
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): March 20, 2019

BankGuam Holding Company

(Exact name of registrant as specified in its charter)

Guam
(State or other jurisdiction
of incorporation)

000-54483
(Commission
File Number)

66-0770448
(IRS Employer
Identification No.)

**111 W. Chalan Santo Papa
Hagatna, Guam**
(Address of principal executive offices)

96910
(Zip Code)

Registrant's telephone number, including area code: (671) 472-5300

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of President and Chief Executive Officer

On March 20, 2019, the Board of Directors of BankGuam Holding Company (the “Company”) appointed Joaquin P.L.G. Cook as the President and Chief Executive Officer, as well as the Vice Chairman, of the Company. Mr. Cook has served as the Company’s Interim President and Chief Executive Officer since January 1, 2019. In connection with the appointment, the Company’s subsidiary, Bank of Guam (the “Bank”), entered into an Employment Agreement with Mr. Cook, effective April 1, 2019 and with an expiration date of March 31, 2022. The Employment Agreement provides for, among other things, an annual base salary of \$260,000, with annual CPI adjustments. The Employment Agreement also provides for a quarterly incentive bonus opportunity equal to 2% of the net profits after taxes of the Bank, up to \$250,000 per year. The incentive bonus shall be reduced by 5% to 100% if the Bank does not meet certain objectives, which are set forth in the Employment Agreement, as measured by return on assets, return on equity, level of adversely classified assets to Tier 1 capital and allowance for loan and lease losses, and the Bank’s efficiency ratio. The incentive bonus may also increase by 5% to 22.5% if the Bank exceeds certain objectives, which are set forth in the Employment Agreement, as measured by level of adversely classified assets to Tier 1 capital and allowance for loan and lease losses, and the Bank’s efficiency ratio. The incentive bonus is further subject to a minimum payment of \$50,000 per year. The Employment Agreement also provides certain personal benefits which include (a) a group term life insurance policy in the amount of \$700,000 maintained by the Bank, (b) use of an automobile and compensation for operating expenses, and (c) the right to participate in the Bank’s group health insurance, accident insurance and disability insurance plans. Upon permanent disability, Mr. Cook would receive his base salary adjusted for CPI increases, together with all incentive bonuses, for the remainder of the term of his Employment Agreement. The Employment Agreement also provides for a Survivor Income Plan with a death benefit of \$1,060,606 and a Supplemental Executive Retirement Plan (“SERP”) which pays out for a period of 15 years the amount of \$150,000 per annum after 10 years from the date of the SERP contract, at the Bank’s sole expense and cost. In the event of disability, the Bank is obligated to pay in 180 monthly payments 100% of the accrual balance, as defined in the SERP agreement. The agreements are expected to begin paying out at the executive’s normal retirement date when defined in the SERP agreement on the first day of the month following determination of disability. In the event of a change in control, the Bank is obligated to pay within 60 days of separation 100% of the accrual balance, as defined in the SERP agreement. In addition, in the event of a termination by the executive for “good reason” (as defined in the Employment Agreement) or by the Bank for any reason other than “cause” (as defined in the Employment Agreement), the Employment Agreement provides for continued payment of the amounts that would have been paid under the Employment Agreement for the remainder of the term.

The information required by Item 401 of Regulation S-K is hereby incorporated by reference for Mr. Cook from the Company’s Proxy Statement filed on July 23, 2018, under the heading “Board of Directors – Class III Directors.”

Appointment of Executive Vice President and Chief Operating Officer.

On March 20, 2019, the Board of Directors of the Company appointed Maria Eugenia H. Leon Guerrero as the Executive Vice President and Chief Operating Officer of the Company. Ms. Leon Guerrero has served as the Company’s Executive Vice President of the Company and the Executive Vice President/Retail and Card Services of the Bank since 2016. In connection with the appointment, the Bank entered into an Employment Agreement with Ms. Leon Guerrero, effective April 1, 2019 and with an expiration date of March 31, 2022. The Employment Agreement provides for, among other things, an annual base salary of \$250,000, with annual CPI adjustments. The Employment Agreement also provides for a quarterly incentive bonus opportunity equal to 2% of the net profits after taxes of the Bank, up to \$250,000 per year. The incentive bonus shall be reduced by 5% to 100% if the Bank does not meet certain objectives, which are set forth in the Employment Agreement, as measured by return on assets, return on equity, level of adversely classified assets to Tier 1 capital and allowance for loan and lease losses, and the Bank’s efficiency ratio. The incentive bonus may also increase by 5% to 22.5% if the Bank exceeds certain objectives, which are set forth in the Employment Agreement, as measured by level of adversely classified assets to Tier 1 capital and allowance for loan and lease losses, and the Bank’s efficiency ratio. The incentive bonus is further subject to a minimum payment of \$50,000 per year. The Employment Agreement also provides for certain other personal benefits including (a) a group term life insurance policy in the amount of \$700,000 maintained by the Bank, (b) use of an automobile and compensation for operating expenses, and (c) the right to participate in the Bank’s group health insurance, accident insurance and disability insurance plans. Upon disability, Ms. Leon Guerrero would receive her base salary, adjusted for the CPI increases, together with all incentive bonuses for the remainder of the term of her Employment Agreement. The Employment Agreement also provides for a Survivor Income Plan with a death benefit of \$1,060,606 and a SERP which pays out for a period of 15 years the amount of \$100,000 per annum after 10 years from the date of the SERP contract, at the Bank’s sole expense and cost. In the event of disability, the Bank is obligated to pay in 180 monthly payments 100% of the accrual balance, as defined in the SERP agreement. The agreements are expected to begin paying out at the executive’s normal retirement date when defined in the SERP agreement on the first day of the month following determination of disability. In the event of a change in control, the Bank is obligated to pay within 60 days of separation 100% of the accrual balance, as defined in the SERP agreement. In addition, in the event of a termination by the executive for “good reason” (as defined in the Employment Agreement) or by the Bank for any reason other than “cause” (as defined in the Employment Agreement), the Employment Agreement provides for continued payment of the amounts that would have been paid under the Employment Agreement for the remainder of the term.

Maria Eugenia H. Leon Guerrero, age 39, was appointed to the Board of the Company and the Bank in February 2019. Prior to her appointment as the Executive Vice President and Chief Operating Officer of the Bank, she was the Executive Vice President/Retail and Card Services of the Bank and the Executive Vice President of the Company. She joined the Bank in 2009 and held several positions such as Director of Card Services, Six Sigma Champion and Strategic Planning Officer, and Credit Officer. In 2017 she graduated from the Pacific Coast Banking School. She is the daughter of the late Anthony A. Leon Guerrero, who was the President and Chief Executive Officer of the Bank from 1992 to 2005. She is also the first cousin of Mr. Cook.

Appointment of Chairman of the Board of the Company and the Bank.

On March 20, 2019, the Board of Directors of the Company appointed William D. Leon Guerrero as the Chairman of the Board of Directors of the Company and the Bank. Mr. Leon Guerrero had served as the Vice Chairman, Executive Vice President and Chief Operating Officer of the Company since the Company was organized in 2011, and as the Executive Vice President and Chief Operating Officer of the Bank since 1992. In connection with the appointment, the Bank entered into an Employment Agreement with Mr. Leon Guerrero, effective April 1, 2019 and with an expiration date of March 31, 2022. The Employment Agreement provides for, among other things, the payment of an annual base salary of \$300,000 with annual CPI adjustments. The Employment Agreement also provides for a quarterly incentive bonus opportunity equal to 2% of the net profits after taxes of the Bank, up to or \$250,000 per year. The incentive bonus shall be reduced by 5% to 100% if the Bank does not meet certain objectives, which are set forth in the Employment Agreement, as measured by return on assets, return on equity, level of adversely classified assets to Tier 1 capital and allowance for loan and lease losses, and the Bank's efficiency ratio. The incentive bonus may also increase by 5% to 22.5% if the Bank exceeds certain objectives, which are set forth in the Employment Agreement, as measured by level of adversely classified assets to Tier 1 capital and allowance for loan and lease losses, and the Bank's efficiency ratio. The incentive bonus is further subject to a minimum payment of \$50,000 per year. The Employment Agreement also provides for certain other personal benefits including (a) a group term life insurance policy in the amount of \$700,000 maintained by the Bank, (b) use of an automobile and compensation for operating expenses, and (c) the right to participate in the Bank's group health insurance, accident insurance and disability insurance plans. Upon disability, Mr. Leon Guerrero would receive his base salary, adjusted for the CPI increases, together with all incentive bonuses for the remainder of the term of the Employment Agreement. The Employment Agreement also provides a Survivor Income Plan with a death benefit of \$1,060,606 and a SERP which pays out for a period of 15 years the amount of \$150,000 per annum after 10 years from the date of the SERP contract, at the Bank's sole expense and cost. In the event of disability, the Bank is obligated to pay in 180 monthly payments 100% of the accrual balance, as defined in the SERP agreement. The agreements are expected to begin paying out at the executive's normal retirement date when defined in the SERP agreement on the first day of the month following determination of disability. In the event of a change in control, the Bank is obligated to pay within 60 days of separation 100% of the accrual balance, as defined in the SERP agreement. In addition, in the event of a termination by the executive for "good reason" (as defined in the Employment Agreement) or by the Bank for any reason other than "cause" (as defined in the Employment Agreement), the Employment Agreement provides for continued payment of the amounts that would have been paid under the Employment Agreement for the remainder of the term.

The information required by Item 401 of Regulation S-K is hereby incorporated by reference for Mr. Leon Guerrero from the Company's Proxy Statement filed on July 23, 2018, under the heading "Board of Directors – Nominees for Directors."

It is anticipated that the Board of Directors of the BankGuam Investment Services ("BGIS") will appoint Mr. Cook as the Chief Executive Officer and President of BGIS, Ms. Leon Guerrero as the Executive Vice President and Chief Operating Officer of BGIS and Mr. Leon Guerrero as the Chairman of the Board of BGIS at their next regularly scheduled Board meetings.

The Bank has had and expects to have banking transactions in the ordinary course of business with many of the directors and executive officers of the Bank (and their associates), on substantially the same terms (including interest rates, collateral and repayment terms) as those prevailing at the time for comparable loans with persons not related to the Company. During 2018, no loan to any director or executive officer of the Company (or their associates) involved more than the normal risk of collectability or presented other unfavorable features.

Loans made by the Bank to directors and executive officers are subject to the requirements of Regulation O of the Board of Governors of the Federal Reserve System. Regulation O requires, among other things, prior approval of the Board of Directors with any "interested" director not participating and dollar limitations on amounts of certain loans, and prohibits any favorable treatment being extended to any director or executive officer in any of the Bank's lending matters. To the best knowledge of the Company, Regulation O has been complied with in its entirety.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit</u>
99.1	<u>Press Release dated March 21, 2019.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, we have duly caused this Report to be signed on our behalf by the undersigned thereunto duly authorized.

Date: March 26, 2019

BankGuam Holding Company

By: /s/ Joaquin P.L.G. Cook
Joaquin P.L.G. Cook
President and Chief Executive Officer



BANKGUAM HOLDING COMPANY

P.O. Box BW • Hagåtña, Guam 96932

Tel: (671) 472-5271

PRESS RELEASE

BANKGUAM HOLDING COMPANY ANNOUNCES EXECUTIVE TEAM

March 21, 2019, Hagatna, Guam. The Board of Directors of BankGuam Holding Company announced the following appointments to its Executive Team of the Holding Company and the Bank:

Joaquin P.L.G. Cook was appointed as the President and Chief Executive Officer and Vice Chair of the Board of Directors. With the Bank since 2001, Mr. Cook completed the Bank's management training and was then assigned to the Bank's credit department serving as a loan officer for three years. In 2004, Cook then attended and graduated from the University of San Diego Business School, returning in 2006 to join the Bank's Commercial Banking Group. In 2009, Cook was named Assistant Vice President/Upper Tumon Branch before being promoted to Vice President/Compliance Department Manager in 2011. He was named Executive Vice President/Chief Sales and Service Officer in 2015 and was named Interim President and Chief Executive Officer in 2018. Cook serves on the boards of IP&E Holdings, LLC, ASC Trust, LLC and the Pacific Coast School of Banking, as well as the St. John's School Board of Trustees and Make-A-Wish Foundation.

Mr. Cook is a graduate of St. John's School and obtained his undergraduate degree from the University of California, San Diego. He earned his Masters of Business Administration degree from the University of San Diego and is a graduate the Pacific Coast School of Banking.

Maria Eugenia Leon Guerrero was appointed as Executive Vice President/Chief Operating Officer. She began her career with Bank of Guam in 2009 as a Management Trainee, and has held the position of Commercial Credit Officer, Six Sigma Champion and Strategic Planning Officer and Director of Card Services before being appointed Executive Vice President/Retail and Card Services in 2016, overseeing the Bank's branch network, E-Banking and Card Services.

A graduate of the University of Washington (B.A., International Studies), the Foster School of Business at the University of Washington (Master of Business Administration) and the Pacific Coast Banking School, Maria is also a certified Project Management Professional. She serves as the current Chair for the Guam Foundation for Public Education, and is the Vice Chair for Teach Money, Inc. and Treasurer of Sanctuary Incorporated of Guam.

William D. Leon Guerrero is the new Chairman of the Board of the Holding Company and the Bank of Guam. With the Bank since 1985, Leon Guerrero was previously Executive Vice President / Chief Operating Officer. He is a graduate of Father Duenas Memorial School and obtained a Bachelor of Science degree from Santa Clara University. He is also a graduate of Pacific Coast Banking School. Leon Guerrero previously served on Guam's Banking board and the University of Guam Board of Regents.

Joaquin P.L.G. Cook commented, "Maria and I are grateful for the vote of confidence that the Board has placed in us as young leaders. The transition process has been thoughtful and productive, and we are excited and proud for the opportunity to continue the legacy of my grandfather, our founder. The new leadership team has the energy, knowledge and drive to reach new heights as we usher in a multitude of changes in our industry and our community."

CONTACT: BankGuam Holding Company
William D. Leon Guerrero, Board Chair
(671) 472-5273