

AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** (hereinafter the "Agreement") dated as of February 3, 2014, by and between:

AS PARTY OF THE FIRST PART: THE GOVERNMENT DEVELOPMENT BANK FOR PUERTO RICO, a public corporation of the Commonwealth of Puerto Rico, created by Act Number 17, enacted on September 23, 1948, as amended ("Act 17"), represented herein by its Executive Vice President, Jorge A. Clivillés Díaz, of legal age, married, and a resident of San Juan, Puerto Rico, (hereinafter referred to as the "Bank").

AS PARTY OF THE SECOND PART: CLEARY GOTTlieb STEEN & HAMILTON LLP, a limited liability partnership incorporated and existing under the laws of the state of New York, United States of America, with a place of business at One Liberty Plaza, New York, New York 10006, herein represented by Richard J. Cooper, Member, of legal age, married, and a resident of the State of New York (hereinafter referred to as the "Cleary" or the "Firm").

WHEREAS, the Bank, by virtue of the powers conferred to it under Act 17, has the authority to engage the professional, technical and consulting services necessary and convenient to the activities, programs, and operations of the Bank;

WHEREAS, Cleary has extensive experience as a legal advisor to sovereign entities and their instrumentalities; and

NOW, THEREFORE, being each party empowered to enter into this Agreement and perform their obligations hereunder in consideration of the premises and the mutual covenants contained herein, the Bank and Cleary agree to enter into this Agreement under the following:

TERMS AND CONDITIONS

FIRST: The Bank engages the Firm to provide specialized legal services with respect to the evaluation of potential liability management transactions as may be requested by the Bank, its subsidiaries or affiliates, from time to time, and as agreed to by the Firm.

SECOND: This Agreement shall be in effect from the date of its execution until March 31, 2014 (the "Contract Period").

THIRD: Either party shall have the right to terminate this Agreement by providing the other party thirty (30) days notice by registered mail, return receipt requested, or overnight express mail. If notice is given, this Agreement shall terminate upon the expiration of thirty (30) days and the Bank shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Agreement.

The rights, duties and responsibilities of the Bank and the Firm shall continue in full force and effect during the thirty (30) day notice period. The Firm shall have no further right to compensation except for what has been accrued for services rendered under this Agreement until said date of effective termination.

FOURTH: As compensation for services rendered under this Agreement, the Bank and the Firm agree that the Bank will pay the Firm a total amount of one million three hundred thousand dollars (\$1,300,000) to be paid in two monthly installments of six hundred and fifty thousand (\$650,000) (the "Contract Amount") on each of February 28, 2014 and March 31, 2014. However, nothing herein shall preclude the parties from agreeing to increase said amount. Notwithstanding the foregoing, any increase to the Contract Amount and any limits for services after March 31, 2014 shall be evidenced in writing and signed by both the Firm and the Bank. Because this is a fixed fee arrangement, the Firm understands that it may incur time in excess of the Contract Amount for the Contract Period and shall not seek payment in excess of the Contract Amount for any such time. For the avoidance of doubt, the Bank acknowledges that the Contract Amount does not include any fees or expenses related to any actual litigation or implementation of specific transactions.

Appendix A attached hereto provides a schedule of the attorneys assigned to this matter. Should the Firm assign another person not included in Appendix A hereto to attend to the Bank's matters pursuant to this Agreement, the Firm shall promptly send the Bank an amended schedule to include such person's name and/or position and request approval from the Bank for such amended schedule.

FIFTH: The Contract Amount shall compensate the Firm for all expenses and disbursements other than those related to travel and lodging costs. The Bank will not reimburse the Firm for travel and lodging costs related to the

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services rendered under this Agreement unless the trip has been requested or authorized in writing and in advance by the President or the General Counsel of the Bank. Travel expenses and lodging costs will be reimbursed by the Bank through the presentation of acceptable evidence for such expenses. Reimbursement for air travel expenses is restricted to economy class fares, including restricted fares. In the event of a scheduled trip has to be cancelled, the Bank will assume the cost of the penalty fee. If traveling is required, only one representative of Cleary shall be authorized to travel, unless otherwise authorized by the Bank.

The Bank shall not pay for travel time, except for work related to the services being provided under this Agreement. Payment for travel time shall be made only if the invoice details the services rendered and the time billed on each matter as required in this Agreement.

Any travel and lodging expense for which a reimbursement is requested shall be reasonable and necessary, and any extraordinary travel and lodging expenses shall be authorized in writing and in advance by the Bank. The Bank will not reimburse expenses which do not comply with this provision. Under no circumstances will expenses for alcoholic beverages be reimbursed. The Firm accepts and agrees to comply with the Bank's Pre-Intervention Office requirements and procedures for the reimbursements of expenses.

Any petition for reimbursement of travel and lodging expenses must be accompanied by the corresponding receipt and shall specify the relation of the

expenses to the services rendered. All reimbursements shall be for actual expenses incurred and shall be billed at cost. Payment for travel time shall be made only if the invoice details the services rendered and the time billed on each matter, as required in this Agreement.

SIXTH: The Firm shall submit monthly invoices within the first thirty (30) days following the period invoiced which will include a description of the services rendered and the number of hours spent by each person. Each invoice for professional services shall be itemized and must be duly certified by an authorized representative of the Firm.

The Bank will not honor invoices submitted after the later of one hundred and twenty days (120) from the rendering of the service or thirty days (30) after this Agreement is registered with the Office of the Controller, and Cleary accepts and agrees to this requirement, and understands that if Cleary does not comply with this requirement it waives its right to payment for the services rendered and for expenses with respect to such invoices.

The Bank will review the invoices and if they are in compliance with the requirements set forth in this Agreement, it will proceed with payment. Payment is due upon receipt of a valid invoice. The Bank reserves the right to conduct the audits it deems necessary, and it will not be subject to finance charges regarding invoice payments.

SEVENTH: Invoices must also include a written and signed certification stating that no officer or employee of the Bank, and their respective subsidiaries or

The Bank certifies that all disbursements made to the Firm under this Agreement shall be drawn from operating Bank accounts opened at the Bank for such purpose.

TENTH: The Bank will provide such access to its facilities and information, and such other cooperation in working with the Firm, as the Firm may from time to time reasonably determine to be necessary for the Firm to render any services requested; provided that such access and cooperation shall not interfere with the Bank's continuing conduct of its operations.

ELEVENTH: At the direction of the Bank, the Firm may be required to work with other consulting, legal, investment, or other firms. The parties agree to discuss such assignments in advance, so that all parties have clear expectations as to their responsibilities. The Firm is not responsible for work performed by others.

TWELFTH: The Firm shall not subcontract the services to be provided under this Agreement, or contract Firms or other services without the prior written authorization of the President of the Bank or any of its authorized representatives. A request to subcontract, or to contract experts or other Firms, shall specify the issues or matters that will be referred to the supplier. The professional fees earned by these suppliers will be deducted from the total maximum amount that the Firm may receive under the terms of this Agreement.

THIRTEENTH: The Firm shall not request any payment for services rendered under the terms of this Agreement until it has been registered by the

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affiliates, will personally derive or obtain any benefit or profit of any kind from this Agreement, with the acknowledgment that invoices which do not include this certification will not be paid. This certification must read as follows:

"We certify under penalty of nullity that no public servant of the Government Development Bank for Puerto Rico, their respective subsidiaries or affiliates, will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the Government Development Bank for Puerto Rico. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received."

EIGHTH: All invoices shall be signed and mailed or physically delivered to the attention of:

POSTAL ADDRESS	PHYSICAL ADDRESS
Government Development Bank PREINTERVENTION PO Box 42001 San Juan, Puerto Rico 00940-2001	Government Development Bank PREINTERVENTION José V. Pagán Beauchamp Government Center De Diego Avenue No. 100 Central Building - Floor P San Juan, PR 00907-2345

NINTH: The Firm agrees to submit checking account transfer data to the Bank in order to facilitate payment by means of electronic transfer.

Bank at the Office of the Comptroller of Puerto Rico as established in Act 18-1975, as amended. The Bank undertakes to register this Agreement pursuant to such Act as soon as practicable after the execution of this Agreement.

FOURTEENTH: The Firm will submit any reports required by the Bank regarding services performed under this Agreement. If required by the Bank, at the completion of the assigned tasks, the Firm will submit a final written report describing the work it has performed. This requirement shall not be interpreted as a waiver by the Bank of the Firm's ethical obligation and responsibility of keeping the Bank informed of the progress of the assigned matters. This obligation includes the Firm's commitment to preparing and delivering to the Bank's external auditors, in a timely manner, the legal letters periodically requested in connection with pending or threatened litigation, claims and assessments or loss contingencies, as part of the financial statements audit process for the Bank, its subsidiaries and affiliates. The Firm shall not invoice the time spent in preparing letters to auditors, as it is understood that this is an administrative obligation complementary to the services rendered hereunder.

FIFTEENTH: The Bank will provide all the documentation necessary of the adequate fulfillment of the Firm's obligations under this Agreement.

SIXTEENTH: The Firm acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and

business information relating to the Bank and its personnel, its subsidiary corporations and affiliates and their personnel, the Commonwealth of Puerto Rico, its agencies, corporations and/or municipalities and their personnel, now or hereafter provided to the Firm or otherwise obtained by the Firm in the course of rendering services for the Bank (collectively, "Confidential Information").

The Firm and its employees, affiliates and authorized sub-contractors shall keep in strict confidence all Confidential Information, and [1] shall not make public or disclose any of said materials without the previous written consent of the Bank, [2] shall use the Confidential Information only to perform the Firm's obligations under this Agreement; and [3] will reproduce the Confidential Information only as required to perform the Firm's obligations under this Agreement.

"Confidential Information" shall not apply to any information which:

- (a) is generally known to the public at the time of disclosure to the Firm or becomes generally known through no wrongful act on the part of the Firm;
- (b) is in the Firm's possession at the time of disclosure otherwise than as a result of the Firm's breach of any legal obligation;
- (c) becomes known to the Firm through disclosure by sources other than the Firm having the legal right to disclose such information; or
- (d) is independently developed by the Firm without reference to or reliance upon the confidential information.

In addition, these provisions shall not prohibit the Firm from making any disclosure pursuant to any subpoena or order of a court or a Governmental or Administrative tribunal which may assert jurisdiction over the Firm; provided that, to the extent legally permissible, the Firm shall promptly notify the Bank of

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any such disclosure obligations and reasonably cooperate with the Bank's efforts to lawfully avoid and/or minimize the extent of such disclosure.

The Firm will not make public, without the prior written approval of the Bank, that the Bank is a client of the Firm, nor will the Firm disclose any confidential information relating to the work that the Firm performs under this Agreement.

The Firm may divulge Confidential Information to its employees who need to know such information to fulfill the purposes of this engagement provided that such persons (i) shall have been advised of the confidential nature of such information and the Firm shall direct them, and they shall agree, to treat such information as confidential and to return all materials to the Firm upon request but for one copy for record purposes only; and (ii) in each case, such person is bound by obligations of confidentiality and non-use consistent with and at least as stringent as those set forth in this Agreement.

In connection with the services rendered under this Agreement, the Firm will furnish the Bank any necessary reports, analyses or other such materials that exist as of the date requested, as the Bank may reasonably request. The Firm shall not invoice the time spent to gather and deliver such information. The Bank, however, acknowledges that the Firm may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes developed in performing the services and any additional services provided hereunder, and nothing contained herein precludes the Firm from developing or disclosing such

materials and information provided that the same do not contain or reflect Confidential Information.

The Firm shall return all Confidential Information, as well as any other document that may relate to its work under this Agreement, to the Bank within thirty (30) days after date of the expiration or earlier termination of this Agreement or destroy such information, certifying that all the information has been returned to the Bank or destroyed, but for electronic information held in archive and/or backup files to the extent such files cannot be deleted without unreasonable effort or expense and created in the ordinary course pursuant to established data backup/archive procedures; provided, however, the Firm may retain its own work products as long as it maintains the confidentiality of such the Bank's Confidential Information as otherwise provided in this Agreement. During this thirty (30) day period, these documents shall be available for inspection by the Office of the Comptroller of Puerto Rico.

Except as required by law, no reference may be made to the Firm in any materials prepared for public distribution without the written consent of the President of the Bank or any of its authorized representatives.

This section SIXTEENTH shall survive the termination, expiration or completion of this Agreement.

SEVENTEENTH: The Firm's material negligent discharge continuing after receipt of written warning or abandonment of the duties assigned hereunder or the breach of the confidentiality clause hereinabove shall constitute

a breach of this Agreement by the Firm and the Bank will be entitled to terminate this Agreement forthwith, without having to comply with the requirements of notice set forth above, without limitations of any other rights and remedies under law, and will release and discharge the Bank from any further obligations and liabilities hereunder.

EIGHTEENTH: The Firm acknowledges that in executing its services pursuant to this Agreement, it has an obligation of complete loyalty towards the Bank, including having no adverse interests. "Adverse interests" means representing clients who have or may have interests that are contrary to the Bank, but does not include rendering services that are unrelated to this engagement. This duty includes the continued obligation to disclose to the Bank all circumstances of its relations with clients and third parties which would result in an adverse interest, and any adverse interest which would influence the Firm when executing the Agreement or while it is in effect. The Bank acknowledges the Firm is a large global law firm having multiple financial institutions and investors as clients, and with or without the Firm's knowledge, any of such clients may from time to time acquire, hold or trade interests adverse to the Bank or its affiliates. The Firm's representations of those clients in unrelated matters shall not be deemed conflicts or influences on the Firm within the meaning of this Agreement.

This conduct by one of the Firm's partners, members, directors, executives, officers, associates, clerks or employees shall be imputed to the Firm

for purposes of this prohibition. The Firm shall endeavor to avoid even the appearance of the existence of a conflict of interest that has not otherwise been waived.

The Firm acknowledges the power of the President of the Bank to oversee the enforcement of the prohibitions established herein. If the President of the Bank determines the existence or the emergence of adverse interest with the Firm, he shall inform such findings in writing and his intentions to terminate the Agreement within a fifteen (15) day term. Within such term, the Firm can request a meeting with the President of the Bank to present its arguments regarding the alleged conflict of interest. This meeting shall be granted in every case. If such meeting is not requested within the specified term, or if the controversy is not settled satisfactorily during the meeting, this Agreement shall be terminated at the end of said fifteen (15) day period.

The Firm certifies that at the time of the execution of this Agreement, it does not have nor does it represent anyone who has adverse interests that are in conflict with the Bank. If such conflicting interests arise after the execution of this Agreement, the Firm shall, to the extent consistent with its obligations to other clients, notify the Bank immediately.

NINETEENTH: The Bank and the Firm agree that the Firm's status hereunder, and the status of any agents, employees and subcontractors engaged by the Firm, shall be that of an independent subcontractor only and not that of an employee or agent of the Bank. The Firm recognizes that it shall not be entitled to

employment benefits such as vacations, sick leave, retirement benefits and others because of its condition as an independent contractor. The Firm shall not have any power or right to enter into contracts on behalf of the Bank.

TWENTIETH: The Firm certifies that, at the time of execution of this Agreement, it has no other contracts with agencies, public corporations, municipalities, or instrumentalities of the Commonwealth of Puerto Rico other than those matters identified on Appendix B.

TWENTY-FIRST: The Firm certifies and guarantees that at the execution of this Agreement, neither the Firm, nor any of its, directors, employees or agents, have been convicted, and that it has no knowledge that any of them is or are the subject of any investigation in either a civil or a criminal procedure in a state or federal court, for charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property. It is expressly acknowledged that this certification is an essential condition of this Agreement. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the Bank to terminate this Agreement immediately, without prior notice, and the Firm will have to reimburse the Bank any amount of money received under this Agreement.

If the status of the Firm with regards to the charges previously mentioned should change at any time during the term of the Agreement, it shall notify the Bank promptly after the Firm's managing partner acquires knowledge thereof.

The failure to comply with this responsibility constitutes a violation of this section, and shall result in the remedies mentioned previously.

TWENTY-SECOND: The Firm certifies that it has received copies of (a) Act No. 84, enacted on June 18, 2002, as amended, which establishes the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Government of the Commonwealth of Puerto Rico and (b) the Government Ethics Law, Act No. 1, enacted on January 3, 2012, as amended from time to time, and its implementing regulations. The Firm agrees that it, as well as all personnel providing services under this Agreement, will comply with such acts.

TWENTY-THIRD: The parties hereby declare that, to the best of their knowledge, no public officer or employee of the Commonwealth of Puerto Rico, its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect interest in the present Agreement.

TWENTY-FOURTH: The Firm certifies that neither it nor any of its partners, directors, executives, officers, and employees receives salary or any kind of compensation for the delivery of regular services by appointment in any agency, instrumentality, public corporation, or municipality of the Commonwealth of Puerto Rico.

TWENTY-FIFTH: The Firm certifies that it maintains sufficient professional liability insurance to adequately provide for any liability that may arise from the services provided under this Agreement except to the extent that the customary ceilings on and deductibles for such insurance for law firms similar to the Firm limit such coverage.

TWENTY-SIXTH: The Firm certifies that no internal authorization or dispensation of any kind is required prior to the Firm's execution of this Agreement.

TWENTY-SEVENTH: The Firm certifies that at the execution of this Agreement it does not have, and has not had, to submit income tax returns in Puerto Rico during the past five (5) years, and that it has no outstanding debts with the Government of Puerto Rico for income taxes, real or chattel property taxes.

The Firm also certifies it does not have outstanding debts regarding its treatment of unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs in Puerto Rico or the Administration for the Sustenance of Minors (known by its Spanish acronym as *ASUME*).

Accordingly, a sworn statement provided by the Firm, subscribed by its Authorized Signatory, is appended hereto and made to form part of this Agreement as Appendix C.

It is expressly acknowledged that the certifications provided by the Firm, pursuant to this TWENTY-SEVENTH clause, are essential conditions of this

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Agreement, and if these certifications are incorrect, the Bank shall have sufficient cause to terminate this Agreement immediately.

TWENTY-EIGHTH: The Firm will be responsible for providing the Bank with the information and certifications required under the previous clause from any professional or technical Firms subcontracted by the Firm as authorized by the Bank. For purposes of this clause, any subcontractor engaged by the Firm in accordance with the conditions herein established, or who dedicates twenty five (25%) percent or more of his or her time to provide services related to the Agreement on behalf of the Firm, will be considered as subcontractor.

TWENTY-NINTH: For purposes of this Agreement, tax debt shall mean any debt that the Firm, or any of its partners or other parties which the Bank authorizes the Firm to subcontract, may have with the Government of Puerto Rico for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and professional services, taxes for payment of interests, dividends and income to individuals, corporations and non-resident partnerships, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers' compensation payments, and Social security to chauffeurs.

THIRTY: Except as set forth in the next paragraph, no withholding or deductions shall be made from payments to the Firm for income tax purposes. The Firm shall be responsible for paying: (i) all applicable income taxes in accordance with any and all applicable income tax laws, and (ii) any

corresponding contributions to the Social Security Administration. Payments due to the Firm shall be paid into a bank account in the United States designated to the Firm.

When invoicing the Bank, the Firm shall allocate fees between those relating to activities undertaken outside of Puerto Rico and constituting gross income from sources outside of Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. The Bank shall deduct and withhold twenty nine percent (29%) of the gross amounts paid for services relating to activities undertaken within Puerto Rico, when any of the invoiced amounts constitute gross income from sources within Puerto Rico, in accordance with Section 1062.11 of the Puerto Rico Internal Revenue Code, Act 1-2011, as amended. Services identified in invoices as being rendered by the Firm for its activities outside of Puerto Rico shall not result in such withholding. The Bank shall also deduct and withhold one point five percent (1.5%) of the gross amounts paid under this Agreement, in accordance with Article 1 of Act No. 48 of June 30, 2013. The Bank shall forward such amounts to the Department of Treasury of Puerto Rico and, within thirty (30) days after paying any amount to the Department of Treasury of Puerto Rico, the Bank shall deliver evidence satisfactory to the Firm of such payments.

THIRTY-FIRST: This Agreement shall be governed by the laws of the Commonwealth of Puerto Rico.

THIRTY-SECOND: The court and authorities of the Commonwealth of Puerto Rico and the federal courts of the United States shall have jurisdiction over all controversies that may arise with respect to this Agreement. The parties hereby waive any other venue to which they might be entitled by the virtue of domicile or otherwise. Should either party initiate or bring suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. The party bringing the suit or action before a court not agreed to herein shall pay to the other party all the costs of seeking dismissal including reasonable attorney's fees. Should any clause or conditions of this Agreement be declared null and void by a competent court of law, the remaining parts of this Agreement shall remain in full force and effect.

THIRTY-THIRD: It is understood that this Agreement is the sole agreement between the parties with regard to the services covered hereby and supersedes any prior agreements written or verbal. This Agreement may not be changed orally, but may be amended in writing, by mutual agreement of the parties.

THIRTY-FOURTH: The Firm agrees that it will not discriminate against any employee or applicant for employment on account of race, color, religion, sex, sexual orientation, disability or national origin.

THIRTY-FIFTH: Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement

due to a cause beyond its reasonable control. Performance times shall be considered extended for the period required to make up the work lost because of such cause.

THIRTY-SIXTH: This Agreement may not be assigned or otherwise transferred without the prior express written consent of the other party.

THIRTY-SEVENTH: Each of the parties represents to the other that:

(1) it has the legal power and authority to enter into this Agreement and to perform its obligations hereunder, and neither the execution of this Agreement nor the performance of its obligations hereunder will violate any agreement or obligation from that party to others; and

(2) the officer or representative who has executed and delivered this Agreement on its behalf is authorized to do so.

THIRTY-EIGHTH: All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent by telecopy, or sent, postage prepaid, by registered, certified or express mail (return receipt requested) or reputable overnight courier service and shall be deemed given when so delivered by hand, or telecopied, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the parties at the following addresses:

(i) If to the Firm:

Richard Cooper, Member
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006

(ii) If to the Bank:

José V. Pagán Beauchamp, Interim President
Government Development Bank for Puerto Rico
Roberto Sánchez Vilella Governmental Center
De Diego Avenue, Stop 22
Santurce, Puerto Rico 00940
PO Box 42001
San Juan, Puerto Rico 00940-2001

THIRTY-NINTH: The parties hereto will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement through negotiations between them in the normal course of business, before resorting to other remedies available to them pursuant to this Agreement. For any dispute whatsoever which has not been resolved through negotiation as set forth above, the parties may seek resolution of the matter utilizing any remedies available at law or in equity.

FORTY: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS THEREOF, the parties hereto sign this Agreement the date first written above.

**GOVERNMENT DEVELOPMENT
BANK FOR PUERTO RICO**

**CLEARY GOTTlieb STEEN &
HAMILTON LLP**

By: 
Name: Jorge A. Clivillés Díaz
Title: Executive Vice President

By: 
Name: Richard J. Cooper
Title: Member

Tax ID:

Tax ID:

APPENDIX A

The following individuals are lawyers from the Firm's sovereign, restructuring, and/or liability management practice areas. We anticipate that they will perform the primary work pursuant to the Agreement:

Lee C. Buchheit, Partner
Richard J. Cooper, Partner
Sean A. O'Neal, Partner
Mark A. Lightner, Associate
Michael (Mihalis) Gousgounis, Associate
Sofia Dolores Martos, Associate
Elizabeth L. Broomfield, Associate

We have also identified the following individuals who are lawyers from other practice areas as potential participants:

David Lopez, Partner - Liability Management
Francisco L. Cestero, Partner - Liability Management
Lawrence Friedman, Partner - Litigation
Carmine D. Boccuzzi Jr., Partner - Litigation
Charles J. Keeley, III, Associate - Litigation
Samuel P. Hershey, Associate - Litigation
Michael D. Dayan, Partner - Derivatives
Jared M. Gross, Associate - Derivatives
Clayton I. Simmons, Associate - Derivatives
Scott Douglas Borisky, Counsel - Tax

APPENDIX B

None

APPENDIX C

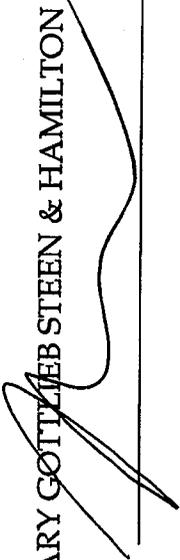
SWORN STATEMENT

Richard J. Cooper, of legal age, married, and a resident of the State of New York, in his capacity as member of CLEARY GOTTLIB STEEN & HAMILTON LLP (the "Firm"), being duly sworn in and says:

That the Firm has offices at One Liberty Plaza, New York, NY 10006. That the Firm has not submitted income tax returns in Puerto Rico during the past five years because it was not required by law to do so, and that it is not aware of any outstanding debts with the Government of Puerto Rico for income taxes, real or chattel property taxes. The Firm also certifies that it is not aware of any outstanding debts regarding its payment of unemployment insurance premiums, workers' compensation payments or Social Security for chauffeurs in Puerto Rico and the Administration for the Sustenance of Minors (known by its Spanish acronym, ASUME).

In New York, New York this 29 day of January, 2014.

CLEARY GOTTLIB STEEN & HAMILTON LLP



Affidavit No. Sworn and subscribed to before me Richard J. Cooper, in his capacity as Member of Cleary Gottlieb, of the personal circumstances stated above. In New York, New York this 29 day of January, 2014.



Notary Public

My Commission expires: 9/29/2016

Karen Pistilli
Notary Public, State of New York
No. 011619446
Qualified in Richmond County
Commission Expires September 29, 2016