includes providing transportation for passengers and freight, operating critical industrial port facilities in Alaska, and promoting the long-term economic growth of the State; and

WHEREAS, ARRC owns and operates a passenger dock in Seward, Alaska and an associated intermodal terminal facility (collectively, the "Existing Facilities"), both constructed in 1966, which together serve cruise ships and other passenger and freight vessels as part of an ARRC owned and operated multi-dock port facility; and

WHEREAS, the Existing Facilities are nearing the end of their useful lives and the cost of maintaining them in a usable state has become prohibitive, necessitating their replacement in the near future in order to continue to serve cruise ships and other vessels, as well as passengers and crew, in a safe manner; and

WHEREAS, on August 1, 2024, the ARRC's Board of Directors approved Resolution No. 2024-19, which authorized for ARRC to enter into certain agreements and to take necessary and appropriate steps to accomplish the construction, purchase and financing of a new Seward Passenger Dock and Terminal ("New Facilities"); and

WHEREAS, one of the agreements authorized by Resolution No. 2024-19 is a Purchase and Sale, Leasing and Lease Termination Agreement (the "PSA") between ARRC and Seward Company, LLC ("Seward Company") under which ARRC would purchase the New Facilities from Seward Company for a guaranteed price of $137,000,000 dollars after the latter constructs them; and

WHEREAS, the PSA obligated ARRC to pay to Seward Company a deposit of $20,000,000 toward the guaranteed purchase price for the New Facilities ("Purchase Price Deposit") at the time the PSA was executed, which funds would be available to Seward Company for construction expenses and which would be credited in full against the guaranteed purchase price at the closing of the transaction; and

WHEREAS, on August 1, 2024, ARRC's Board of Directors also approved Resolution No. 2024-20, which approved AFE No. 11293 authorizing the expenditure of $20,000,000 in ARRC internal funds to fund the Purchase Price Deposit; and

WHEREAS, on August 15, 2024, in addition to executing the PSA and other transaction documents, ARRC paid to Seward Company the $20,000,000 Purchase Price Deposit; and

WHEREAS, assuming that the New Facilities are substantially completed in compliance with Section 1.7 of the PSA, and the occurrence of all other conditions and actions necessary to the closing of the purchase and sale of the New Facilities, payment of the remaining $117,000,000 balance of the guaranteed purchase price ("Purchase Price Balance") will be necessary to complete said purchase and sale transaction.

WHEREAS, AFE No. 11293 S-1 would authorize the expenditure of an additional amount of $117,000,000 to fund the payment of the Purchase Price Balance as described above.

NOW, THEREFORE, BE IT RESOLVED that the ARRC Board of Directors hereby approves AFE No. 11293 S-1 in the amount of $117,000,000, bringing the total amount of AFE No. 11293 to $137,000,000 and hereby authorizes ARRC to pay the Purchase Price Balance to Seward Company upon substantial completion of the New Facilities in compliance with Section 1.7 of the Purchase and Sale, Leasing and Lease Termination Agreement with Seward Company, LLC, and the occurrence of all other conditions and actions necessary to the closing of the purchase and sale transaction set forth therein, and further hereby authorizes the President and CEO, or his designee, to negotiate, finalize and execute all documents necessary to complete said payment.

Alaska Railroad Corporation

Authorization for Expenditure Form

For Accounting Use Only

AFE# 11293 S-1

General Information:	
AFE Title:	**Seward Passenger Dock Replacement**
Prepared By:	**LaFewt Knox**
Resp. Center (Name):	**Docks Operations & Maintenance**
Resp. Center (#):	**8910**
Depreciation Center:	**8910-Dock Ops & Maintenance**
Line of Business:	**Corporate**

Spending Timetable:		
2024	$	20,000,000
2025	$	-
2026	$	117,000,000
2027	$	-
2028	$	-
Total	$	137,000,000

Other Information		
Useful Life (Years):		50
Annual Depreciation:	$	2,740,000
Estimated Annual Operating Costs	$	-

Included in Capital Budget:			
Capital Budget	Year:	2025	Unbudgeted
Total Amount	$		137,000,000
Source of Funding	ARRC	$	137,000,000
Source of Funding		$	-
Source of Funding		$	-
Grant Number	N/A		
Grant Name	N/A		

AFE History:			
	Amount		**Date Prepared**
Original AFE	$	20,000,000	07/12/24
Supplemental #1	$	117,000,000	06/24/25
Supplemental #2	$	-	
Supplemental #3	$	-	
Supplemental #4	$	-	
Supplemental #5	$	-	
Supplemental #6	$	-	
Supplemental #7	$	-	
Total	$	137,000,000	

Required Signatures for Approval:

(if applicable)	Last Name(s) (Print)	Signature	Date
Project Manager:	**LaFewt Knox**		
Responsible Owner:	**Michelle Maddox**	Michelle Maddox	7/1/2025
VP, Owner Department:	**Christy Terry**	Christy Terry	7/2/2025
Functional User(s):	**David Greenhalgh**	David Greenhalgh	7/2/2025
Chief Operating Officer:	**Clark Hopp**		7/2/2025
Grant Administration:	**Christina Isabelle**	**N/A**	
Chief Financial Officer:	**Michelle Maddox**	Michelle Maddox	7/1/2025
Accounting Department:	**Amy Kinnaman**	Amy Kinnaman	7/1/2025
CEO & President:	**Bill O'Leary**	Bill O'Leary	7/1/2025
Board of Directors:	**John Shively**		

*****Original Form Must Be Returned to Accounting*****

Alaska Railroad Corporation

Authorization for Expenditure Form

For Accounting Use Only

AFE# 11293 S-1

Is this project related to health and/or safety?	**Yes**	**If yes describe:**
The Seward Passenger Dock is nearly at the end of its useful life and requires replacement.		

Scope of Work:

Funding request will allow for the timely acquisition of project elements essential in construction of the Seward Passenger Dock. The requested purchase price deposit is necessary for use by Seward Company and its contractors during the construction period strictly for expenses directly related to the project construction. These expenses include but are not limited to material acquisition, equipment and labor expenses associated with the construction of the project.

Interest savings as a result of access to the purchase price deposit funds, during the construction period, shall be available for construction costs which are directly associated with the new Facilities that are not included in the Project under the Construction Contract between Seward Company and its design-builder, provided that add-on is essential to project success and ARRC approval.

Supplemental No.1 increases project funding by $117M to accommodate the purchase and acquisition of the Seward Passenger Dock upon substantial completion of the New Facilities.

ARRC Business Justification

Advanced access to capital funding is required to support the Seward Passenger Dock construction project, which includes the replacement of the Passenger Seward Dock and construction of the new Passenger Facility. The totality of project construction costs will be funded through debt financing by the project's developer, Seward Company, and ARRC equity contribution, partially offset by passenger dock improvement fees. ARRC equity contribution in part is derived from 2022-2025 Seward Passenger Dock revenue. Seward Company requires access to funds prior to the issuance of the debt in order to timely complete project construction schedule.

These funds will support Seward Company’s construction efforts in the form of a purchase price deposit ahead of debt financing. As outlined in the drafted ARRC Seward Purchase and Sale, Leasing and Lease Termination Agreement ("PSA"), the purchase price deposit will be applied toward the Seward Passenger Dock’s purchase price, funds for which will be acquired through the issuance of debt. The $20M will support the acquisition of materials, equipment and other pre-construction costs by Seward Company and its design-builder. This request is considered to be non-discretionary and essential component in the project’s completion. Full terms related to the purchase price deposit are outlined in the PSA.

Supplemental No.1 will facilitate the purchase of the Seward Passenger Dock and Terminal Facility as prescribed in the ARRC Seward Purchase and Sale, Leasing and Lease Termination Agreement ("PSA"). The previously approved $20M purchase price deposit supplemented by the requested $117M, will enable the acquisition of the Seward Passenger Dock for the predetermined purchase price of $137M.

The $20M purchase price deposit approved in AFE No. 11293 has been paid and will be credited against the predetermined purchase price. The additional $117M requested in this supplemental AFE 11293 S-1 will satisfy the remaining unpaid purchase price balance of $117M when construction is substantially completed and the purchase-sale transaction closes.

Alternatives Considered:

No alternatives currently exists that would facilitate an agreement that would support the replacement of the Seward Passenger Dock.

Preliminary Budget:

Line Description	**Amount**
Equipment	$ -
Labor (Fully Burdened)	$ -
Materials	$ -
Contracts	$ 137,000,000
Other Expenses	$ -
Total	$ 137,000,000

Note: All health and/or safety related project(s) should be the highest ranked project(s) in the department.

ALASKA RAILROAD CORPORATION

June 25, 2025

MEMORANDUM

To: All Concerned

From: Clark Hopp, Chief Operating Officer

Subject: Delegation of Authority

I will be out of the office on leave Thursday June 25th thru Monday July 7th. During this time, I delegate my duties and responsibilities as Chief Operating Officer to Brian Lindamood, Vice President and Chief Engineer.

Cc: Accounts Payable
Payroll

Res. No. 2025-23_Seward Passenger Dock Security Enhancements_AFE No. 11378_FINAL

Adopted:

Resolution No. 2025-23

Relating to Funding of Security Enhancements for the New Seward Passenger Dock and Terminal (AFE No. 11378)

WHEREAS, the Alaska Railroad Corporation ("ARRC") owns and operates a passenger dock in Seward, Alaska and an associated intermodal terminal facility (collectively, the "Existing Facilities"), both constructed in 1966, which together serve cruise ships and other passenger and freight vessels as part of an ARRC owned and operated multi-dock port facility; and

WHEREAS, on August 1, 2024, the ARRC's Board of Directors approved Resolution No. 2024-19, which authorized ARRC to enter into certain agreements and to take necessary and appropriate steps to accomplish the construction, purchase and financing of a new Seward Passenger Dock and Terminal ("New Facilities"); and

WHEREAS, one of the agreements authorized by Resolution No. 2024-19 was a Purchase and Sale, Leasing and Lease Termination Agreement (the "PSA") between ARRC and Seward Company, LLC ("Seward Company") under which ARRC would purchase the New Facilities from Seward Company for a guaranteed price of $137,000,000 dollars after the latter constructs them; and

WHEREAS, best security practices for dock and terminal facilities like the New Facilities include but are not limited to the installation of security cameras, keyless entry and public announcement systems (collectively, "Security Enhancements"), which function to enhance maritime security by allowing port managers to track entry to such facilities, to manage access efficiently and to quickly deactivate access when necessary; and

WHEREAS, the current plans for the New Facilities, which are based on Royal Caribbean Group's terminal design standards, do not include the Security Enhancements; and

WHEREAS, the installation of the Security Enhancements will be more efficient and cost-effective if they are installed along with other building components after being incorporated into the design of the New Facilities rather than being installed after construction and purchase of the New Facilities; and

WHEREAS, the guaranteed purchase price of the New Facilities approved by the ARRC Board of Directors in Resolution No. 2024-19 does not include funding for the Security Enhancements; and

WHEREAS, AFE No. 11378 would authorize the expenditure of $950,000 in internal ARRC funds to fund the design and installation of the Security Enhancements during construction of the New Facilities.

NOW, THEREFORE, BE IT RESOLVED that the ARRC Board of Directors hereby finds that the design and installation of the Security Enhancements during planning and construction of the New Facilities will be the most cost-effective means for achieving the appropriate level of maritime security for the operation of the New Facilities. **BE IT FURTHER RESOLVED** that the Board of Directors hereby approves AFE No. 11378 in the amount of $950,000 to fund the design and installation of the Security Enhancements as part of the construction of the New Facilities, and further hereby authorizes the President and CEO, or his designee, to negotiate, finalize and execute all documents necessary to complete such design and installation.

Alaska Railroad Corporation

Authorization for Expenditure Form

For Accounting Use Only

AFE# 11378

General Information:	
AFE Title:	**Seward Terminal Security Enhancements**
Prepared By:	**Shane Maloney**
Resp. Center (Name):	**Dock Operations and Maintenance**
Resp. Center (#):	**8910**
Depreciation Center:	**8910-Dock Ops & Maintenance**
Line of Business:	**Corporate**

Spending Timetable:		
2025	$	950,000
2026	$	-
2027	$	-
2028	$	-
2029	$	-
Total	$	950,000

Other Information		
Useful Life (Years):		15
Annual Depreciation:	$	63,333
Estimated Annual Operating Costs	$	-

Included in Capital Budget:			
Capital Budget	Year:	Unbudgeted 2025	
Total Amount	$		950,000
Source of Funding	ARRC	$	950,000
Source of Funding		$	-
Source of Funding		$	-
Grant Number	N/A		
Grant Name	N/A		

AFE History:			
	Amount		**Date Prepared**
Original AFE	$	950,000	07/01/25
Supplemental #1	$	-	
Supplemental #2	$	-	
Supplemental #3	$	-	
Supplemental #4	$	-	
Supplemental #5	$	-	
Supplemental #6	$	-	
Supplemental #7	$	-	
Total	$	950,000	

Required Signatures for Approval:

(if applicable)	Last Name(s) (Print)	Signature	Date
Project Manager:	**Christy Terry**	Christy Terry	7/2/2025
Responsible Owner:	**Shane Maloney**	Shane Maloney	7/2/2025
VP, Owner Department:	**Christy Terry**	Christy Terry	7/2/2025
Functional User(s):	**Christy Terry**	Christy Terry	7/2/2025
Chief Operating Officer:	**Clark Hopp**		7/2/2025
Grant Administration:	**Christina Isabelle**	**N/A**	
Chief Financial Officer:	**Michelle Maddox**	Michelle Maddox	7/2/2025
Accounting Department:	**Amy Kinnaman**	Amy Kinnaman	7/2/2025
CEO & President:	**Bill O'Leary**	Bill O'Leary	7/2/2025
Board of Directors:	**John Shively**		

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AFE# 11378

Is this project related to health and/or safety?	Yes	If yes describe:

Having the ability to monitor security cameras promotes overall safety and security for passengers and ARRC assets. Having the ability to review security camera footage is invaluable when reviewing security and safety incidents. Additionally, using keyless entry access enhances safety and security measures by controlling access to areas within the terminal within a timely manner. Both of these features greatly enhance Marine Security requirements.

Scope of Work:

This AFE will fund the installation of enhanced security equipment in the new Seward Terminal building. Enhancements will include security cameras and associated cabling and infrastructure, keyless card reader access on all doors, and a public announcement (PA) system. These items were not part of the initial design as the contract states design will be to Royals Caribbean Group's terminal design standards which do not include these items. Best security practices are to install security cameras, keyless entry and PA systems.

ARRC Business Justification:

Best security practices are to install security cameras, keyless entry and PA systems. This approach enhances Maritime Security by allowing us to track entry, manage access efficiently, and quickly deactivate access for individuals, when necessary, rather than relying on retrieving physical keys. Incorporating these enhancements during initial construction is the most efficient and cost-effective approach as these systems can be installed with other building components and incorporated into the design on the building. Accomplishing these upgrades after construction would be disruptive, more costly, and time consuming since installing the cabling and other support infrastructure would require removing and altering drywall and architectural finishes to install the components.

Alternatives Considered:

None

Preliminary Budget:

Line Description	Amount
Equipment	$ -
Labor (Fully Burdened)	$ 5,000
Materials	$ -
Contracts	$ 945,000
Other Expenses	$ -
Total	$ 950,000

Note: All health and/or safety related project(s) should be the highest ranked project(s) in the department.

ALASKA RAILROAD CORPORATION

June 25, 2025

MEMORANDUM

To: All Concerned

From: Clark Hopp, Chief Operating Officer

Subject: Delegation of Authority

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