

**ALL DEPOSITORIES, NOMINEES, BROKERS AND OTHERS:
PLEASE FACILITATE THE TRANSMISSION OF THIS NOTICE
TO ALL BENEFICIAL OWNERS. ADDITIONAL COPIES OF
THIS NOTICE ARE AVAILABLE FOR THIS PURPOSE UPON
REQUEST AT THE ADDRESS SET FORTH BELOW.**

**NOTICE OF
FIFTH AMENDMENT TO
RESTRUCTURING SUPPORT AGREEMENT**

**TO THE HOLDERS (THE "HOLDERS") OF
GOVERNMENT DEVELOPMENT BANK FOR PUERTO RICO
SENIOR NOTES
(THE "NOTES")**

Affected CUSIP Nos.: See Appendix A*

Ladies and Gentlemen:

Wilmington Trust, N.A., is the successor trustee (the "Trustee") under that certain indenture dated as of February 17, 2006 (the "Base Indenture") by and among the Trustee and the Government Development Bank for Puerto Rico ("GDB" or the "Bank"), a public corporation and government instrumentality for the Commonwealth of Puerto Rico (the "Commonwealth"). The Notes were issued pursuant to the Base Indenture, as supplemented by those certain supplemental indentures relating to each series of Notes (the Base Indenture, as so supplemented, the "Indenture"). Capitalized terms used but not defined herein have the respective meanings given to them in the Indenture (defined herein).

Events of Default

As set forth in the Trustee's prior notices, various Events of Default have occurred and are continuing with respect to the Notes. Payment on the Notes remains subject to a moratorium imposed by certain Executive Orders issued by the Governor of Puerto Rico beginning in April 2016.

PROMESA Oversight Board

As you were previously notified, on June 30, 2016, former President Obama signed the Puerto Rico Oversight, Management and Economic Stability Act ("PROMESA") into law. Among other measures, PROMESA mandates the creation of a seven-member Finance Oversight and Management Board (the "Oversight Board"), tasked with managing Puerto Rico's debt

restructuring. On August 31, 2016, former President Obama announced appointment of the seven (7) members of the Oversight Board.

GDB Restructuring Support Agreement, Prior Amendments Thereto and Implementing Legislation

As you were previously notified, on May 15, 2017, GDB, the Puerto Rico Fiscal Agency and Financial Advisory Authority (“AAFAF”)¹ and certain holders of the Notes entered into a Restructuring Support Agreement (the “RSA”) pursuant to which the parties have agreed to undertake a financial restructuring of GDB (the “Proposed Restructuring”) on the terms and conditions set forth in a Restructuring Term Sheet attached to the RSA (the “Term Sheet”). The parties to the RSA intend for the Proposed Restructuring to be effected through a Qualifying Modification pursuant to Title VI of PROMESA, which provides a mechanism for a territorial issuer and its creditors to effect a voluntary restructuring of the issuer’s bond debt.

As you were also previously notified, on June 19, 2017, GDB and AAFAF announced that parties representing over 50% of GDB’s Participating Bond Claims (as defined in the Term Sheet) had signed the RSA and that the RSA had become effective pursuant to its terms on May 17, 2017.

The Oversight Board conditionally certified the RSA as a Qualifying Modification pursuant to Section 602(g) of PROMESA on July 14, 2017 and authorized GDB to pursue the Proposed Restructuring under Title VI of PROMESA. During a special legislative session in August 2017, the Puerto Rico Legislative Assembly passed legislation to implement the Proposed Restructuring (the “GDB Restructuring Act”).

As you were previously notified, on October 20, 2017, AAFAF and GDB entered into a First Amendment to the RSA (the “First Amendment”), extending by sixty (60) days certain milestones in the RSA, including the deadline to complete solicitation of the Qualifying Modification and the deadline for entry of an order approving the Qualifying Modification by the U.S. District Court for the District of Puerto Rico (the “U.S. District Court”). As you were also previously notified, AAFAF and GDB entered into a Second Amendment to the RSA dated as of December 15, 2017 (the “Second Amendment”), extending by an additional ninety (90) days the RSA deadlines for completing solicitation of the Qualifying Modification and for entry of an order approving the Qualifying Modification by the U.S. District Court.

As you were also previously notified, on March 27, 2018, AAFAF and GDB released a draft Fourth Amendment to the RSA (the “Fourth Amendment”) extending the milestones for completing solicitation of the Qualifying Modification and for entry of an approval order by the U.S. District Court to June 8, 2018 and June 28, 2018, respectively, and attaching a revised Restructuring Term Sheet. On April 9, 2017, AAFAF and GDB announced that the requisite number of holders of Participating Bond Claims (as defined in the revised Restructuring Term

¹ Pursuant to Act 2-2017, AAFAF has been given the sole responsibility to renegotiate, restructure and/or reach an agreement with creditors on all or part of the debt issued by any government instrumentality of the Commonwealth.

Sheet) had signed the Fourth Amendment and that the Fourth Amendment had become effective pursuant to its terms on April 6, 2018.

Copies of the First Amendment, Second Amendment and Fourth Amendment are available on the special website established by the Trustee's counsel described below. The RSA as amended by the First, Second, Third² and Fourth Amendments thereto is referred to herein as the Amended RSA.

As you were also previously notified, on May 8, 2018, the Oversight Board certified the Amended RSA as a Voluntary Agreement pursuant to Section 104(i) of PROMESA and a Qualifying Modification pursuant to Section 602(g) of PROMESA, consented to the designation of Epiq Bankruptcy Solutions, LLC as Information Agent and Calculation Agent with respect to the solicitation of consents to the Qualifying Modification, and established two pools of bond claims for purposes of voting on the Qualifying Modification: one for claims guaranteed by the Commonwealth³ and one for non-guaranteed claims.

On July 18, 2018, Governor Rossello's office announced that the Governor had signed legislation passed by the Puerto Rico Legislative Assembly making certain technical amendments to the GDB Restructuring Act. Among other things, the technical amendments provide a mechanism for the irrevocable retransfer or reconveyance to the issuer of the new Restructuring Bonds (the "GDB Debt Authority") of the property which, together with any collections thereon, will be the sole source of funds for payment of the new Restructuring Bonds in the event that, for any reason, the initial transfer or conveyance of such property to the GDB Debt Authority as part of the Qualifying Modification is deemed invalid or void.

Fifth Amendment to RSA

The Trustee hereby notifies you that on July 17, 2018, AAFAF and GDB publicly disclosed through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA), the Fifth Amendment to the RSA, dated as of June 8, 2018 (the "Fifth Amendment"), further extending the milestones in the RSA for completing solicitation of the Qualifying Modification and for entry of an order approving the Qualifying Modification by the U.S. District Court. As established by the Fifth Amendment, the current deadline to complete solicitation of the Qualifying Modification is August 6, 2018 and the current deadline for entry of an approval order by the U.S. District Court is September 12, 2018. Pursuant to its terms, the Fifth Amendment shall become effective once executed by each Material GDB Bondholder Group (defined in the RSA as "a group of GDB Bondholders represented by common legal counsel and holding more than \$200 million in aggregate principal amount of GDB Bonds"). A copy of the Fifth Amendment is attached to this notice and is also available on the special website established by the Trustee's counsel described below.

Direction to the Trustee

² A Third Amendment to the RSA, dated March 20, 2018, has yet to be made publicly available.

³ Notes having CUSIP Nos. 745177FQ3, 745177FR1, and 745177FS9 are subject to a guarantee given by the Commonwealth.

The Indenture provides that the holders of a majority in principal amount of each series Notes currently outstanding have the right, after furnishing indemnity satisfactory to the Trustee, to direct the method and place of conducting all proceedings by the Trustee to be taken in connection with the enforcement of the Noteholders' or the Trustee's rights and remedies under the Indenture, provided such direction is in accordance with law and the provisions of the Indenture. The Noteholders' ability to direct the Trustee is further subject to the requirements of the Indenture (including, *inter alia*, Section 603 of the Indenture), which, among other things, state that the Trustee shall be under no obligation to institute any suit or to take any remedial action under the Indenture or any other documents relating to the Notes until it shall be indemnified to its satisfaction against any and all reasonable compensation for services, costs and expenses, outlays, and counsel fees and other disbursements and against all liability.

Trustee Reservation of Rights

No delay or forbearance by the Trustee to exercise any right or remedy accruing upon the occurrence of a default, or otherwise under the terms of the Indenture or other documentation relating thereto or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or acquiescence therein.

Website for Accessing Certain Publicly Available Information

Certain publicly available information which may be of interest to Noteholders, as well as prior notices given to Noteholders by the Trustee, is available to Noteholders through a special link on the website of the Trustee's counsel. Noteholders wishing to access this information should go to the following web page: <http://www.drinkerbiddle.com/capabilities/services/bondholders/government-development-bank>.

Notice of Further Developments

The Trustee will continue to provide information concerning this matter to the holders as it becomes available. In order to establish an orderly process for providing to you information concerning developments relating to the Notes and to receive input from you as such developments take place, we ask, if you have not already done so or your holdings of Notes have changed, that you please provide us with the information requested on the attached questionnaire and return the completed questionnaire to the Trustee at the address provided on the attached questionnaire.

Retention of Counsel

The Trustee has retained the law firm of Drinker Biddle & Reath LLP and specifically, Kristin Going of that firm, to represent it in connection with the subject matter of this notice and the Notes generally. Ms. Going's address is Drinker Biddle & Reath LLP, 1177 Avenue of the Americas, 41st Floor, New York, New York 10036-2714 and her telephone number is 212-348-3273.

Communications with Trustee

If you have any questions concerning this notice, inquiries may be directed to Jay Smith at Wilmington Trust, N.A. at (410) 545-2193 or jhsmith@wilmingtontrust.com, or to the Trustee's counsel: Kristin Going and Marita Erbeck at Drinker Biddle & Reath LLP at (212) 248-3273 (Going)/(973) 549-7076 (Erbeck) or Kristin.Going@dbr.com/Marita.Erbeck@dbr.com. The Trustee may conclude, however, that a specific response to particular inquiries from individual holders is not consistent with equal and full dissemination of information to all holders. Holders should not rely upon the Trustee as their sole source of information. This notice is provided for informational purposes only. The Trustee gives no legal, financial or tax advice regarding the Notes or the matters described herein. Holders should consult their own professionals regarding the Notes and the events described above.

Wilmington Trust, N.A., as Successor
Trustee

Dated: July 25, 2018

* The Trustee makes no representation as to the accuracy of the CUSIP number provided and used herein.

Appendix A

CUSIP Numbers

745177CH6

745177CJ2

745177EN1

745177ET8

745177FB6

745177FC4

745177FD2

745177FE0

745177FF7

745177FH3

745177FK6

745177FQ3

745177FR1

745177FS9

745177EP6

745177EU5

745177EX9

745177FM2

745177FN0

**Government Development Bank for Puerto Rico Senior Notes
(the "Notes")**

NOTE HOLDER QUESTIONNAIRE

Holder Legal Name(s) and Current Note Holdings. *Please provide full legal name(s) of each holder of Notes and list the amount(s) (expressed in dollars) of each holding. If more than one holder, please list each holding separately.*

<u>Name(s) of Holder(s) and DTC Participant #</u>	<u>Series of Notes Held</u>	<u>Amount(s) of Holding(s):</u>
---	-----------------------------	---------------------------------

Contact Information of Individual(s) Representing Note Holder(s). *Please provide a current mailing address, telephone number, and email address for the individual(s) who may be contacted by the Trustee or its counsel concerning the bankruptcy proceedings relating to the Notes and who are authorized to represent the Holder. If you wish to provide information for more than one individual, please identify which individuals will serve as primary and secondary contacts for which holdings. If you have holdings under more than one legal name, and it is necessary for us to contact separate individuals for each holding, please indicate this in your response.*

Note Holder Representative(s):

Contact Information:

Please Return to:

Wilmington Trust, National Association
Attn: Jay Smith IV – Government Development Bank for Puerto Rico
Senior Notes due May 1, 2016
25 South Charles Street-11th Floor
Mail Code: MD2-CS58
Baltimore, MD 21201
JHSmith@wilmingtontrust.com

93427157.2



GOVERNMENT OF PUERTO RICO
Puerto Rico Fiscal Agency and Financial
Advisory Authority

Municipal Secondary Market Disclosure Information Cover Sheet
Municipal Securities Rulemaking Board (MSRB)
Electronic Municipal Market Access System (EMMA)

Additional / Voluntary Event-Based Disclosure

THIS FILING RELATES TO ALL OR SEVERAL SECURITIES ISSUED BY THE ISSUER, OR ALL OR SEVERAL SECURITIES OF A SPECIFIC CREDITOR:

Issuer's Name: Government Development Bank for Puerto Rico (GDB)

Other Obligated Person's Name (if any): _____

Nine-digit CUSIP number(s): 745177

TYPE OF INFORMATION PROVIDED:

- A. Amendment to Continuing Disclosure Undertaking
- B. Change in Obligated Person
- C. Notice to Investor Pursuant to Bond Documents
- D. Communication from the Internal Revenue Service
- E. Bid for Auction Rate and Other Securities
- F. Capital or Other Financing Plan
- G. Litigation / Enforcement Action
- H. Change of Tender Agent, Remarketing Agent or Other On-going Party
- I. Derivative or Other Similar Transaction
- J. Other Event-Based Disclosures: GDB Fifth Amendment to the Restructuring Support Agreement, dated as of June 8, 2018

I represent that I am authorized by the issuer, obligor or its agent to distribute this information publicly.

/s/ Sebastián M. Torres Rodríguez

Sebastián M. Torres Rodríguez
Puerto Rico Fiscal Agency and Financial Advisory Authority,
as Fiscal Agent for the Commonwealth

Dated: July 17, 2018



FIFTH AMENDMENT TO RESTRUCTURING SUPPORT AGREEMENT, dated as of June 8, 2018 (this “**Amendment**”), is among the Government Development Bank for Puerto Rico (“**GDB**”), the Puerto Rico Fiscal Agency and Financial Advisory Authority (“**AAFAF**”), and the Supporting Bondholders (as such term is defined in that certain Restructuring Support Agreement dated as of May 15, 2017, as amended by the First Amendment to Restructuring Support Agreement, dated October 20, 2017, Second Amendment to Restructuring Support Agreement, dated December 20, 2017, Third Amendment to Restructuring Support Agreement, dated March 20, 2018, and Fourth Amendment to Restructuring Support Agreement, dated April 6, 2018 (together with this Amendment, the “**Agreement**”). Each of the signatories to the Agreement shall be referred to herein as a “**Party**” (and collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, in accordance with Section 10 of the Agreement, any amendment to any of Sections 6(a)(iii), 6(a)(iv), 6(a)(v), 6(b)(v), 6(b)(vi) and 6(b)(vii) of the Agreement shall be deemed accepted by the Requisite Bondholders upon the consent of each of the advisors of any Material GDB Bondholder Group.

WHEREAS, the advisors to each Material GDB Bondholder Group, along with GDB and AAFAF, have agreed to amend the Agreement on the terms described in Section 2 of this Amendment in accordance with Section 10 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, by and through their undersigned counsel (as applicable), hereto agree as follows:

SECTION 1. Certain Defined Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Agreement.

SECTION 2. Amendment to the Restructuring Support Agreement. On the Amendment Effective Date, the Agreement is hereby amended as follows:

(a) Clauses 6(a)(iii) and 6(b)(v) of the Agreement are hereby amended and restated in their entirety to each read as follows:

“(iii) At 11:59 p.m. Eastern Time on August 6, 2018 unless solicitation of the Qualifying Modification has been completed in accordance with section 601(h)(1) of PROMESA.”

(b) Clauses 6(a)(iv) and 6(b)(vi) of the Agreement are hereby amended and restated in their entirety to each read as follows:

“(iv) At 11:59 p.m. Eastern Time on September 12, 2018, unless the District Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to GDB, AAFAF, and the Requisite Bondholders.”

SECTION 3. Conditions Precedent to Effectiveness of This Amendment. This Amendment shall become effective as of the date (the “**Amendment Effective Date**”) when GDB and AAFAF shall have received executed signature pages to this Amendment from the advisors of each Material GDB Bondholder Group.

SECTION 4. Representations and Warranties. Each of the Parties, by and through their undersigned counsel (as applicable), hereby represents and warrants as to itself only that:

(a) As of the date hereof and after giving effect to this Amendment, the representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof (other any such representations and warranties that, by their terms, expressly refer to being made only as of a date other than the date hereof).

(b) This Amendment has been duly executed and delivered by the advisors to each Material GDB Bondholder Group, GDB, and AAFAF, and is a legal, valid and binding obligation of each Party, enforceable against each Party in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally.

SECTION 5. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Amendment shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York and PROMESA, without giving effect to the conflict of laws principles thereof; provided that any issues addressing the fiduciary or statutory duties of GDB or its governing board shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Amendment (or the transactions contemplated hereby) brought by any Party or its successors or assigns shall be brought in any federal district court sitting in Puerto Rico and any appellate court from any thereof or, in the event such federal court does not have or accept jurisdiction, a Commonwealth court and any appellate court from any thereto (collectively, the “Puerto Rico Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Puerto Rico Courts for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Amendment and the Restructuring. Each of the Parties agrees not to commence any proceeding relating hereto or thereto except in any federal district court sitting in Puerto Rico, other than proceedings in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Puerto Rico Court. Each of the Parties further agrees that notice as provided in Section 24 of the Agreement shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives and agrees not to assert that (i) a proceeding in any federal court sitting in the Puerto Rico district is brought in an inconvenient forum, (ii) the venue of such proceeding is improper or (iii) that any federal district court sitting in Puerto Rico and any appellate court from any thereof lacks jurisdiction over such proceeding or any party thereto. For the avoidance of doubt, the GDB Parties submit to the jurisdiction of any federal district court sitting in Puerto Rico and any appellate court from any thereof and irrevocably waive any immunity from suit in federal court that they may have for any action or proceeding arising out of or relating to this Amendment and the Restructuring.

(b) Each Party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Amendment or the transactions contemplated hereby (whether based on contract, tort or any other theory).

SECTION 6. Execution of Agreement. This Amendment may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Amendment, each individual executing this Amendment on behalf of a Party has been duly authorized and empowered to execute and deliver this Amendment on behalf of such Party.

SECTION 7. Headings. The headings of all sections of this Amendment are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

SECTION 8. Continuing Effectiveness, etc. After giving effect to this Amendment, the Agreement shall remain in full force and effect and is hereby ratified, approved and confirmed in each and every respect. The amendments set forth herein are limited as written, and except as specifically provided in this Amendment, no other amendments, waivers, revisions or changes to the terms of the Agreement shall be made or permitted hereby. Upon the effectiveness of this Amendment, each reference in the Agreement to "this Agreement," "hereunder," "hereof," or words of similar import shall mean and be a reference to the Agreement as amended hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered by their respective duly authorized officers, solely in their respective capacities as officers of the undersigned and not in any other capacity, as of the date first set forth above.

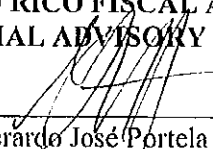
**GOVERNMENT DEVELOPMENT BANK FOR
PUERTO RICO**

By: 

Name: Christian Sobrino Vega

Title: President

**PUERTO RICO FISCAL AGENCY &
FINANCIAL ADVISORY AUTHORITY,**

By:  _____

Name: Gerardo José Portela Franco

Title: Executive Director

DAVIS POLK & WARDWELL LLP ON BEHALF
OF THE AD HOC GROUP

By:

A handwritten signature in black ink, appearing to read 'B. Resnick', is written over a horizontal line.

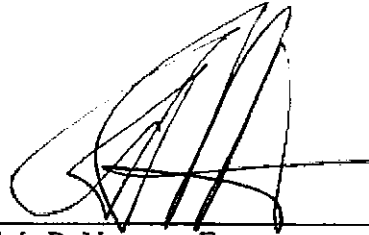
Name: Brian M. Resnick

Title: Partner

CONSENT

On behalf of our client group of Requisite Bondholders comprised by Alianza de Cooperativistas, Nevares, Sánchez-Alvarez & Cancel, PSC, consent to the Fifth Amendment to the Restructuring Support Agreement dated as of May 15, 2017.

This Consent is executed in San Juan, Puerto Rico on this 8th day of June, 2018.

A handwritten signature in black ink, appearing to be 'A. Nevares', written over a horizontal line.

Andrés R. Nevares, Esq.
On behalf of
Nevares, Sánchez-Alvarez & Cancel, PSC

ANA M. DEL TORO SABATER, ON BEHALF
OF BONISTAS DEL PATIO

By: _____

Name: Ana M. del Toro Sabater

Title: *Representative*

MARICHAL HERNÁNDEZ, SANTIAGO &
JUARBE, LLC, ON BEHALF OF GRUPO
ENCUENTRO SOLIDARIO

By:  _____

Name: Vanessa Medina-Romero

Title: Capital Member