

[Table of Contents](#)

 Filed pursuant to 424(b)(5)  
 File No. 333-23406

 PROSPECTUS SUPPLEMENT  
 To prospectus dated October 9, 2019


U.S.\$1,300,000,000

**Republic of Panama**

 U.S.\$300,000,000 3.160% Global Bonds due 2030  
 U.S.\$1,000,000,000 4.30% Global Bonds due 2053

The Republic of Panama (the "Republic" or "Panama") will pay interest on the 3.160% Global Bonds due 2030 (the "2030 bonds") on January 23 and July 23 of each year, commencing on January 23, 2020 and on the 4.30% Global Bonds due 2053 (the "2053 bonds", and together with the 2030 bonds, the "global bonds") on April 29 and October 29 of each year, commencing on April 29, 2020. Panama will pay the principal of the 2053 bonds in three equal installments on April 29 of each year commencing on April 29, 2051. The 2030 bonds will mature on January 23, 2030 and the 2053 bonds will mature on April 29, 2053. The 2030 bonds will be unsubordinated, unsecured (subject to the provisions in the 2030 bonds providing for securing such obligations in the event certain other obligations of Panama are secured), direct, unconditional and general obligations of Panama. The 2030 bonds will be designated Equal Ranking Securities and, as such, the 2030 bonds will rank without any preference among themselves and equally with all other unsecured and unsubordinated public indebtedness of Panama. It is understood that this provision shall not be construed so as to require Panama to make payments under the 2030 bonds ratably with payments being made under any other public indebtedness. Panama has pledged its full faith and credit for the due and punctual payment of principal and interest on the 2030 bonds and all obligations of Panama in respect of the 2030 bonds. The 2053 bonds will not be designated Equal Ranking Securities and, as such, the 2053 bonds will constitute direct, unsecured (subject to the provisions in the 2053 bonds providing for securing such obligations in the event certain other obligations of Panama are secured), unconditional and general obligations of Panama and will rank equally in right of payment with all other indebtedness issued in accordance with the fiscal agency agreement and with all other unsecured and unsubordinated indebtedness of Panama. The full faith and credit of the Republic of Panama is pledged for the due and punctual payment of all of the 2053 bonds and for the due and timely payment of all obligations of Panama in respect of the 2053 bonds. See "Debt Securities—Status of the Debt Securities" in the accompanying prospectus.

The 2030 bonds will be a further issuance of, and will be consolidated to form a single series with, the outstanding U.S.\$1,250,000,000 aggregate principal amount of Panama's 3.160% Global Bonds due 2030 that were previously issued on July 23, 2019, and will be fully fungible with the outstanding 2030 bonds. The total aggregate principal amount of the previously issued 2030 bonds and the 2030 bonds now being issued will be U.S.\$1,550,000,000.

The 2053 bonds will be a further issuance of, and will be consolidated to form a single series with, the outstanding U.S.\$750,000,000 aggregate principal amount of Panama's 4.30% Global Bonds due 2053 that were previously issued on April 29, 2013, and will be fully fungible with the outstanding 2053 bonds. The total aggregate principal amount of the previously issued 2053 bonds and the 2053 bonds now being issued will be U.S.\$1,750,000,000.

Panama may, at its option, redeem the global bonds, in whole or in part, before maturity, on not less than 30 nor more than 60 days' notice on the terms described under "Description of the 2030 Bonds—Optional Redemption" and "Description of the 2053 Bonds—Optional Redemption" in this prospectus supplement. The holders of the global bonds will not be entitled to the benefit of any sinking fund.

The 2030 bonds will be designated Aggregated Collective Action Securities and, as such, will contain provisions regarding future modifications to the terms of the global bonds that differ from those applicable to Panama's outstanding public external indebtedness issued prior to March 16, 2015, which includes the 2053 bonds. Under these provisions, which are described under "Description of the 2030 Bonds—Meetings, Amendments and Waivers" in this prospectus supplement and "Aggregated Collective Action Securities" in the accompanying prospectus, Panama may amend the payment provisions of any series of debt securities (including the 2030 bonds) and other reserve matters listed in the fiscal agency agreement with the consent of the holders of: (1) with respect to a single series of debt securities, more than 75% of the aggregate principal amount of the outstanding debt securities of such series; (2) with respect to two or more series of debt securities, if certain "uniformly applicable" requirements are met, more than 75% of the aggregate principal amount of the outstanding debt securities of all series affected by the proposed modification, taken in the aggregate; or (3) with respect to two or more series of debt securities, whether or not certain "uniformly applicable" requirements are met, more than 66 2/3% of the aggregate principal amount of the outstanding debt securities of all series affected by the proposed modification, taken in the aggregate, a more than 50% of the aggregate principal amount of the outstanding debt securities of each series affected by the proposed modification, taken individually.

The 2053 bonds will be designated Collective Action Securities and, as such, will contain provisions regarding acceleration and future modifications to their terms that differ from those applicable to a significant proportion of the Republic's outstanding public external indebtedness. Under these provisions, which are described in the sections entitled "Description of the 2053 Bonds—Default; Acceleration of Maturity" and "Amendments and Waivers" in this prospectus supplement and "Collective Action Securities" in the accompanying prospectus, the Republic may amend the payment provisions of the 2053 bonds and certain other terms with the consent of the holders of 75% of the aggregate principal amount of the outstanding 2053 bonds.

Application will be made to list the global bonds on the Official List of the Luxembourg Stock Exchange and to have such global bonds admitted to trading on the Euro MTF Market.

**Section 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) Notification**

The notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

See "[Risk Factors](#)" beginning on page S-9 for a discussion of factors you should consider before investing in the global bonds.

This prospectus supplement together with the prospectus dated October 9, 2019 constitutes a prospectus for the purpose of the Luxembourg Law on prospectuses for securities dated July 10, 2005, as amended.

Neither the United States Securities and Exchange Commission ("SEC") nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

The global bonds will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company, or DTC, for the accounts of its participants, including Clearstream Banking, *société anonyme*, and Euroclear Bank S.A./N.V., as operator of the Euroclear System, against payment in New York, New York, on or about, November 26, 2019.

	Price to Public <sup>(1)</sup>	Underwriting Discount	Proceeds to the Republic before expenses
Per 2030 bond	102.799%	0.065%	102.734%
Total for 2030 bonds	U.S.\$ 308,397,000	U.S.\$ 195,000	U.S.\$ 308,202,000
Per 2053 bond	113.180%	0.065%	113.115%
Total for 2053 bonds	U.S.\$ 1,131,800,000	U.S.\$ 650,000	U.S.\$ 1,131,150,000

(1) Plus accrued interest, (i) with respect to the 2030 bonds, totaling U.S.\$3,239,000 or approximately U.S.\$10.80 per U.S.\$1,000 in principal amount of bonds from July 23, 2019 to November 26, 2019, the date the Republic expects to deliver the 2030 bonds offered by this prospectus supplement, and additional interest, if any, from November 26, 2019 and (ii) with respect to the 2053 bonds, totaling U.S.\$3,225,000 or approximately U.S.\$3.23 per U.S.\$1,000 in principal amount of bonds from October 29, 2019 to November 26, 2019, the date the Republic expects to deliver the 2053 bonds offered by this prospectus supplement, and additional interest, if any, from November 26, 2019.

Joint Book-Running Managers

[Table of Contents](#)

Panama has only provided you with the information contained in or incorporated by reference in this prospectus supplement and the accompanying prospectus. Panama has not, and the underwriters have not, authorized anyone to provide you with different information. Panama and the underwriters are not making an offer of the global bonds in any jurisdiction where the offer is not permitted. You should not assume that the information provided by this prospectus supplement or the accompanying prospectus as supplemented by this prospectus supplement is accurate as of any date other than the date on the front of this prospectus supplement.

## TABLE OF CONTENTS

## PROSPECTUS SUPPLEMENT

	<u>Page</u>
<u><a href="#">About this Prospectus Supplement</a></u>	S-ii
<u><a href="#">Forward-Looking Statements</a></u>	S-ii
<u><a href="#">Sovereign Immunity</a></u>	S-iv
<u><a href="#">Certain Legal Restrictions</a></u>	S-iv
<u><a href="#">Summary</a></u>	S-
<u><a href="#">The Issuer</a></u>	S-
<u><a href="#">Selected Panamanian Economic Indicators</a></u>	S-3
<u><a href="#">The Global Bonds</a></u>	S-4
<u><a href="#">Risk Factors</a></u>	S-9
<u><a href="#">Incorporation by Reference</a></u>	S-11
<u><a href="#">Use of Proceeds</a></u>	S-11
<u><a href="#">Recent Developments</a></u>	S-14
<u><a href="#">Description of the 2030 Bonds</a></u>	S-17
<u><a href="#">General Terms of the 2030 Bonds</a></u>	S-17
<u><a href="#">Optional Redemption of the 2030 Bonds</a></u>	S-18
<u><a href="#">Payments of Principal and Interest</a></u>	S-19
<u><a href="#">Events of Default; Acceleration of Maturity</a></u>	S-20
<u><a href="#">Fiscal Agent</a></u>	S-20
<u><a href="#">Paying Agents; Transfer Agents; Registrar</a></u>	S-21
<u><a href="#">Definitive 2030 Bonds</a></u>	S-21
<u><a href="#">Notices</a></u>	S-21
<u><a href="#">Further Issues of the 2030 Bonds</a></u>	S-21
<u><a href="#">Meetings, Amendments and Waivers</a></u>	S-21
<u><a href="#">Certain Amendments Not Requiring Holder Consent</a></u>	S-21
<u><a href="#">Purchase of 2030 Bonds by Panama</a></u>	S-21
<u><a href="#">Governing Law</a></u>	S-21
<u><a href="#">Listing</a></u>	S-21
<u><a href="#">Description of the 2053 Bonds</a></u>	S-24
<u><a href="#">General Terms of the 2053 Bonds</a></u>	S-24
<u><a href="#">Optional Redemption of the 2053 Bonds</a></u>	S-24
<u><a href="#">Payments of Principal and Interest</a></u>	S-24
<u><a href="#">Default; Acceleration of Maturity</a></u>	S-24
<u><a href="#">Fiscal Agent</a></u>	S-24
<u><a href="#">Paying Agents; Transfer Agents; Registrar</a></u>	S-24
<u><a href="#">Definitive 2053 Bonds</a></u>	S-24
<u><a href="#">Notices</a></u>	S-30
<u><a href="#">Further Issues of the 2053 Bonds</a></u>	S-30
<u><a href="#">Amendments and Waivers</a></u>	S-30
<u><a href="#">Purchase of 2053 Bonds by Panama</a></u>	S-31
<u><a href="#">Listing</a></u>	S-31

[Table of Contents](#)

<a href="#">Global Clearance and Settlement</a>	<b>Page</b> S-33
<a href="#">Taxation</a>	S-36
<a href="#">Underwriting (Conflicts of Interest)</a>	S-42
<a href="#">Validity of the Global Bonds</a>	S-51
<a href="#">Official Statements and Documents</a>	S-51
<a href="#">General Information</a>	S-51

**PROSPECTUS**

<a href="#">Where You Can Find More Information</a>	<b>Page</b> 1
<a href="#">Data Dissemination</a>	1
<a href="#">Use of Proceeds</a>	1
<a href="#">Debt Securities</a>	1
<a href="#">Collective Action Securities</a>	1
<a href="#">Aggregated Collective Action Securities</a>	1
<a href="#">Warrants</a>	2
<a href="#">Governing Law</a>	2
<a href="#">Jurisdiction and Enforcement</a>	2
<a href="#">Plan of Distribution</a>	2
<a href="#">Selling Securityholders</a>	3
<a href="#">Validity of the Securities</a>	3
<a href="#">Official Statements</a>	3
<a href="#">Authorized Representative</a>	3
<a href="#">Glossary</a>	3

[Table of Contents](#)

**ABOUT THIS PROSPECTUS SUPPLEMENT**

The Republic of Panama, having made all reasonable inquiries, confirms that this prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein and therein together contain all information with respect to Panama and the global bonds that is material in the context of the offering of the global bonds, and that such information is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed herein are honestly held and that, to the best of Panama’s knowledge and belief, there are no other facts the omission of which would make any such information or the expression of any such opinions and intentions materially misleading. Panama accepts responsibility accordingly.

Panama has only provided or incorporated by reference information in this prospectus supplement and the accompanying prospectus. Panama has not authorized anyone else to provide you with any other information. You should not assume that the information in this prospectus supplement or the accompanying prospectus, or the information Panama has previously filed with the SEC and incorporated by reference in this prospectus supplement and the accompanying prospectus, is accurate as of any date other than their respective dates. Panama’s economic, fiscal or political circumstances may have changed since such dates. Later information that Panama files with the SEC updates and supersedes earlier information that is filed.

Panama is not offering to sell or soliciting offers to buy any securities other than the global bonds offered under this prospectus supplement and the accompanying prospectus, nor is Panama offering to sell or soliciting offers to buy the global bonds in places where such offers are not permitted by applicable law.

The global bonds described in this prospectus supplement are debt securities of Panama being offered under Registration Statements No. 333-22321 and No. 333-234067 filed with the SEC under the U.S. Securities Act of 1933, as amended (the “registration statement”); the accompanying prospectus is part of the registration statement. The accompanying prospectus provides you with a general description of the securities that Panama may offer, and this prospectus supplement contains specific information about the terms of this offering and the global bonds. This prospectus supplement also adds, updates or changes information provided or incorporated by reference in the accompanying prospectus. Consequently, before you invest, you should read this prospectus supplement together with the accompanying prospectus as well as the documents incorporated by reference in this prospectus supplement and the accompanying prospectus. Those documents contain information regarding Panama, the global bonds and other matters. The registration statement, any post-effective amendments thereto, the various exhibits thereto and the documents incorporated therein by reference contain additional information about Panama and the global bonds. All such documents may be inspected at the office of the SEC. Certain terms used but not defined in this prospectus

supplement are defined in the prospectus.

References to “U.S.\$” or “\$” in this prospectus supplement are to U.S. dollars.

References to the “Republic” or “Panama” are to the Republic of Panama.

The distribution of this prospectus supplement and the accompanying prospectus and the offering of the global bonds in certain jurisdictions may be restricted by law. Persons who receive copies of this prospectus supplement and the accompanying prospectus should inform themselves about and observe any such restrictions. See “Underwriting (Conflicts of Interest)” in this prospectus supplement.

**FORWARD-LOOKING STATEMENTS**

Panama has made forward-looking statements in this prospectus supplement and the accompanying prospectus. Statements that are not historical facts are forward-looking statements. These statements are based on Panama’s current plans, estimates, assumptions and projections. Therefore, you should not place undue reliance on them. Forward-looking statements speak only as of the date they are made, and Panama undertakes no obligation to update any of them in light of new information or future events.

[Table of Contents](#)

Forward-looking statements involve inherent risks. Panama cautions you that many factors could affect the future performance of the Panamanian economy. These factors include, but are not limited to:

- interest rates in the United States and financial markets outside Panama;
- political or governmental developments in Panama;
- unintended consequences resulting from the implementation of economic or tax policies;
- the imposition of trade barriers;
- general economic and business conditions in Panama and the global economy;
- the ability of the Panama Canal to remain a competitive route for inter-oceanic transportation;
- hostilities or political unrest in other countries that may affect international trade, commodity prices and the global economy; and
- the occurrence of natural disasters.

**SOVEREIGN IMMUNITY**

Panama is a foreign sovereign state. Consequently, your ability to sue and enforce judgments against Panama may be limited. For more information see “Jurisdiction and Enforcement” in the accompanying prospectus.

**CERTAIN LEGAL RESTRICTIONS**

The distribution of materials relating to the offering of the global bonds, and the transactions contemplated by the offering, may be restricted by law in certain jurisdictions. If materials relating to the offering of the global bonds come into your possession, you are required by Panama to inform yourself of and to observe all of these restrictions. The materials relating to the offering of the global bonds do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and either of the Underwriters, or any affiliate of either Underwriter, is a licensed broker or dealer in that jurisdiction, the offering of the global bonds shall be deemed to be made by such Underwriter or such affiliate on behalf of Panama in that jurisdiction.

**PRIIPs Regulation / Prohibition of sales to EEA retail investors**—The global bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2016/97/EC (the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the global bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the global bonds or otherwise making them available to any retail investor in the EEA may be

unlawful under the PRIIPs Regulation. This prospectus supplement and the accompanying prospectus have been prepared on the basis that any offer of global bonds in any member state of the EEA will be made pursuant to an exemption Regulation (EU) 2017/1129 (the “Prospectus Regulation”) from the requirement to publish a prospectus for offers of global bonds. This prospectus supplement is not a prospectus for the purposes of the Prospectus Regulation.

[Table of Contents](#)

**SUMMARY**

*This summary should be read as an introduction to this prospectus supplement and the accompanying prospectus. Any decision to invest in the global bonds by an investor should be based on consideration of this prospectus supplement and the accompanying prospectus as a whole.*

**The Issuer**

**Overview**

Panama is a republic located on the narrowest point of the Central American isthmus, which connects the continents of North America and South America. It has a coastline of approximately 1,868 miles on the Caribbean Sea and Pacific Ocean, and is bordered on the east by Colombia and on the west by Costa Rica. Panama has a national territory of approximately 29,157 square miles situated within its coastline and 345 miles of land borders, and includes numerous coastal islands. The Panama Canal, which connects the Atlantic and Pacific Oceans, bisects the country running northwest to southeast.

As of July 1, 2018, Panama had an estimated population of 4.2 million and a population density of 56.1 people per square kilometer. The Panama Province, the Republic’s largest province, is estimated to have comprised 52.6% of Panama’s total population, and the Colón Province, located at the northern terminus of the Panama Canal, is estimated to have comprised 7.0% of the total population, at that date.

During the period from 2014 to 2018, the population grew by an average of 1.5% per annum. Approximately 69.0% of Panama’s population lives in cities and towns with more than 1,500 inhabitants, and 6.5% of the population is indigenous, some of whom are seeking greater autonomy from the Government. Of the Panamanian population, 26.4% is under 15 years of age, 65.4% is between the ages of 15 and 64, and 8.2% is over the age of 65. Average life expectancy in Panama is 78.5 years. The infant mortality rate for 2017 was estimated at 14.0 per 1,000 births. Panama’s official language is Spanish.

Panama’s preliminary per capita GDP for 2018, expressed in chained volume measure, was approximately U.S.\$10,025.4. According to the 2010 census, education indicators show that Panama’s literacy rate for people over the age of ten years is approximately 94.5%.

**Government**

Panama is a republic with a representative form of government. In 1972, the original version of the current Constitution was adopted (the fourth in Panama’s history), setting forth the structure of the Government, individual and collective rights and duties, and the division of powers among the executive, legislative and judicial branches.

Executive power is vested in the President and the presidentially appointed Ministers, who constitute the Cabinet. The President and the Vice President are each elected by direct, universal suffrage for a term of five years. The President and the Vice President may not be reelected to the same office within ten years after the expiration of their term. In the event the President is unable to finish a term, the Vice President would succeed to the presidency.

National legislative power is vested in the National Assembly (the “Assembly”), Panama’s unicameral legislative body. The number of electoral circuits, each comprising an average of approximately 57,000 persons, determines the number of legislators; the Assembly currently has 71 seats. The full Assembly is elected by universal suffrage every five years. Members of the Assembly are not subject to limits on the number of terms in office to which they may be elected. The Assembly has, among other powers, the authority to enact legislation, ratify treaties, approve the budget and ratify the appointment of the Comptroller General, the Attorney General and justices of the Supreme Court of Justice, referred to as the Supreme Court.

[Table of Contents](#)

Judicial power is vested in the Supreme Court and various lower tribunals. The President appoints the nine justices of the Supreme Court for staggered ten-year terms, subject to ratification by the Assembly. Lower court judges are appointed by the Supreme Court. The judicial branch prepares its own budget and sends it to the executive branch for inclusion in the general budget presented to the Assembly for approval. The Supreme Court is the final court of appeal and has the power to declare null and void laws, regulations or other acts of the executive or legislative branches that conflict with the Constitution.

Panama is administratively divided into ten provinces and three territories. In each province, executive power is exercised by a governor who is appointed by the President. There are no provincial legislative or judicial bodies. Provincial governments do not have their own independent budgets. Within each province are municipalities that are, in turn, divided into precincts. Each municipality has a municipal council and a mayor who exercises executive power. Mayors and members of municipal councils are elected by direct, universal suffrage for five-year terms. Municipalities levy and collect municipal taxes and adopt their own budgets for financing local projects.

On May 5, 2019, general elections were held in Panama. In the presidential elections, Laurentino Cortizo Cohen of the *Partido Revolucionario Democrático* (“PRD”) party was elected president of the Republic with approximately 33.35% of the votes. In the National Assembly elections, the PRD won 35 seats, *Cambio Democrático* won 18 seats, *Partido Panameñista* won eight seats, *Movimiento Liberal Republicano Nacionalista* (“MOLIRENA”) won five seats and five independent candidates won seats. The government took office on July 1, 2019, for a five year term.

S-2

[Table of Contents](#)**Selected Panamanian Economic Indicators<sup>(1)</sup>**

The following table sets forth Panama’s principal economic indicators for the years 2014 through 2018:

	<u>2014</u>	<u>2015</u>	<u>2016<sup>(P)</sup></u>	<u>2017<sup>(E)</sup></u>	<u>2018<sup>(E)</sup></u>
<b>Economic Data:</b>					
GDP (millions, nominal dollars)	\$ 49,921	\$ 54,092	\$ 57,958	\$ 62,284	\$ 65,055
GDP (millions, constant dollars) <sup>(2)</sup>	\$ 34,404	\$ 36,376	\$ 38,183	\$ 40,215	\$ 41,693
GDP (% change, constant dollars) <sup>(2)</sup>	5.1%	5.7%	5.0%	5.3%	3.7%
Service Sector (% change, constant dollars) <sup>(2)(3)</sup>	3.6%	4.4%	4.7%	5.1%	4.3%
Other (% change, constant dollars) <sup>(2)(4)</sup>	9.1%	8.8%	5.8%	5.9%	2.4%
GDP Per Capita (constant dollars) <sup>(2)</sup>	\$ 8,792	\$ 9,150	\$ 9,458	\$ 9,813	\$ 10,025
Population (millions)	3.91	3.98	4.04	4.10	4.16
CPI—Period Average (% change)	2.6%	0.2%	0.7%	0.9%	0.8%
Unemployment	4.8%	5.1%	5.5%	6.1%	6.0%
<b>Public Finance:</b>					
Total Consolidated Non-Financial Public Sector Revenues (millions)	\$ 10,225	\$ 10,701	\$ 11,647	\$ 12,442	\$ 12,816
Total Consolidated Non-Financial Public Sector Expenditures (millions) <sup>(5)</sup>	\$ 11,788	\$ 11,909	\$ 12,700	\$ 13,602	\$ 14,155
Overall Surplus (Deficit) (millions)	\$ (1,563)	\$ (1,208)	\$ (1,053)	\$ (1,160)	\$ (1,339)
As % of Current GDP	(3.1)%	(2.2)%	(1.8)%	(1.9)%	(2.0)%
Central Government Surplus (Deficit) (millions)	\$ (1,945)	\$ (2,010)	\$ (2,203)	\$ (1,942)	\$ (1,859)
As % of Current GDP	(3.9)%	(3.7)%	(3.8)%	(3.1)%	(2.8)%
<b>Public Debt (at December 31):</b>					
Internal Debt (millions)	\$ 3,879	\$ 4,573	\$ 4,700	\$ 4,984	\$ 5,112
External Debt (millions)	\$ 14,352	\$ 15,648	\$ 16,902	\$ 18,390	\$ 20,575
Public Debt (as % of Current GDP)					
Internal Debt	7.8%	8.5%	8.1%	8.0%	7.9%
External Debt	28.7%	28.9%	29.2%	29.5%	31.6%
Total Public Debt (millions)	\$ 18,231	\$ 20,222	\$ 21,602	\$ 23,374	\$ 25,687
<b>Trade Data:</b>					
Exports (f.o.b.) Goods <sup>(6)(7)</sup> (millions)	\$ 14,972	\$ 12,784	\$ 11,687	\$ 12,474	\$ 13,356
Imports (c.i.f.) Goods <sup>(6)(7)</sup> (millions)	\$(25,795)	\$(22,487)	\$(20,699)	\$(22,298)	\$(23,969)

Goods Trade Balance <sup>(7)</sup> (millions)	\$(10,823)	\$ (9,721)	\$ (9,012)	\$ (9,824)	\$(10,613)
Current Account Surplus <sup>(7)</sup> (Deficit) (millions)	\$ (6,679)	\$ (4,274)	\$ (4,634)	\$ (4,941)	\$ (5,067)
Overall Balance of Payments Surplus (Deficit) <sup>(7)</sup> (millions)	\$ 397	\$ (984)	\$ 1,327	\$ (1,296)	\$ (455)
Total Official Reserves (at December 31) (millions)	\$ 3,509	\$ 3,045	\$ 3,540	\$ 2,339	\$ 1,771

Note: Totals may differ due to rounding.

(R) Revised figures.

(E) Estimated Figures

(P) Preliminary figures.

(1) All monetary amounts in millions of U.S. dollars at current prices, unless otherwise noted.

(2) Constant GDP figures are based on 2007 constant dollars in chained volume measure.

(3) Including real estate, public administration, commerce, restaurants and hotels, financial services, the CFZ, the Panama Canal, transportation and communications, public utilities and other services.

(4) Including mining, manufacturing, agriculture and construction.

(5) Including interest payments.

(6) Including the CFZ.

(7) Figures have been calculated pursuant to the fifth edition of the IMF Balance of Payments Manual.

Sources: Directorate of Analysis and Economic Policies, Office of the Comptroller General, *Banco Nacional de Panamá* ("BNP") and Ministry of Economy and Finance.

## [Table of Contents](#)

### The Global Bonds

<b>Issuer</b>	Republic of Panama.
<b>Securities Offered</b>	3.160% Global Bonds due 2030. 4.30% Global Bonds due 2053.
<b>Aggregate Principal Amount</b>	For the 2030 bonds: U.S.\$300,000,000 For the 2053 bonds: U.S.\$1,000,000,000
<b>Maturity Date</b>	For the 2030 bonds: January 23, 2030. For the 2053 bonds: April 29, 2053.
<b>Amortization of Principal</b>	Panama will pay the principal of the 2030 bonds in a single installment on January 23, 2030. Panama will pay the principal of the 2053 bonds in three equal installments on April 29 of each year, commencing on April 29, 2051.
<b>Issue Price</b>	For the 2030 bonds: U.S.\$1,027.99 per U.S.\$1,000 principal amount plus accrued interest totaling U.S.\$3,239,000 or U.S.\$10.80 per U.S.\$1,000 principal amount of 2030 bonds from July 23, 2019, to but not including November 26, 2019, the date Panama expects to deliver the bonds offered by this prospectus supplement, and additional interest, if any, from November 26, 2019. For the 2053 bonds: U.S.\$1,131.80 per U.S.\$1,000 principal amount plus accrued interest totaling U.S.\$3,225,000 or U.S.\$3.23 per U.S.\$1,000 principal amount of 2053 bonds from October 29, 2019, to but not including November 26, 2019, the date Panama expects to deliver the bonds offered by this prospectus supplement, and additional interest, if any, from November 26, 2019.
<b>Interest Rate</b>	For the 2030 bonds: 3.160% per annum, computed on the basis of a 360-day year, consisting of twelve 30-day months. For the 2053 bonds: 4.30% per annum, computed on the basis of a 360-day year, consisting of twelve 30-day months.
<b>Interest Payment Dates</b>	For the 2030 bonds: Semi-annually in arrears on January 23 and July 23 of each year. The first interest payment for the 2030 bonds will be on January 23, 2020, and such payment will include

interest from July 23, 2019.

For the 2053 bonds: Semi-annually in arrears on April 29 and October 29 of each year. The first interest payment for the 2053 bonds will be on April 29, 2020, and such payment will include interest from October 29, 2019.

[Table of Contents](#)

<b>Single Series</b>	<p>The 2030 bonds will be a further issuance of, and will be consolidated to form a single series with, the outstanding U.S.\$1,250,000,000 aggregate principal amount of Panama’s outstanding 3.160% Global Bonds due 2030 that were previously issued on July 23, 2019, and will be fully fungible with the previously issued 2030 bonds.</p> <p>The 2053 bonds will be a further issuance of, and will be consolidated to form a single series with, the outstanding U.S.\$750,000,000 aggregate principal amount of Panama’s outstanding 4.30% Global Bonds due 2053 that were previously issued on April 29, 2013, and will be fully fungible with the previously issued 2053 bonds.</p>
<b>Use of Proceeds</b>	<p>The net proceeds from the sale of the global bonds, excluding accrued interest, will be approximately U.S.\$1,438,963,000 after deduction of the underwriting discounts and the net expenses payable by Panama, estimated to be U.S.\$389,000. Panama intends to use the net proceeds of the offering for general budgetary purposes.</p>
<b>Aggregated Collective Action Clauses</b>	<p>The 2030 bonds will be designated Aggregated Collective Action Securities and, as such, will contain provisions regarding future modifications to the terms of the 2030 bonds that differ from those applicable to Panama’s outstanding public external indebtedness issued prior to March 16, 2015. Under these provisions, which are described under “Description of the 2030 Bonds—Meetings, Amendments and Waivers” in this prospectus supplement and “Aggregated Collective Action Securities” in the accompanying prospectus, Panama may amend certain key terms of the 2030 bonds, including the maturity date, interest rate and other payment terms, without your consent.</p>
<b>Collective Action Securities</b>	<p>The 2053 bonds will be designated Collective Action Securities and, as such, will contain provisions regarding acceleration and future modifications to their terms that differ from those applicable to a significant proportion of the Republic’s outstanding Public External Indebtedness. Under these provisions, which are described in the sections entitled “Description of the 2053 Bonds—Default; Acceleration of Maturity” and “—Amendments and Waivers” in this prospectus supplement, the Republic may amend the payment provisions of the 2053 bonds and certain other terms with the consent of the holders of 75% of the aggregate principal amount of the outstanding 2053 bonds.</p>
<b>Optional Redemption</b>	<p>The 2030 bonds will be subject to redemption at the option of Panama before maturity. See “Description of the 2030 Bonds—Optional Redemption” in this prospectus supplement.</p> <p>The 2053 bonds will be subject to redemption at the option of Panama before maturity. See “Description of the 2053 Bonds—Optional Redemption” in this prospectus supplement.</p>
<b>Sinking Fund</b>	<p>The holders of the global bonds will not be entitled to the benefit of any sinking fund.</p>

[Table of Contents](#)

<b>Status</b>	<p>The 2030 bonds will be unsubordinated, unsecured (subject to the provisions in the 2030 bonds</p>
---------------	--

providing for securing such obligations in the event certain other obligations of Panama are secured), direct, unconditional and general obligations of Panama. The 2030 bonds will be designated Equal Ranking Securities and, as such, the 2030 bonds will rank without any preference among themselves and equally with all other unsecured and unsubordinated public indebtedness of Panama. It is understood that this provision shall not be construed so as to require Panama to make payments under the 2030 bonds ratably with payments being made under any other public indebtedness. Panama has pledged its full faith and credit for the due and punctual payment of principal and interest on the 2030 bonds and all obligations of Panama in respect of the 2030 bonds. See “Debt Securities—Status of the Debt Securities” in the accompanying prospectus.

The 2053 bonds will not be designated Equal Ranking Securities and, as such, the 2053 bonds will constitute direct, unsecured (subject to the provisions in the 2053 bonds providing for securing such obligations in the event certain other obligations of Panama are secured), unconditional and general obligations of Panama and will rank equally in right of payment with all other indebtedness issued in accordance with the fiscal agency agreement and with all other unsecured and unsubordinated indebtedness of Panama. The full faith and credit of the Republic of Panama is pledged for the due and punctual payment of all of the 2053 bonds and for the due and timely payment of all obligations of Panama in respect 2053 bonds. See “Debt Securities—Status of the Debt Securities” in the accompanying prospectus.

**Denominations**

The global bonds will be issued in denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof.

**Further Issues**

From time to time, without the consent of holders of the global bonds, and subject to the required approvals under Panamanian law, Panama may create and issue additional debt securities with the same terms and conditions as those of the global bonds (or the same except for the amount of the first interest payment and the issue price), provided that such additional debt securities do not have, for purposes of U.S. federal income taxation (regardless of whether any holders of such debt securities are subject to the U.S. federal tax laws), a greater amount of original issue discount than the global bonds have as of the date of issuance of such additional debt securities. See “Description of the 2030 Bonds—Further Issues of the 2030 Bonds”, “Description of the 2030 Bonds—Meetings, Amendments and Waivers”, and “Description of the 2053 Bonds—Further Issues of the 2053 Bonds” in this prospectus supplement.

**Form**

The global bonds will be represented by one or more book-entry securities in fully registered form, without coupons, and are and will be registered in the name of, and deposited with a custodian for, DTC. Beneficial interests in the global bonds will be shown on, and transfer thereof will be effected only through, records maintained by DTC and its participants, unless certain contingencies occur, in which case the global bonds will be issued in definitive form. See “Description of the 2030 Bonds—Definitive 2030 Bonds” and “Description of the 2053 Bonds—Definitive 2053 Bonds” and in this prospectus supplement.

[Table of Contents](#)**Book-Entry System**

Upon the issuance of the global bonds as book-entry securities, DTC or its nominee will credit on its book-entry registration and transfer system the respective principal amounts of the global bonds represented by the book-entry securities to the accounts of institutions (“DTC participants”) that have accounts with DTC or its nominee that the underwriter designates. Ownership of beneficial interests in the book-entry securities will be limited to DTC participants or persons that may hold interests through DTC participants. Ownership of beneficial interests in the book-entry securities will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of DTC participants) and on the records of DTC participants (with respect to interests of persons other than DTC participants). Investors may elect to hold interests in the global bonds through any of DTC, Euroclear Bank S.A./N.V., as operator of the Euroclear System (“Euroclear”), and Clearstream Banking, société anonyme (“Clearstream, Luxembourg”), if they are participants of such systems, or indirectly through organizations which are participants in such systems.

<b>Fiscal Agent</b>	The global bonds will be issued pursuant to a fiscal agency agreement, dated as of September 26, 1997, as amended by Amendment No. 1 thereto, dated as of September 4, 2003, and for purposes of the 2030 bonds only, Amendment No. 2 thereto, dated as of February 13, 2015, and Amendment No. 3 thereto, dated as of October 26, 2016, between Panama and The Bank of New York Mellon (as successor in interest to JPMorgan Chase Bank, N.A.), as fiscal agent, paying agent, transfer agent and registrar.
<b>Taxation</b>	For a discussion of certain Panama and United States federal income tax consequences associated with the global bonds, see “Taxation—Panamanian Taxation” and “—U.S. Taxation” in this prospectus supplement and “Debt Securities—Tax Withholding; Payment of Additional Amounts” in the accompanying prospectus. Investors should consult their own tax advisors in determining the non-U.S., U.S. federal, state, local and any other tax consequences to them of the purchase, ownership and disposition of the global bonds.
<b>Payment of Principal and Interest</b>	Principal of and interest on the bonds and any other amounts due with respect to the bonds will be payable in U.S. dollars or other legal tender of the United States. As long as the global bonds are in the form of book-entry securities, payment of principal and interest to investors will be made through the facilities of DTC.
<b>Negative Pledge</b>	The global bonds will contain certain covenants, including restrictions on the incurrence of certain Liens. See “Debt Securities—Negative Pledge” in the accompanying prospectus.
<b>Events of Default</b>	The global bonds will contain events of default the occurrence of which may result in the acceleration of Panama’s obligations under the global bonds prior to maturity upon notice by holders of at least 25% of the aggregate principal amount of the aggregate of the outstanding global bonds. See “Description of the 2030 Bonds— Events of Default; Acceleration of Maturity” and “Description of the 2053 Bonds— Events of Default; Acceleration of Maturity” in this prospectus supplement.

[Table of Contents](#)

<b>Governing Law</b>	The global bonds will be governed by the laws of the State of New York except with respect to their authorization and execution, which will be governed by the laws of the Republic of Panama.
<b>Listing</b>	Application will be made to list the global bonds on the Official List of the Luxembourg Stock Exchange and to have such global bonds admitted to trading on the Euro MTF Market.
<b>Security Identifiers</b>	<p>For the 2030 bonds:</p> <p>CUSIP: 698299 BK9          ISIN: US698299BK97          Common Code: 203427794</p> <p>For the 2053 bonds:</p> <p>CUSIP: 698299 BB9          ISIN: US698299BB98          Common Code: 092395154</p>
<b>Risk Factor</b>	<p>Risk factors relating to the global bonds:</p> <ul style="list-style-type: none"> <li>• ?the price at which the global bonds will trade in the secondary market is uncertain; and</li> <li>• ?the global bonds will contain provisions that permit Panama to amend the payment terms without the consent of all holders.</li> </ul> <p>Risk factors relating to Panama:</p> <ul style="list-style-type: none"> <li>• ?Panama is a foreign sovereign state and, accordingly, it may be difficult to obtain or enforce judgments against it;</li> <li>• ?certain economic risks are inherent in any investment in an emerging market country such as Panama;</li> </ul>

- Panama's U.S. dollar monetary arrangements impose constraints on fiscal and monetary policies and on its ability to finance deficits;
- an adverse change in Panama's debt-to-GDP ratio could increase the burden of servicing Panama's debt; and
- Panama's economy remains vulnerable to external shocks, including those that could be caused by future significant economic difficulties of its major regional trading partners or by more general "contagion" effects, which could have a material adverse effect on Panama's economic growth and its ability to service its public debt.

S-8

[Table of Contents](#)

**RISK FACTORS**

*This section describes certain risks associated with investing in the global bonds. You should consult your financial and legal advisors about the risks of investing in the global bonds. Panama disclaims any responsibility for advising you on these matters.*

**Risk Factors Relating to the Global Bonds**

*The price at which the global bonds will trade in the secondary market is uncertain.*

Panama has been advised by the underwriters that they intend to make a market in the global bonds but are not obligated to do so and may discontinue market making at any time without notice. Application will be made to list the global bonds on the Luxembourg Stock Exchange and to have the global bonds admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange. No assurance can be given as to the liquidity of the trading market for the global bonds. The price at which the global bonds will trade in the secondary market is uncertain. In addition, government-related entities in Panama may, from time to time, purchase a portion of the global bonds, further reducing the amount of global bonds outstanding and reducing the liquidity of the secondary markets for the global bonds.

*The global bonds will contain provisions that permit Panama to amend the payment terms without the consent of all holders.*

The 2030 bonds will be designated Aggregated Collective Action Securities and, as such, will contain provisions regarding future modifications to the terms of the 2030 bonds that differ from those applicable to Panama's outstanding public external indebtedness issued prior to March 16, 2015, including the 2053 bonds. Under these provisions, which are described under "Description of the 2030 Bonds—Meetings, Amendments and Waivers" in this prospectus supplement and "Aggregated Collective Action Securities" in the accompanying prospectus, Panama may amend the payment provisions of any series of debt securities (including the 2030 bonds) and other reserve matters listed in the fiscal agency agreement with the consent of the holders of: (1) with respect to a single series of debt securities, more than 75% of the aggregate principal amount of the outstanding debt securities of such series; (2) with respect to two or more series of debt securities, if certain "uniformly applicable" requirements are met, more than 75% of the aggregate principal amount of the outstanding debt securities of all series affected by the proposed modification, taken in the aggregate; or (3) with respect to two or more series of debt securities, more than 66 2/3% of the aggregate principal amount of the outstanding debt securities of all series affected by the proposed modification, taken in the aggregate, and more than 50% of the aggregate principal amount of the outstanding debt securities of each series affected by the proposed modification, taken individually, whether or not certain "uniformly applicable" requirements are met.

Additionally, the 2053 bonds will be designated Collective Action Securities and, as such, will contain provisions regarding acceleration and future modifications to their terms that differ from those applicable to a significant proportion of the Republic's outstanding public external indebtedness. Under these provisions, which are described in the sections entitled "Description of the 2053 Bonds—Default; Acceleration of Maturity" and "—Amendments and Waivers" in this prospectus supplement, the Republic may amend the payment provisions of the 2053 bonds and certain other terms with the consent of the holders of 75% of the aggregate principal amount of the outstanding 2053 bonds.

**Risk Factors Relating to Panama**

*Panama is a foreign sovereign state and accordingly it may be difficult to obtain or enforce judgments against it.*

Panama is a foreign sovereign state. As a result, it may be difficult or impossible for investors to obtain or enforce judgments against Panama, whether in an investor's own jurisdiction or elsewhere. See "Jurisdiction and Enforcement" in the accompanying prospectus.

S-9

[Table of Contents](#)

*Certain economic risks are inherent in any investment in an emerging market country such as Panama.*

Investing in an emerging market country such as Panama carries economic risks. These risks include many different factors that may affect Panama's economic results, including the following:

- interest rates in the United States and financial markets outside Panama;
- political or governmental developments in Panama;
- changes in economic or tax policies;
- the imposition of trade barriers;
- general economic and business conditions in Panama and the global economy;
- the ability of the Panama Canal to remain a competitive route for inter-oceanic transportation;
- hostilities or political unrest in other countries that may affect international trade, commodity prices and the global economy; and
- the occurrence of natural disasters.

Any of these factors, as well as volatility in the markets for securities similar to the global bonds, may adversely affect the liquidity of, and trading markets for, the global bonds. See "Forward-looking Statements" in this prospectus supplement.

*Panama's U.S. dollar monetary arrangements impose constraints on fiscal and monetary policies and on its ability to finance deficits.*

Public finance in Panama is heavily influenced by the U.S. dollar-based monetary arrangements in place since 1904. Panama has used the U.S. dollar as its legal tender since shortly after gaining its independence. The national currency, the Balboa, is used primarily as a unit of account linked to the U.S. dollar at a ratio of one dollar per one Balboa. The Government does not print paper currency, although a limited amount of coinage is minted. Although the absence of a printed national currency and the general absence of domestic budgetary financing through the banking system (other than from 1987 to 1989) reduce the risk of runaway inflation, they do impose constraints on fiscal and monetary policy, particularly for responding to external shocks that are not present in countries that can finance their deficits by printing local currency through central banks that can act as lender of last resort. In 2014, Panama's non-financial public sector balance recorded a deficit of \$1,563.1 million (or 3.1% of nominal GDP). In 2015, Panama's non-financial public sector balance recorded a deficit of \$1,208.1 million (or 2.2% of nominal GDP). In 2016, Panama's non-financial public sector balance recorded a preliminary deficit of \$1,052.7 million (or 1.8% of nominal GDP). In 2017, Panama's non-financial public sector balance recorded an estimated deficit of \$1,160.2 million (or 1.9% of nominal GDP). In 2018, Panama's non-financial public sector balance recorded an estimated deficit of \$1,339.3 million (or 2.0% of nominal GDP). Future deficits could result in an increase in Panama's debt, which could in turn have an adverse effect on Panama's ability to service its debt.

*An adverse change in Panama's debt-to-GDP ratio could increase the burden on servicing Panama's debt.*

Panama's gross public debt to GDP ratio was 36.5% in 2014, 37.4% in 2015, 37.3% in 2016, 37.5% in 2017 and 39.5% in 2018. Any significant increase in Panama's gross public sector debt-to-GDP ratio could have an adverse effect on Panama's ability to service its debt. See "Recent Developments—The Economy" in this prospectus supplement.

---

[Table of Contents](#)

*Panama's economy remains vulnerable to external shocks, including those that could be caused by future significant economic difficulties of its major regional trading partners or by more general "contagion" effects, which could have a material adverse effect on Panama's economic growth and its ability to service its public debt.*

Emerging-market investment generally poses a greater degree of risk than investment in more mature market economies because the economies in the developing world are more susceptible to destabilization resulting from domestic and international developments.

A significant decline in the economic growth of, or relationships with, any of Panama's major trading partners could adversely affect Panama's economic growth. In addition, because international investors' reactions to the events occurring in one emerging market country sometimes appear to demonstrate a "contagion" effect, in which an entire region or class of investment is disfavored by international investors, Panama could be adversely affected by negative economic or financial developments in other emerging market countries. Panama is also vulnerable to external developments due to its reliance on foreign creditors.

High economic growth has resumed in recent years, with real GDP growth rates of 5.1% in 2014, primarily due to port activity, air transport, financial intermediation, tourism, Panama Canal services and exports of banana, melon and watermelon. For 2015, real GDP grew by 5.7%. For 2016, preliminary real GDP grew by 5.0%, primarily due to construction, mining, real estate and financial intermediation activities. For 2017, estimated real GDP grew by 5.3% primarily due to port activity, air transport, financial intermediation, and Panama Canal services. For 2018, estimated real GDP grew by 3.7% primarily due to port activity, air transport, financial intermediation, Panama Canal services, and construction. There can be no assurance that any crises or similar events will not negatively affect investor confidence in emerging markets or the economies of the principal countries in Latin America, including Panama. In addition, there can be no assurance that these events will not adversely affect Panama’s economy, its ability to raise funding in the external debt markets in the future or its ability to service its public debt.

[Table of Contents](#)

**INCORPORATION BY REFERENCE**

The SEC allows Panama to incorporate by reference some information that Panama files with the SEC. Panama can disclose important information to you by referring you to those documents. Panama’s SEC filings are available to the public from the SEC’s website at <http://www.sec.gov>. Exhibit D to Panama’s annual report on [Form 18-K](#) for the year ended December 31, 2018, filed with the SEC on September 27, 2019, and as may be amended from time to time (as so amended, the “Annual Report”), is considered part of and incorporated by reference in this prospectus supplement and the accompanying prospectus. You may also obtain copies of documents incorporated by reference, free of charge, at the office of the Luxembourg paying agent specified on the inside back cover of this prospectus supplement.

For purposes of Commission Regulation (EC) No. 2019/980, any information not listed in the cross reference table but included in the documents incorporated by reference is given for information purposes only:

<u>Prospectus Regulation Item</u>	<u>Annual Report on Form 18-K for 2018</u>
Issuer’s position within the governmental framework	“The Republic of Panama—Form of Government and Political Parties” on pages D-11 to D-12 of Exhibit D
Geographic location and legal form of the issuer	“The Republic of Panama” on pages D-10 to D-12 of Exhibit D
Recent events relevant to the issuer’s solvency	“The Panamanian Economy—Reforms and Development Programs” and “—Economic Performance—2014 Through 2018” on pages D-19 to D-25 of Exhibit D
Structure of the issuer’s economy	“Structure of the Panamanian Economy” on pages D-26 to D-32, “The Panama Canal” on pages D-33 to D-40, “The Colón Free Zone” on pages D-41 to D-42 and “Financial System” on pages D-56 to D-63 of Exhibit D
Gross domestic product	“The Panamanian Economy” on pages D-13 to D-25 of Exhibit D
Panama’s political system and government	“The Republic of Panama —Form of Government and Political Parties” on pages D-11 to D-12 of Exhibit D
Tax and budgetary systems of the issuer	“Public Finance—Central Government Budget” and “—Taxation” on pages D-48 to D-50 of Exhibit D
Gross public debt of the issuer	“Public Sector Debt” on pages D-77 to D-84 of Exhibit D
Foreign trade and balance of payments	“Foreign Trade and Balance of Payments” on pages D-64 to D-76 of Exhibit D
Foreign exchange reserves	“Public Finance—International Reserves” on page D-55 of Exhibit D
Financial position and resources	“Public Finance” on pages D-48 to D-55 of Exhibit D
Income and expenditure figures and 2018 Budget	“Public Finance—Central Government Budget” on pages D-48 to D-55 of Exhibit D

[Table of Contents](#)

**USE OF PROCEEDS**

The net proceeds from the sale of the global bonds, excluding accrued interest, will be approximately U.S.\$1,438,963,000, after deduction of underwriting discounts and expenses payable by Panama, estimated to be U.S.\$389,000. Panama intends to use the net proceeds of the offering for general budgetary purposes.

[Table of Contents](#)

**RECENT DEVELOPMENTS**

*The information included in this section supplements the information about Panama contained in Panama’s Annual Report. To the extent the information in this section is inconsistent with the information contained in such Annual Report, the information in this section replaces such information. Initially capitalized terms used in this section have the respective meanings assigned to those terms in such Annual Report.*

**Political Developments**

On August 12, 2019, President Laurentino Cortizo Cohen appointed Juan Ricardo De Dianous Henríquez as Panama’s new ambassador to the United States of America.

On September 5, 2019, Ricaurte Vásquez took office as the new Administrator of the Panama Canal for a seven year term.

On September 24, 2019, the plenary session of the National Assembly ratified Julio Javier Justiniani and Moisés Cohen as members of the board of the Panama Savings Fund (“FAP”).

On October 11, 2019, Nicolás González Revilla Paredes and Enrique Sánchez Salmon formally assumed their positions as directors on the Board of Directors of the Panama Canal Authority (PCA).

On October 21, 2019, President Cortizo appointed Héctor Ortega, current president of the Panamanian Chamber of Construction, as the new Director General of the Panama Metro.

On November 12, 2019, Attorney General Kenia Porcell announced her resignation, which will be effective as of January 1, 2020. Porcell is resigning with the intent to preserve the institutional integrity of the *Procuraduría General* after text messages between her and former Panamanian President Juan Carlos Varela were leaked.

**Recent Government Actions**

On May 2, 2019, the *Empresa de Transmision Electrica S.A.* (“ETESA”) issued U.S.\$500,000,000 aggregate principal amount of its 5.125% Global Notes due 2049.

On August 22, 2019, the *Grupo de Acción Financiera de Latinoamérica* (“GAFILAT,” formerly the *Grupo de Acción Financiera de Sudamérica*, “GAFISUD”) published the second enhanced follow-up report on Panama. The report concluded that Panama continues to make significant progress in addressing the technical deficiencies identified in the MER and upgraded Panama’s compliance rating. Panama has committed to continue reporting on and enhancing its implementation process.

On August 15, 2019, President Cortizo signed into law Law No. 11, which created the Ministry of Culture.

On September 20, 2019, President Cortizo signed into law Law No. 94, which increased to U.S.\$ 180,000 the amount of certain housing loans eligible for preferential interest.

On September 19, 2019, President Cortizo signed into law Law No. 93, which creates a public-private partnership framework. This program aims to generate jobs and stimulate the national economy by providing incentives for private companies to invest in public infrastructure.

On September 27, 2019, construction began on the extension of the second line of the Panama Metro, which when completed will provide service to Tocumen International Airport.

[Table of Contents](#)

On October 2, 2019, the Foreign Relations Commission of the National Assembly approved Bill No. 89, approving a Free Trade Agreement between the State of Israel and the Republic of Panama, and which the government expects will generate significant advantages for both nations.

On October 4, 2019, President Cortizo signed into law Law No. 97, which aims to guarantee the supply of medicine, reduce costs, and allow the Ministry of Health and the Social Security Fund to purchase medicine in a unified manner through international organizations.

On October 11, 2019, President Cortizo signed into law Law No. 99, which establishes a general tax amnesty program for people who are delinquent in their tax payments. The program includes a reduction in interest, surcharges, and fines for delinquent taxpayers.

On October 31, 2019, President Cortizo signed into law Law No. 102, which allows an increase in the maximum ceiling of the Republic’s fiscal deficit for the next four years. Under the law, the Republic’s permitted fiscal deficit was increased to 3.5% of GDP in 2019, 2.75% in 2020, 2.50% in 2021 and 2.0% in 2022.

On October 31, 2019, the National Assembly approved the Republic’s budget for 2020, in the amount of U.S.\$23.3 billion.

On October 31, 2019, Moody’s Investors Services (Moody’s) confirmed the Republic’s investment grade rating, at Baa1 with a stable outlook.

On November 5, 2019, the Minister of Economy and Finance, Héctor Alexander, announced that the government would pay off approximately U.S.\$1.2 billion in accumulated debt of the Colon Free Zone.

**The Panamanian Economy**

In the first six months of 2019, Panama’s estimated GDP growth was 3.0%, compared to 3.5% for the same period in 2018. Inflation, as measured by the average CPI with base year 2013, was negative 0.3% in the first eight months of 2019.

Economic activity in the transportation, storage and communications sector was 4.8% greater in the first six months of 2019 than in the first six months of 2018 (representing 13.9% of GDP), primarily due to an increase in the operations of the Panama Canal, air and ground transportation, and ports. Mining activity was 4.6% greater in the first six months of 2019 than in the first six months of 2018 (representing 1.7% of GDP), due to the increase in demand for raw materials for the construction industry. Activity in the construction sector was 3.8% greater in the first six months of 2019 than in the first six months of 2018 (representing 16.7% of GDP), primarily due to the execution of public and private infrastructure projects. Financial intermediation sector activity was 4.3% greater in the first six months of 2019 than in the first six months of 2018 (representing 7.4% of GDP), attributable mainly to banking activity.

On November 12, 2019, the National Assembly approved Panama’s 2020 budget. The budget contemplates total expenditures of U.S.\$23.3 billion, with estimates based on an anticipated nominal GDP of U.S.\$73.2 billion. The budget allocates public expenditures as follows: 43.5% to social services; 16.0% to financial services; 13.7% to general services; 8.0% to infrastructure development; 2.8% to development and promotion of production; 1.0% to environment and technology; and 15.0% to other services.

The preliminary Central Government’s current savings for the first nine months of 2019 registered a deficit of U.S.\$763.0 million (1.1% of nominal GDP) compared to a deficit of U.S.\$112.0 million during the same period in 2018 (0.2% of nominal GDP). The Government’s overall deficit increased from U.S.\$3.3 billion during the first nine months of 2019 (4.8% of nominal GDP) compared to a deficit of U.S.\$3.2 billion during the same period in 2018 (4.9% of nominal GDP).

[Table of Contents](#)

The preliminary fiscal deficit of the non-financial public sector for the first nine months of 2019 was approximately U.S.\$2,454.0 million (3.6% of nominal GDP). Article 10 of the Social and Fiscal Responsibility Law, as amended, establishes a ceiling for the full-year 2019 adjusted fiscal deficit of the non-financial public sector of 3.5% of nominal GDP.

The preliminary fiscal deficit of U.S.\$2,454.0 million for the non-financial public sector deficit for the nine-month period ended on September 30, 2019, represented an increase of U.S.\$250.0 million over the deficit of U.S.\$2,204.0 million registered for the same period of 2018. Total non-financial public sector expenditures for the nine-month period ended September 30, 2019 were U.S.\$10,525.0 million, a decrease of U.S.\$73.0 million (0.7%) from U.S.\$10,598.0 million. Total revenue for the nine-month period ended on September 30, 2019 was U.S.\$8,070.0 million, a decrease of U.S.\$323.0 million (3.9%) from U.S.\$8,394.0 million for the same period of 2018.

On the expenditure side, non-financial public sector capital expenses totaled U.S.\$2,597.0 million for the first nine month of 2019, a decrease of U.S.\$541.0 million (17.3%) compared to U.S.\$3,139.0 million during the same period of 2018. Non-financial public sector current expenses during the nine-month period ended September 30, 2019 totaled U.S.\$7,928.0 million, a U.S.\$468.0 million (6.3%) increase from U.S.\$7,459.0 million during the same period of 2018. Tax revenue during the first nine months of 2019 totaled U.S.\$4,062.0 million, a decrease of U.S.\$165.0 million (3.9%) from

U.S.\$4,228.0 million for the same period of 2018. Non-tax revenue totaled U.S.\$1,036.0 million, a decrease of U.S.\$168.0 million (13.9%) from U.S.\$1,204.0 million for the same period in 2018. Capital revenue during the first nine months of 2019 totaled U.S.\$6.0 million, a U.S.\$1.0 million increase (19.7%) from U.S.\$5.0 million for the same period in 2018.

**Financial System**

*La Bolsa de Valores de Panamá* (“La Bolsa”) aggregate trades increased from U.S.\$30.6 million in 1991 to U.S.\$6.1 billion in 2018, La Bolsa remains a small portion of the financial services sector. Equity trades represented 3.8% of 2018 trading volume.

**The Panama Canal**

On September 26, 2019, the National Assembly approved the Panama Canal budget for fiscal year 2020, which budget estimates revenues of U.S.\$3,426.1 million and contributions to the National Treasury of U.S.\$1,824.1 million.

On October 21, 2019, the Panama Canal officially opened the mooring station in the expanded *Cocolí* lock, which will increase the daily number of transits through the Canal to up to 12 per day.

On October 24, 2019, according to preliminary figures, the Panama Canal reported total revenues of U.S.\$3,365.9 million for fiscal year 2019, including U.S.\$2,592.5 million in toll revenues, compared to U.S.\$2,485.0 million in toll revenues during fiscal year 2018. This growth in toll revenues was mainly due to an increase in the transit of container ships.

On October 28, 2019, the Cabinet adopted Resolution No. 106, authorizing the Ministry of Finance and Economy to negotiate a memorandum of understanding with AES Global Power Holdings, B.V. (“AES”) with respect to an eventual transfer of AES’s ownership interest in the *Bayano* hydroelectric project to the Republic.

**Public Debt**

As of September 30, 2019, the Republic’s total public debt was U.S.\$28,644.4 million. Internal public debt accounted for 21.0% of total debt, while external public debt accounted for 79.0% of total debt. The average maturity of the debt portfolio as of September 30, 2019, was 11.7 years, with an average duration of 7.9 years.

[Table of Contents](#)

**DESCRIPTION OF THE 2030 BONDS**

*Panama will issue the 2030 bonds under the fiscal agency agreement, dated as of September 26, 1997, as amended by Amendment No. 1 thereto, dated September 4, 2003, Amendment No. 2 thereto, dated February 13, 2015 and Amendment No. 3 thereto, dated October 26, 2016, between Panama and The Bank of New York Mellon (as successor in interest to JPMorgan Chase Bank, N.A.), as fiscal agent. Panama has appointed a registrar, paying agent and transfer agent in accordance with the fiscal agency agreement.*

*The following description is a summary of the material provisions of the 2030 bonds and the fiscal agency agreement. Because it is only a summary the description may not contain all of the information that is important to you as a potential investor in the 2030 bonds. Therefore, Panama urges you to read the fiscal agency agreement and the forms of 2030 bond in making your decision on whether to invest in the 2030 bonds. Panama has filed a copy of these documents with the SEC, and copies of these documents are available at the office of the fiscal agent in New York City.*

*The following description of the particular terms of the 2030 bonds offered hereby supplements and, to the extent inconsistent therewith, replaces information contained in the description of the general terms and provisions of the debt securities set forth in the prospectus.*

**General Terms of the 2030 Bonds**

- will be issued in an aggregate principal amount of U.S.\$300,000,000;
- will mature at par, including any accrued and unpaid interest, on January 23, 2030;
- will bear interest at 3.160% per annum accruing from July 23, 2019, calculated on the basis of a 360-day year, consisting of twelve 30-day months;
- will pay interest semi-annually in arrears in equal installments on January 23 and July 23 of each year, beginning January 23, 2020 to be paid to the person in whose name the 2030 bond is registered at the close of business on the preceding January 8 or July 8, respectively, whether or not a business day;

- will be redeemable at the option of Panama before maturity (see “—Optional Redemption”);
- will not entitle its holders to the benefit of any sinking fund;
- will be unsubordinated, unsecured (subject to the provisions in the 2030 bonds providing for securing such obligations in the event certain other obligations of Panama are secured), direct, unconditional and general obligations of Panama. The 2030 bonds will be designated equal ranking securities and, as such, the 2030 bonds will rank without any preference among themselves and equally with all other unsecured and unsubordinated public indebtedness of Panama. It is understood that this provision shall not be construed so as to require Panama to make payments under the 2030 bonds ratably with payments being made under any other public indebtedness. See “Debt Securities—Status of the Debt Securities” in the accompanying prospectus. Panama has pledged its full faith and credit for the due and punctual payment of principal and interest on the 2030 bonds and all obligations of Panama in respect of the 2030 bonds;
- will be recorded on, and transferred through, the records maintained by DTC and its direct and indirect participants, including Euroclear and Clearstream, Luxembourg;
- will be issued in fully registered book-entry form, without coupons, registered in the name of DTC or its nominee in denominations of \$200,000 and integral multiples of \$1,000 in excess thereof; and
- will be available in definitive form only under certain limited circumstances.

The 2030 bonds will contain provisions regarding acceleration and voting on amendments, modifications, changes and waivers that differ from those applicable to the Republic’s outstanding Public External Indebtedness

[Table of Contents](#)

issued prior to March 16, 2015, including the 2053 bonds. These provisions are referred to as “aggregated collective action clauses.” Under these provisions, Panama may amend the payment provisions of the 2030 bonds and other reserve matters listed in the fiscal agency agreement with the consent of the holders of: (1) with respect to a single series of debt securities, more than 75% of the aggregate principal amount of the outstanding debt securities of such series; with respect to two or more series of debt securities, if certain “uniformly applicable” requirements are met, more than 75% of the aggregate principal amount of the outstanding debt securities of all series affected by the proposed modification, taken in the aggregate; or (3) with respect to two or more series of debt securities, whether or not certain “uniformly applicable” requirements are met, more than 66 2/3% of the aggregate principal amount of the outstanding bonds of all series affected by the proposed modification, taken in the aggregate, and more than 50% of the aggregate principal amount of the outstanding debt securities of each series affected by the proposed modification, taken individually.

Additionally, if an event of default has occurred and is continuing with respect to the 2030 bonds, the 2030 bonds may be declared to be due and payable immediately by holders of not less than 25% of the outstanding aggregate principal amount of the 2030 bonds. Those provisions are described in the sections entitled “—Events of Default; Acceleration of Maturity” and “—Meetings, Amendments and Waivers” in this prospectus supplement and “Aggregated Collective Action Securities” in the accompanying prospectus.

**Optional Redemption of the 2030 Bonds**

Prior to October 23, 2029 (three months prior to the maturity date of the 2030 bonds), the 2030 bonds will be redeemable, in whole or in part, at any time and from time to time, at Panama’s option, on not less than 30 nor more than 60 days’ notice to holders, at a redemption price equal to the greater of (1) 100% of the principal amount of the 2030 bonds being redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on the 2030 bonds being redeemed (excluding the portion of any such interest accrued to the redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Yield (as defined below), plus 20 basis points, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the redemption date.

At any time on or after October 23, 2029 (three months prior to the maturity date of the 2030 bonds), the 2030 bonds will be redeemable, in whole or in part at any time and from time to time, at Panama’s option, on not less than 30 nor more than 60 days’ notice to holders, at a redemption price equal to 100% of the principal amount of the 2030 bonds to be redeemed, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the date of redemption.

*Definitions and Terms Applicable to Optional Redemption of the 2030 bonds*

For this purpose, the following terms have the following meanings:

- “Treasury Yield” means, with respect to the redemption date, the rate per year equal to the semi-annual equivalent yield to maturity or interpolated (on a day-count basis) yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.
- “Comparable Treasury Issue” means for the 2030 bonds the United States Treasury security or securities selected by an Independent

Investment Banker appointed by Panama as having an actual or interpolated maturity comparable to the remaining term of the 2030 bonds, or such other maturity as would be utilized at the time of selection and in accordance with customary financial practice, in pricing new issues of investment grade debt securities of comparable maturity to the remaining term of the 2030 bonds.

- “Comparable Treasury Price” means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest

[Table of Contents](#)

such Reference Treasury Dealer Quotations for such redemption date, or (2) if Panama obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

- “Independent Investment Banker” means, either Citigroup Global Markets Inc. or J.P. Morgan Securities LLC or their respective successors or, if such firms are unwilling or unable to select the Comparable Treasury Issue, one of the remaining Reference Treasury Dealers appointed by Panama.
- “Reference Treasury Dealer” means, Citigroup Global Markets Inc. or J.P. Morgan Securities LLC or their affiliates and any three other Primary Treasury Dealers selected by Panama; *provided* that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Republic will substitute such dealer for another Primary Treasury Dealer.
- “Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by Panama, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to Panama by such Reference Treasury Dealer at 3:30 p.m., (New York time) on the third business day preceding such redemption date.

Panama will mail, or cause to be mailed, a notice of redemption to each holder by first-class mail, postage prepaid, at least 30 days and not more than 60 days prior to the redemption date, to the address of each holder as it appears on the register maintained by the registrar. A notice of redemption will specify the redemption date and may provide that it is subject to certain conditions that will be specified in the notice. If those conditions are not met, the redemption notice will be of no effect and Panama will not be obligated to redeem the bonds.

In the event that fewer than all of the 2030 bonds are to be redeemed at any time, selection of 2030 bonds for redemption will be made in compliance with the requirements governing redemptions of the principal securities exchange, if any, on which 2030 bonds are listed or if such securities exchange has no requirement governing redemption or the 2030 bonds are not then listed on a securities exchange, by lot (or, in the case of 2030 bonds issued in 2030 form, based on the applicable procedures of DTC). If 2030 bonds are redeemed in part, the remaining outstanding amount of any bond must be at least equal to U.S. \$200,000 and be an integral multiple of U.S. \$1,000.

Unless Panama defaults in the payment of the redemption price, on and after the redemption date interest will cease to accrue on the 2030 bonds called for redemption.

**Payments of Principal and Interest**

Panama will make payments of principal of and premium and interest on the 2030 bonds in U.S. dollars through the fiscal agent to DTC, which will receive the funds for distribution to the holders of the 2030 bonds.

Panama expects that holders of the 2030 bonds will be paid in accordance with the procedures of DTC and its direct and indirect participants. Neither Panama nor the fiscal agent will have any responsibility or liability for any aspect of the records of, or payments made by, DTC or any failure on the part of DTC to make payments to holders of the 2030 bonds from the funds it receives.

If any date for an interest or principal payment is a day on which banking institutions in New York City are authorized or obligated by law or executive order to be closed, Panama will make the payment on the next New York City banking day. No interest on the 2030 bonds will accrue as a result of this delay in payment.

If any money that Panama pays to the fiscal agent or to any paying agent for the payment of principal of or premium or interest on the 2030 bonds is not claimed prior to the expiration of two years after the principal or premium or interest was due and paid by Panama, then the fiscal agent or paying agent will repay the money to

[Table of Contents](#)

Panama. If this occurs, Panama will promptly confirm the receipt of this repayment in writing to the fiscal agent. After any such repayment, the fiscal agent or paying agent will not be liable with respect to the payments. However, Panama’s obligations to pay the principal of and premium and interest on the 2030 bonds as they become due will not be affected by such repayment. To the extent permitted by law, the 2030 bonds will become void unless presented for payment within five years after the maturity date thereof (or such shorter period as may be prescribed by applicable law).

**Events of Default; Acceleration of Maturity**

Any of the following events will be an event of default with respect to the 2030 bonds:

- (a) a default by Panama in any payment of principal of the 2030 bonds which continues for 15 calendar days;
- (b) a default by Panama in any payment of interest on the 2030 bonds which continues for 30 calendar days;
- (c) a default by Panama in the performance of any other obligation under the 2030 bonds which continues for 60 calendar days after the holder of any 2030 bonds has provided to the fiscal agent written notice requiring this default be remedied;
- (d) an acceleration of any aggregate principal amount of public indebtedness of Panama that exceeds U.S.\$25,000,000 (or its equivalent in any other currency) by reason of an event of default resulting from Panama’s failure to make any payment of principal, premium or interest under this public indebtedness when due;
- (e) a failure of Panama to make any payment in respect of public indebtedness of Panama in an aggregate principal amount in excess of U.S.\$25,000,000 (or its equivalent in any other currency) when due (whether at stated maturity, by acceleration or otherwise), which continues for 30 calendar days after the holder of any 2030 bonds has provided to the fiscal agent written notice requiring this default be remedied;
- (f) a declaration by Panama of a moratorium with respect to the payment of principal of, or premium or interest on, public external indebtedness of Panama which does not expressly exclude the 2030 bonds; or
- (g) a denial or repudiation by Panama of its obligations under the 2030 bonds.

If an event of default described above occurs and is continuing with respect to the 2030 bonds, the holders of at least 25% of the outstanding aggregate principal amount of the 2030 bonds may, by notice to the fiscal agent, declare all the 2030 bonds to be due and payable immediately. Holders of less than 25% of the outstanding aggregate principal amount of the 2030 bonds may not, on their own, declare the 2030 bonds to be due and payable immediately. Holders of 2030 bonds may exercise these rights only by providing a written demand to Panama and the fiscal agent at a time when the event of default is continuing.

Upon any declaration of acceleration, the principal, interest and all other amounts payable on the 2030 bonds will be immediately due and payable on the date Panama receives written notice of the declaration, unless Panama has remedied the event or events of default prior to receiving the notice. The holders of 50% or more of the outstanding aggregate principal amount of the 2030 bonds may rescind a declaration of acceleration if the event or events of default giving rise to the declaration have been cured or waived.

**Fiscal Agent**

The fiscal agency agreement contains provisions relating to the obligations and duties of the fiscal agent, to the indemnification of the fiscal agent and to the fiscal agent’s relief from responsibility for actions that it takes. The fiscal agent is entitled to enter into business transactions with Panama or any of its respective affiliates without accounting for any profit resulting from such transactions.

[Table of Contents](#)

**Paying Agents; Transfer Agents; Registrar**

Panama has initially appointed The Bank of New York Mellon (as successor in interest to JPMorgan Chase Bank, N.A.), acting through its Corporate Trust Office in New York, as paying agent, transfer agent and registrar. Panama may at any time appoint new paying agents, transfer agents and registrars. Panama, however, will at all times maintain:

- a principal paying agent in New York City, and
- a registrar in New York City.

In addition, so long as the 2030 bonds are listed on the Official List of the Luxembourg Stock Exchange and the rules of such exchange so require, Panama will maintain a paying agent and a transfer agent in Luxembourg. Panama will promptly provide notice (as described under “—Notices”) of the termination or appointment of, or of any change in the office of, any paying agent, transfer agent or registrar.

**Definitive 2030 Bonds**

Panama will issue 2030 bonds in definitive form in exchange for the book-entry securities only if:

- DTC is unwilling or unable to continue as depository, is ineligible to act as depository or ceases to be a “clearing agency” registered under the U.S. Securities Exchange Act of 1934, as amended, and Panama does not appoint a qualified successor within ninety (90) days after DTC notifies Panama or Panama becomes aware that DTC is unwilling, unable or ineligible to act as depository or is no longer registered to be a “clearing agency”;
- Panama, at its option, elects to terminate the book-entry system through DTC; or
- an event of default with respect to the 2030 bonds shall have occurred and be continuing.

Payments on any definitive 2030 bonds will be made at the Corporate Trust Office of the fiscal agent in New York City and at the specified office of the paying agent in Luxembourg (against surrender of the relevant definitive 2030 bond, in the case of payments of principal). You will not be charged a fee for the registration of transfers or exchanges of definitive 2030 bonds. You may transfer any of the definitive registered 2030 bonds, according to the procedures in the fiscal agency agreement, by presenting and surrendering it at the office of any transfer agent.

**Notices**

In the case of securities in definitive form, Panama will publish notices to the holders of the 2030 bonds in a leading newspaper having general circulation in London and New York. Panama expects that it will make such publication in the Financial Times and The Wall Street Journal. In the case of the book-entry securities, notices will be sent to DTC or its nominee, as the holder thereof, and DTC will communicate such notices to DTC participants in accordance with its standard procedures. So long as the 2030 bonds are listed on the Luxembourg Stock Exchange and the rules of that Exchange so require, Panama will publish notices to the holders of the 2030 bonds on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in a leading newspaper having general circulation in Luxembourg. Panama will consider a notice to be given on the date of its first publication.

**Further Issues of the 2030 Bonds**

From time to time, without the consent of holders of the 2030 bonds, and subject to the required approvals under Panamanian law, Panama may create and issue additional debt securities with the same terms and conditions as those of the 2030 bonds (or the same except for the amount of the first interest payment and the issue price), provided that such additional debt securities do not have, for purposes of U.S. federal income taxation (regardless of whether any holders of such debt securities are subject to the U.S. federal tax laws), a

[Table of Contents](#)

greater amount of original issue discount than the 2030 bonds have as of the date of issuance of such additional debt securities. Panama may also consolidate the additional debt securities to form a single series with the outstanding 2030 bonds.

**Meetings, Amendments and Waivers**

Panama may call a meeting of the holders of the 2030 bonds at any time regarding the fiscal agency agreement or the 2030 bonds. Panama will determine the time and place of the meeting. Panama will notify the holders of the time and place and in general terms the actions proposed to be taken at the meeting not less than 30 nor more than 60 days before the date on which the meeting is scheduled.

In addition, if after the occurrence and during the continuance of any event of default (or any event that with the giving of notice or lapse of time or both could constitute an event of default), Panama or the holders of at least 10% in principal amount of all 2030 bonds then outstanding have requested a meeting of holders of the 2030 bonds, the fiscal agent will call such meeting. The fiscal agent will call such meeting by written notice to the holders, such notice specifying the time and place of the meeting and in reasonable detail the action proposed to be taken at the meeting.

Only holders and their proxies are entitled to vote at a meeting of holders. The Fiscal Agent will set such reasonable and customary regulations as it deems advisable to govern the conduct of the meeting.

Modifications may also be approved by holders of 2030 bonds pursuant to the written consent of the requisite percentage holders of 2030 bonds. Panama will solicit the consent of the relevant holders to the modification not less than 10, nor more than 30, days before the expiration date for the receipt of such consents as specified by Panama.

The holders may generally approve any proposal by Panama, other than a reserve matter modification, to modify the fiscal agency agreement or the terms of the 2030 bonds with the affirmative vote (if approved at a meeting of the holders) or consent (if approved by written action) of holders of more than 50% of the outstanding principal amount of the 2030 bonds.

However, holders may approve, by vote or consent through one of three modification methods below, any proposed modification by Panama that would do any of the following (such subjects referred to as “reserve matters”):

- change the date on which any amount of principal, premium or interest is due on the 2030 bonds;
- reduce the principal amount of the 2030 bonds, the portion of such principal amount that is payable upon acceleration of the maturity of the 2030 bonds, the interest rate on the 2030 bonds or the premium payable upon redemption of the 2030 bonds;
- change the currency or place of payment of any amount of principal, premium or interest payable on the 2030 bonds;
- shorten the period in which Panama is not permitted to redeem the 2030 bonds or permit Panama to redeem the 2030 bonds if, prior to such modification, Panama is not permitted to do so;
- reduce the percentage of affirmative votes or written consents, as the case may be, required to modify, amend or supplement the fiscal agency agreement or the terms and conditions of the 2030 bonds or to take any action provided by the 2030 bonds or fiscal agency agreement;
- change the obligation of Panama to pay additional amounts, if any, pursuant to the 2030 bonds;
- change the definition of “uniformly applicable,” “reserve matter”, “reserve matter modification” or “outstanding”;

[Table of Contents](#)

- change the method used to calculate any amount payable on the 2030 bonds (other than in accordance with the express terms of the 2030 bonds and the fiscal agency agreement);
- change the ranking of the 2030 bonds (unless, as a technical modification, the ranking is changed for the purpose of securing the 2030 bonds);
- change the identity of the obligor under the 2030 bonds; or
- change the governing law, appointment of an agent for the service of process, submission to jurisdiction or agreement not to raise certain immunity defenses, as provided in the terms of the 2030 bonds.

A change to a reserve matter, including the payment terms of the 2030 bonds, can be made without your consent, as long as the change is consented to by Panama and approved, pursuant to one of the three following modification methods, by vote or consent by:

- (a) the holders of more than 75% of the aggregate principal amount of the outstanding 2030 bonds;
- (b) where such proposed modification would affect the outstanding debt securities of two or more series, the holders of more than 75% of the aggregate principal amount of outstanding debt securities of all of the series affected by the proposed modification, taken in the aggregate, if certain “uniformly applicable” requirements are met; or
- (c) where such proposed modification would affect the outstanding debt securities of two or more series, the holders of more than 66 2/3% of the aggregate principal amount of the outstanding debt securities of all of the series affected by the proposed modification, taken in the aggregate, and the holders of more than 50% of the aggregate principal amount of the outstanding debt securities of each series affected by the modification, taken individually, whether or not certain “uniformly applicable” requirements are met.

It is understood that a cross-series modification constituting or including a reserve matter modification to the terms and conditions of the 2030 bonds that is not uniformly applicable must be effected pursuant to clause (c) above; a cross-series modification that is uniformly applicable may be effected pursuant to clause (b) or (c) above, at Panama’s option.

The term “uniformly applicable,” as referred to above, in the context of a proposed cross-series modification, means a modification by which holder of debt securities of any series affected by that modification are invited to exchange, convert or substitute their debt securities on the same terms for (x) the same new instruments or other consideration or (y) new instruments or other consideration from an identical menu of instruments or other consideration. A modification will not be considered to be uniformly applicable if each exchanging, converting or substituting holder of debt securities of any series affected by that modification is not offered the same amount of consideration per amount of principal, the same amount of consideration per amount of interest accrued but unpaid and the same amount of consideration per amount of past due interest, respectively, as that offered to each other exchanging, converting or substituting holder of debt securities of any series affected by that modification (or, where a menu of instruments or other consideration is offered, each exchanging, converting or substituting holder of debt securities of any series affected by that modification is not offered the same amount of consideration per amount of principal, the same amount of consideration per amount of interest accrued but unpaid and the same amount of consideration per amount of past due interest, respectively, as that offered to each other exchanging, converting or substituting holder of debt securities of any series affected by that modification electing the same option under such menu of instruments).

Panama may select, in its discretion, any modification method for a reserve matter modification in accordance with the fiscal agency agreement and to designate which series of securities will be included for approval in the aggregate of modifications affecting two or more series of debt securities. Any

selection of a modification method or designation of series to be included will be final for the purpose of that vote or consent solicitation.

[Table of Contents](#)

Before soliciting the written consent or the vote of any holder of debt securities for any change to a reserve matter, Panama will provide the following information to the fiscal agent for distribution to the holders of debt securities of any series that would be affected by the proposed modification:

- a description of Panama’s economic and financial circumstances that are in Panama’s opinion relevant to the request for the proposed modification, a description of Panama’s existing debts and description of its broad policy reform program and provisional macroeconomic outlook;
- if Panama shall at the time have entered into an arrangement for financial assistance with multilateral and/or other major creditors or creditor groups and/or an agreement with any such creditors regarding debt relief, (x) a description of any such arrangement or agreement and (y) where permitted under the information disclosure policies of the multilateral or other creditors, as applicable, a copy of the arrangement or agreement;
- a description of Panama’s proposed treatment of external debt instruments that are not affected by the proposed modification and its intention with respect to any other major creditor groups; and
- if Panama is then seeking any reserve matter modification affecting any other series of debt securities, a description of that proposed modification.

For purposes of determining whether the holders of the requisite principal amount of the debt securities of a series have approved any request, demand, authorization, direction, notice, consent, amendment, modification or supplement to, or waiver of, the 2030 bonds or the fiscal agency agreement, or whether the holders of the requisite principal amount of the debt securities of a series have delivered a notice of acceleration of the 2030 bonds, 2030 bonds owned, directly or indirectly, by Panama or any public sector instrumentality of Panama will be disregarded and deemed not to be “outstanding”, except that in determining whether the fiscal agent shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, amendment, modification, supplement, waiver, or any notice from holders, only 2030 bonds that a responsible officer of the fiscal agent knows to be so owned shall be so disregarded.

As used in the preceding paragraph, “public sector instrumentality” means any department, ministry or agency of the national government of Panama, any political subdivision of Panama, or any corporation, trust, financial institution or other entity owned or controlled by the national government of Panama or any of the foregoing, and “control” means the power, directly or indirectly, through the ownership of voting securities or other ownership interests, by contract or otherwise, to direct the management of or elect or appoint a majority of the board of directors or other persons performing similar functions in lieu of, or in addition to, the board of directors of a corporation, trust, financial institution or other entity.

**Certain Amendments Not Requiring Holder Consent**

Panama and the fiscal agent may, without the vote or consent of any holder of 2030 bonds of a series, amend the fiscal agency agreement or the 2030 bonds for the purpose of:

- adding to Panama’s covenants for the benefit of the holders;
- surrendering any of Panama’s rights or powers with respect to the 2030 bonds;
- securing the 2030 bonds;
- curing any ambiguity or curing, correcting or supplementing any defective provision in the 2030 bonds or the fiscal agency agreement; or
- amending the 2030 bonds or the fiscal agency agreement in any manner that Panama and the fiscal agent may determine and that does not materially adversely affect the interest of any holders of the 2030 bonds.

[Table of Contents](#)

**Purchase of 2030 Bonds by Panama**

Panama may at any time purchase any of the 2030 bonds in any manner and for any consideration. All 2030 bonds which are purchased by or on behalf of Panama may be held, resold or surrendered for cancellation.

**Governing Law**

The fiscal agency agreement is, and the 2030 bonds will be, governed by the laws of the State of New York, except with respect to their authorization and execution, which will be governed by the laws of Panama.

**Listing**

Application will be made to list the 2030 bonds on the Official List of the Luxembourg Stock Exchange and to have the 2030 bonds admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange.

[Table of Contents](#)

**DESCRIPTION OF THE 2053 BONDS**

*Panama will issue the 2053 bonds under the fiscal agency agreement, dated as of September 26, 1997, as amended by Amendment No. 1 thereto, dated September 4, 2003, between Panama and The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A.), as fiscal agent. Panama has appointed a registrar, paying agent and transfer agent in accordance with the fiscal agency agreement.*

*The following description is a summary of the material provisions of the 2053 bonds and the fiscal agency agreement. Because it is only a summary the description may not contain all of the information that is important to you as a potential investor in the 2053 bonds. Therefore, Panama urges you to read the fiscal agency agreement and the form of 2053 bond in making your decision on whether to invest in the 2053 bonds. Panama has filed a copy of these documents with the Commission, and copies of these documents are available at the office of the fiscal agent in New York City.*

*The following description of the particular terms of the 2053 bonds offered hereby supplements and, to the extent inconsistent therewith, replaces information contained in the description of the general terms and provisions of the debt securities set forth in the prospectus.*

**General Terms of the 2053 Bonds**

The 2053 bonds:

- will be issued in an aggregate principal amount of \$1,000,000,000;
- will mature at par, including any accrued and unpaid interest and after deducting principal paid with respect to the regularly scheduled amortization, on April 29, 2053;
- will bear interest at 4.30% per annum accruing from October 29, 2019, calculated on the basis of a 360-day year, consisting of twelve 30-day months;
- will be paid in three equal annual installments on April 29 of each year, beginning on April 29, 2051;
- will pay interest semi-annually in arrears in equal installments on April 29 and October 29 of each year, beginning on April 29, 2020, to be paid to the person in whose name the 2053 bond is registered at the close of business on the preceding April 14 or October 14, respectively;
- will be redeemable at the option of Panama before maturity (see “—Optional Redemption”);
- will not be entitled to the benefit of any sinking fund;
- upon issuance, will be direct, unsecured (subject to the provisions in the 2053 bonds providing for securing such obligations in the event certain other obligations of Panama are secured), unconditional and general obligations of Panama and will rank equally, without any preference among themselves, with all other indebtedness issued in accordance with the fiscal agency agreement and with all other unsecured and unsubordinated Indebtedness of Panama, backed by the full faith and credit of Panama for due and punctual payment and the due and timely payment of all obligations of Panama in respect thereof;
- will be recorded on, and transferred through, the records maintained by DTC and its direct and indirect participants, including Euroclear and Clearstream, Luxembourg;
- will be issued in fully registered book-entry form, without coupons, registered in the name of DTC or its nominee in denominations of \$200,000 and integral multiples of \$1,000 in excess thereof; and
- will be available in definitive form only under certain limited circumstances.

[Table of Contents](#)

The 2053 bonds will contain provisions regarding acceleration and voting on amendments, modifications, changes and waivers that differ from those applicable to a significant proportion of Panama’s outstanding public external indebtedness and described in the accompanying prospectus. These provisions are commonly referred to as “collective action clauses.” Under these provisions, Panama may amend certain key terms of the 2053 bonds, including the maturity date, interest rate and other payment terms, with the consent of the holders of not less than 75% of the aggregate principal amount of the outstanding 2053 bonds. Additionally, if an event of default has occurred and is continuing, the 2053 bonds may be declared to be due and payable immediately by holders of not less than 25% of the aggregate principal amount of the outstanding 2053 bonds. Those provisions are described in the sections entitled “—Default; Acceleration of Maturity” and “—Amendments and Waivers” in this prospectus supplement and “Collective Action Securities” in the accompanying prospectus.

**Optional Redemption**

Panama will have the right at its option, upon giving not less than 30 nor more than 60 days’ notice to the holders (with a copy to the Fiscal Agent) to redeem the 2053 bonds, in whole or in part, at any time and from time to time, at our option, at a redemption price equal to the greater of (1) 100% of the principal amount of the 2053 bonds being redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on the 2053 bonds being redeemed (excluding the portion of any such interest accrued to the redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 25 basis points, plus accrued and unpaid interest to, but excluding, the redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue (as defined below), assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

“Comparable Treasury Issue” means the United States Treasury security or securities selected by an Independent Investment Banker (as defined below) as having an actual or interpolated maturity comparable to the weighted average life of the 2053 bonds to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of investment grade debt securities of a comparable maturity to the weighted average life of such 2053 bonds.

“Independent Investment Banker” means one of the Reference Treasury Dealers (as defined below) appointed by Panama.

“Comparable Treasury Price” means, with respect to any redemption date, (i) the average of the Reference Treasury Dealer Quotations (as defined below) for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations or (ii) if Panama obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“Reference Treasury Dealer” means Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and three other dealers selected by Panama, or their affiliates which are primary United States government securities dealers, and their respective successors; provided that if any of the foregoing shall cease to be a primary United States government securities dealer in New York City (a “Primary Treasury Dealer”), Panama will substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by Panama, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to Panama by such Reference Treasury Dealer at 3:30 p.m., New York time on the third business day preceding such redemption date.

---

[Table of Contents](#)

**Payment of Principal and Interest**

Panama will make payments of principal of and premium and interest on the 2053 bonds in U.S. dollars through the fiscal agent to DTC, which will receive the funds for distribution to the holders of the 2053 bonds. Panama expects that holders of the 2053 bonds will be paid in accordance with the procedures of DTC and its direct and indirect participants. Neither Panama nor the fiscal agent will have any responsibility or liability for any aspect of the records of, or payments made by, DTC or any failure on the part of DTC to make payments to holders of the 2053 bonds from the funds it receives.

If any date for an interest or principal payment is a day on which banking institutions in New York City are authorized or obligated by law or executive order to be closed, Panama will make the payment on the next New York City banking day. No interest on the 2053 bonds will accrue as a result of this delay in payment.

If any money that Panama pays to the fiscal agent or to any paying agent for the payment of principal of or premium or interest on the 2053 bonds is not claimed prior to the expiration of two years after such principal or premium or interest was due and paid by Panama, then the fiscal agent or paying

agent will repay the money to Panama upon written request therefore. If this occurs, Panama will promptly confirm the receipt of this repayment in writing to the fiscal agent. After any such repayment, the fiscal agent or paying agent will not be liable with respect to the payments. However, Panama’s obligations to pay the principal of and premium and interest on the 2053 bonds as they become due will not be affected by such repayment. To the extent permitted by law, the 2053 bonds will become void unless presented for payment within five years after the maturity date thereof (or such shorter period as may be prescribed by applicable law).

**Default; Acceleration of Maturity**

Any of the following events will be an event of default with respect to the 2053 bonds:

- a) a default by Panama in any payment of principal or premium on the 2053 bonds which continues for 15 calendar days;
- b) a default by Panama in any payment of interest on the 2053 bonds which continues for 30 calendar days;
- c) a default by Panama in the performance of any other obligation under the 2053 bonds which continues for 60 calendar days after the holder of any 2053 bonds has provided to the fiscal agent written notice requiring this default be remedied;
- d) an acceleration of any aggregate principal amount of public indebtedness of Panama that exceeds U.S.\$25,000,000 (or its equivalent in any other currency) by reason of an event of default resulting from Panama’s failure to make any payment of principal, premium or interest under this public indebtedness when due;
- e) a failure of Panama to make any payment in respect of public indebtedness of Panama in an aggregate principal amount in excess of U.S.\$25,000,000 (or its equivalent in any other currency) when due (whether at stated maturity, by acceleration or otherwise), which continues for 30 calendar days after the holder of any 2053 bonds has provided to the fiscal agent written notice requiring this default be remedied;
- f) a declaration by Panama of a moratorium with respect to the payment of principal of, or premium or interest on, public external indebtedness of Panama which does not expressly exclude the 2053 bonds; or
- g) a denial or repudiation by Panama of its obligations under the 2053 bonds.

If an event of default described above occurs and is continuing, the holders of at least 25% of the aggregate principal amount of the outstanding 2053 bonds may, by notice to the fiscal agent, declare all the 2053 bonds to

[Table of Contents](#)

be due and payable immediately. Holders of less than 25% of the aggregate principal amount of the outstanding 2053 bonds may not, on their own, declare the 2053 bonds to be due and payable immediately. Holders of 2053 bonds may exercise these rights only by providing a written demand to Panama and the fiscal agent at a time when the event of default is continuing.

Upon any declaration of acceleration, the principal, interest and all other amounts payable on the 2053 bonds will be immediately due and payable on the date Panama receives written notice of the declaration, unless Panama has remedied the event or events of default prior to receiving the notice. The holders of 66 2/3% or more of the aggregate principal amount of the outstanding 2053 bonds may rescind a declaration of acceleration if the event or events of default giving rise to the declaration have been cured or waived.

**Fiscal Agent**

The fiscal agency agreement contains provisions relating to the obligations and duties of the fiscal agent, to the indemnification of the fiscal agent and to the fiscal agent’s relief from responsibility for actions that it takes. The fiscal agent is entitled to enter into business transactions with Panama or any of its respective affiliates without accounting for any profit resulting from such transactions.

**Paying Agents; Transfer Agents; Registrar**

Panama has initially appointed The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A.), acting through its Corporate Trust Office in New York, as paying agent, transfer agent and registrar. Panama may at any time appoint new paying agents, transfer agents and registrars. Panama, however, will at all times maintain:

- a principal paying agent in New York City, and
- a registrar in New York City.

In addition, so long as the 2053 bonds are listed on the Official List of the Luxembourg Stock Exchange and the rules of such exchange so require, Panama will maintain a paying agent and a transfer agent in Luxembourg. Panama will promptly provide notice (as described under “—Notices”) of the

termination or appointment of, or of any change in the office of, any paying agent, transfer agent or registrar.

Panama has initially appointed The Bank of New York Mellon (Luxembourg) S.A. as paying agent and transfer agent in Luxembourg.

**Definitive 2053 Bonds**

Panama will issue 2053 bonds in definitive form in exchange for the book-entry securities only if:

- DTC is unwilling or unable to continue as depository, is ineligible to act as depository or ceases to be a “clearing agency” registered under the U.S. Securities Exchange Act of 1934, as amended, and Panama does not appoint a qualified successor within ninety (90) days after DTC notifies Panama or Panama becomes aware that DTC is unwilling, unable or ineligible to act as depository or is no longer registered as a “clearing agency”;
- Panama, at its option, elects to terminate the book-entry system through DTC; or
- an event of default with respect to the 2053 bonds shall have occurred and be continuing.

Payments on any definitive 2053 bonds will be made at the Corporate Trust Services Office of the fiscal agent in New York City and at the specified office of the paying agent in Luxembourg (against surrender of the relevant definitive 2053 bond, in the case of payments of principal). You will not be charged a fee for the

[Table of Contents](#)

registration of transfers or exchanges of definitive 2053 bonds. You may transfer any definitive registered 2053 bond, according to the procedures in the fiscal agency agreement, by presenting and surrendering it at the office of any transfer agent.

**Notices**

Panama will publish notices to the holders of the 2053 bonds in a leading newspaper having general circulation in London and New York. Panama expects that it will make such publication in the *Financial Times* and *The Wall Street Journal*. So long as the 2053 bonds are listed on the Luxembourg Stock Exchange and the rules of that Exchange so require, Panama will publish notices to the holders of the 2053 bonds on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in a leading newspaper having general circulation in Luxembourg. Panama will consider a notice to be given on the date of its first publication.

In the case of the book-entry securities, notices also will be sent to DTC or its nominee, as the holder thereof, and DTC will communicate such notices to DTC participants in accordance with its standard procedures.

**Further Issues of the 2053 Bonds**

From time to time, without the consent of holders of the 2053 bonds, and subject to the required approvals under Panamanian law, Panama may create and issue additional debt securities with the same terms and conditions as those of the 2053 bonds (or the same except for the amount of the first interest payment and the issue price), provided that such additional debt securities do not have, for purposes of U.S. federal income taxation (regardless of whether any holders of such debt securities are subject to the U.S. federal tax laws), a greater amount of original issue discount than the 2053 bonds have as of the date of issuance of such additional debt securities. Panama may also consolidate the additional debt securities to form a single series with the outstanding 2053 bonds.

**Amendments and Waivers**

Panama, the fiscal agent and the holders may generally modify or take actions with respect to the fiscal agency agreement or the terms of the 2053 bonds with:

- the affirmative vote of the holders of not less than 66 2/3% in aggregate principal amount of the outstanding 2053 bonds that are represented at a duly called and held meeting; or
- the written consent of the holders of 66 2/3% in aggregate principal amount of the outstanding 2053 bonds.

However, the holders of not less than 75% in aggregate principal amount of the outstanding 2053 bonds, voting at a meeting or by written consent, must consent to any amendment, modification, change or waiver with respect to the 2053 bonds that would:

- change the due date for the payment of the principal of, or any installment of interest on, the 2053 bonds;
- reduce the principal amount of the 2053 bonds;

- reduce the portion of the principal amount that is payable in the event of an acceleration of the maturity of the 2053 bonds;
- reduce the interest rate of the 2053 bonds;
- change the currency in which any amount in respect of the 2053 bonds is payable or the place or places in which such payment is to be made;
- shorten the period during which Panama is not permitted to redeem the 2053 bonds, or permit Panama to redeem the 2053 bonds if, prior to such action, Panama is not permitted to do so;

S-30

---

### Table of Contents

- change Panama's obligation to pay any additional amounts under the 2053 bonds;
- change the definition of "outstanding" with respect to the 2053 bonds;
- change the governing law provision of the 2053 bonds;
- change Panama's appointment of an agent for service of process or Panama's agreement not to claim, and to waive irrevocably, immunity (sovereign or otherwise) in respect of any suit, action or proceeding arising out of or relating to the fiscal agency agreement or to the 2053 bonds;
- change the status of the 2053 bonds, as described under "Debt Securities—Status of the Debt Securities" in the prospectus;
- in connection with an offer to acquire all or any portion of the 2053 bonds, amend any event of default under the 2053 bonds; or
- reduce the proportion of the principal amount of the 2053 bonds that is required:
  - to modify, amend or supplement the fiscal agency agreement or the terms and conditions of the 2053 bonds; or
  - to make, take or give any request, demand, authorization, direction, notice, consent, waiver or other action.

We refer to the above subjects as "reserved matters." A change to a reserved matter, including the payment terms of 2053 bonds, can be made without your consent, as long as a supermajority of the holders (that is, the holders of at least 75% in aggregate principal amount of the outstanding 2053 bonds) agrees to the change.

If both Panama and the fiscal agent agree, they may, without the vote or consent of any holder of the 2053 bonds, modify, amend or supplement the fiscal agency agreement or the 2053 bonds for the purpose of:

- adding to the covenants of Panama for the benefit of the holders of the 2053 bonds;
- surrendering any right or power conferred upon Panama;
- securing the 2053 bonds pursuant to the requirements of the 2053 bonds or otherwise;
- curing any ambiguity or curing, correcting or supplementing any defective provision contained in the fiscal agency agreement or in the 2053 bonds; or
- amending the fiscal agency agreement or the 2053 bonds in any manner which Panama and the fiscal agent may determine and that does not adversely affect the interest of any holder of the 2053 bonds in any material respect.

Any modification, amendment or supplement approved in the manner described in this section shall be binding on the holders of the 2053 bonds.

For purposes of determining whether the required percentage of holders of 2053 bonds is present at a meeting of holders for quorum purposes or has consented to or voted in favor of any request, demand, authorization, direction, notice, consent, waiver, amendment, modification or supplement under the 2053 bonds or the fiscal agency agreement, 2053 bonds owned, directly or indirectly, by or on behalf of Panama or any political subdivision or instrumentality of Panama will be disregarded and deemed not to be "outstanding."

Please refer to the section entitled "Meetings and Amendments" in the prospectus for information on the procedures for convening and conducting meetings of the holders of 2053 bonds.

The 2053 bonds and the fiscal agency agreement will be governed by the laws of the State of New York, except with respect to their authorization and execution, which will be governed by the laws of Panama.

S-31

[Table of Contents](#)

**Purchase of 2053 Bonds by Panama**

Panama may at any time purchase any of the 2053 bonds in any manner and for any consideration. All 2053 bonds which are purchased by or on behalf of Panama may be held, resold or surrendered for cancellation.

**Listing**

Application has been made to list the 2053 bonds on the Luxembourg Stock Exchange and to have the 2053 bonds admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange.

[Table of Contents](#)

**GLOBAL CLEARANCE AND SETTLEMENT**

*Panama has obtained the information in this section from sources it believes to be reliable, including from DTC, Euroclear and Clearstream, Luxembourg, and Panama takes responsibility for the accurate reproduction of this information. Panama takes no responsibility, however, for the accuracy of this information. DTC, Euroclear and Clearstream, Luxembourg are under no obligation to perform or continue to perform the procedures described below, and they may modify or discontinue them at any time. None of Panama, the fiscal agent, the registrar, the paying agent nor the transfer agent will be responsible for DTC's, Euroclear's or Clearstream, Luxembourg's performance of their obligations under their rules and procedures. Nor will Panama, the fiscal agent, the registrar, the paying agent or the transfer agent be responsible for the performance by direct or indirect participants of their obligations under their rules and procedures.*

**Introduction**

***The Depository Trust Company***

DTC is:

- a limited-purpose trust company organized within the meaning of the New York Banking Law;
- a “banking organization” under the New York Banking Law;
- a member of the Federal Reserve System;
- a “clearing corporation” within the meaning of the New York Uniform Commercial Code; and
- a “clearing agency” registered under Section 17A of the Securities Exchange Act of 1934, as amended.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of transactions between its participants. It does this through electronic book-entry changes in accounts of its participants, eliminating the need for physical movement of securities certificates. DTC is owned by a number of its direct participants and by institutions such as NYSE Euronext and The NASDAQ OMX Group, Inc.

***Euroclear and Clearstream, Luxembourg***

Like DTC, Euroclear and Clearstream, Luxembourg hold securities for their participants and facilitate the clearance and settlement of securities transactions between their participants through electronic book-entry changes in their accounts. Euroclear and Clearstream, Luxembourg provide various services to their participants, including the safekeeping, administration, clearance and settlement, and lending and borrowing of internationally traded securities. Euroclear and Clearstream, Luxembourg participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and other organizations. Other banks, brokers, dealers and trust companies have indirect access to Euroclear or Clearstream, Luxembourg by clearing through or maintaining a custodial relationship with Euroclear or Clearstream, Luxembourg participants.

Distributions with respect to global bonds held beneficially through Clearstream, Luxembourg will be credited to cash accounts of Clearstream, Luxembourg participants in accordance with its rules and procedures to the extent received by the depository for Clearstream, Luxembourg.

***Ownership of Bonds through DTC, Euroclear and Clearstream, Luxembourg***

Panama will issue the global bonds in the form of one or more fully registered book-entry securities, registered in the name of Cede & Co. or another nominee of DTC. Financial institutions, acting as direct and indirect participants in DTC, will represent your beneficial interests in the book-entry

securities. These financial institutions will record the ownership and transfer of your beneficial interests through book-entry accounts. You may hold your beneficial interest in the book-entry securities through Euroclear or Clearstream, Luxembourg, if

[Table of Contents](#)

you are a participant in such systems, or indirectly through organizations that are participants in such systems. Euroclear and Clearstream, Luxembourg will hold their participants' beneficial interests in the book-entry securities in their customers' securities accounts with their depositories. These depositories of Euroclear and Clearstream, Luxembourg in turn will hold such interests in their customers' securities accounts with DTC.

Panama and the fiscal agent generally will treat the registered holder of the global bonds, initially Cede & Co. (or such other nominee as DTC shall have designated), as the absolute owner of the global bonds for all purposes. Once Panama and the fiscal agent make payments to the registered holders, Panama and the fiscal agent will no longer be liable on the global bonds for the amounts so paid. Accordingly, if you own a beneficial interest in the book-entry securities, you must rely on the procedures of the institutions through which you hold your interests in the book-entry securities (including DTC, Euroclear, Clearstream, Luxembourg and their participants) to exercise any of the rights granted to the holder of the book-entry securities. Under existing industry practice, if you desire to take any action that Cede & Co., as the holder of such book-entry securities, is entitled to take, then Cede & Co. would authorize the DTC participant through which you own your beneficial interest to take such action, and that DTC participant would then either authorize you to take the action or act for you on your instructions.

DTC may grant proxies or authorize its participants (or persons holding beneficial interests in the global bonds through such participants) to exercise any rights of a holder or take any other actions that a holder is entitled to take under the fiscal agency agreement or the global bonds. Euroclear's or Clearstream, Luxembourg's ability to take actions as a holder under the global bonds or the fiscal agency agreement will be limited by the ability of their respective depositories to carry out such actions for them through DTC. Euroclear and Clearstream, Luxembourg will take such actions only in accordance with their respective rules and procedures.

The fiscal agent will not charge you any fees for the global bonds, other than reasonable fees for the replacement of lost, stolen, mutilated or destroyed global bonds. However, you may incur fees for the maintenance and operation of the book-entry accounts with the clearing systems in which your beneficial interests are held.

***Transfers Within and Between DTC, Euroclear and Clearstream, Luxembourg***

***Trading Between DTC Purchasers and Sellers***

DTC Participants will transfer interests in the securities among themselves in the ordinary way according to DTC rules governing global security issues. The laws of some states require certain purchasers of securities to take physical delivery of the securities in definitive form. These laws may impair your ability to transfer beneficial interests in the global bonds to such purchasers. DTC can act only on behalf of its direct participants, who in turn act on behalf of indirect participants and certain banks. Thus, your ability to pledge a beneficial interest in the global bonds to persons that do not participate in the DTC system, and to take other actions, may be limited because you will not possess a physical certificate that represents your interest.

***Trading Between Euroclear and/or Clearstream, Luxembourg Participants***

Participants in Euroclear and Clearstream, Luxembourg will transfer interests in the global bonds among themselves in the ordinary way according to the rules and operating procedures of Euroclear and Clearstream, Luxembourg governing conventional eurobonds.

***Trading Between a DTC Seller and a Euroclear or Clearstream, Luxembourg Purchaser***

When the global bonds are to be transferred from the account of a DTC Participant to the account of a Euroclear or Clearstream, Luxembourg participant, the purchaser must first send instructions to Euroclear or Clearstream, Luxembourg through a participant at least one business day prior to the closing date. Euroclear or

[Table of Contents](#)

Clearstream, Luxembourg will then instruct its depository to receive the global bonds and make payment for them. On the closing date, the depository will make payment to the DTC Participant's account and the global bonds will be credited to the depository's account. After settlement has been completed, DTC will credit the global bonds to Euroclear or Clearstream, Luxembourg. Euroclear or Clearstream, Luxembourg will credit the global bonds, in accordance with its usual procedures, to the participant's account, and the participant will then credit the purchaser's account. These global bond credits will appear the next day (European time) after the closing date. The cash debit from the account of Euroclear or Clearstream, Luxembourg will be back-

valued to the value date (which will be the preceding day if settlement occurs in New York). If settlement is not completed on the intended value date (i.e. the trade fails), the cash debit will instead be valued at the actual closing date.

Participants in Euroclear and Clearstream, Luxembourg will need to make funds available to Euroclear or Clearstream, Luxembourg in order to pay for the global bonds by wire transfer on the value date. The most direct way of doing this is to preposition funds (i.e., have funds in place at Euroclear or Clearstream, Luxembourg before the value date), either from cash on hand or existing lines of credit. Under this approach, however, participants may take on credit exposure to Euroclear and Clearstream, Luxembourg until the global bonds are credited to their accounts one day later.

Since the settlement will occur during New York business hours, a DTC Participant selling an interest in the global bonds can use its usual procedures for transferring global securities to the depositaries of Euroclear or Clearstream, Luxembourg for the benefit of Euroclear or Clearstream, Luxembourg participants. The DTC seller will receive the sale proceeds on the closing date. Thus, to the DTC seller, a cross-market sale will settle no differently than a trade between two DTC Participants.

**Trading Between a Euroclear or Clearstream, Luxembourg Seller and DTC Purchaser**

Due to time zone differences in their favor, Euroclear and Clearstream, Luxembourg participants can use their usual procedures to transfer securities through their depositaries to a DTC Participant. The seller must first send instructions to Euroclear or Clearstream, Luxembourg through a participant at least one business day prior to the closing date. Euroclear or Clearstream, Luxembourg will then instruct its depository to credit the global bonds to the DTC Participant’s account and receive payment. The payment will be credited in the account of the Euroclear or Clearstream, Luxembourg participant on the following day, but the receipt of the cash proceeds will be back-valued to the value date (which will be the preceding day if settlement occurs in New York). If settlement is not completed on the intended value date (i.e., the trade fails), the receipt of the cash proceeds will instead be valued at the actual closing date.

[Table of Contents](#)

**TAXATION**

**Panamanian Taxation**

*The following is a summary of certain Panamanian income and estate tax considerations that may be relevant to a prospective investor in the global bonds. The summary is based on laws, decrees, regulations, rulings and judicial and administrative interpretations in effect on the date of this prospectus supplement, all of which are subject to change. This summary is not intended to constitute a complete analysis of the tax consequences under Panamanian law of an investment in the global bonds. Prospective holders of the global bonds should consult their own tax advisors to determine the tax consequences arising from the purchase, ownership and disposition of the global bonds.*

**Taxation of Global Bonds**

Interest payable on the global bonds will not be subject to income tax or withholding requirements in Panama. Gains realized by a holder of the global bonds on the sale or other disposition of the global bonds will be exempt from income or capital gain tax in Panama. Losses recognized on the sale or disposition of global bonds will be disallowed as a deduction for income tax purposes. Transfers of global bonds are not subject to stamp or estate taxes in Panama.

**U.S. Taxation**

The following summary describes the material U.S. federal income tax consequences of the purchase, ownership and disposition of a global bond acquired pursuant to this offering. This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the “Code”), its legislative history, existing and proposed regulations promulgated thereunder by the U.S. Department of the Treasury (“Treasury Regulations”), published rulings and court decisions, all as in effect on the date of this prospectus supplement. All of these laws and authorities are subject to change at any time, perhaps with retroactive effect. No assurances can be given that any changes in these laws or authorities will not affect the accuracy of the discussions set forth in this summary. This summary does not cover any U.S. state, U.S. local, non-U.S. or other tax issues, nor does it cover issues under the U.S. federal estate or gift tax laws.

Panama has not sought any ruling from the U.S. Internal Revenue Service (the “IRS”) with respect to the statements made and the conclusions reached in this summary, and there can be no assurance that the IRS will agree with all of such statements and conclusions. A different treatment from that described below could adversely affect the amount, timing, and character of income, gain or loss in respect of an investment in the global bonds.

This summary deals only with holders that hold a global bond as a capital asset for U.S. federal income tax purposes (generally, property held for investment). This summary does not purport to deal with all aspects of U.S. federal income taxation that may be relevant to a particular holder in light of the holder’s circumstances (for example, persons subject to the alternative minimum tax provisions of the Code). In particular, this summary does not address tax considerations applicable to special classes of holders, such as:

- investors who do not purchase the global bonds in this offering at the offering price;
- dealers in securities or currencies, certain securities traders, banks, regulated investment companies, real estate investment trusts, tax-exempt organizations and life insurance companies;
- traders in securities that elect to mark to market their securities holdings;
- persons that purchase or sell the global bonds as part of a wash sale for U.S. federal income tax purposes;
- persons that hold the global bonds as part of a hedging transaction or as a position in a straddle or conversion transaction for U.S. federal income tax purposes;

[Table of Contents](#)

- persons subject to special tax accounting rules under Section 451(b) of the Code;
- partnerships or other entities treated as partnerships for U.S. federal income tax purposes, or persons holding the global bonds through partnerships or other pass-through entities; and
- U.S. Holders (as defined below) whose functional currency for U.S. federal income tax purposes is not the U.S. dollar.

If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of a global bond, the U.S. federal income tax treatment of a partner in that partnership generally will depend on the status of the partner and the activities of the partnership. Holders of global bonds that are partnerships and partners in those partnerships should consult their own tax advisors regarding the U.S. federal income tax consequences of the purchase, ownership and disposition of global bonds.

In December 2017, the United States enacted U.S. federal income tax reform, which significantly changed the U.S. federal income tax system. Although this summary takes into account this new U.S. federal income tax law, its provisions are complex and there is limited administrative guidance about its application. Prospective investors should consult their own tax advisors regarding the potential impact of this new U.S. federal income tax law on the U.S. federal income tax consequences to them in light of their particular circumstances.

In certain circumstances (see “Description of the 2030 Bonds—Optional Redemption” and “Description of the 2053 Bonds—Optional Redemption”) Panama may be obligated to pay additional amounts to optionally redeem the global bonds. These potential payments may implicate the provisions of the Treasury Regulations relating to “contingent payment debt instruments.” Under these Treasury Regulations, however, one or more contingencies will not cause a debt instrument to be treated as a contingent payment debt instrument if, as of the issue date, such contingencies in the aggregate are considered “remote” or “incidental” or, in certain circumstances, either it is significantly more likely than not that none of the contingencies will occur or the contingency results from an option of the issuer which, if exercised, would increase the yield to maturity of the global bond. Panama believes that these contingencies should not cause the global bonds to be treated as contingent payment debt instruments for U.S. federal income tax purposes. Accordingly, Panama does not intend to treat the possibility of paying such additional amounts as causing the global bonds to be treated as contingent payment debt instruments. Panama’s determination generally is binding on a holder unless such holder discloses its contrary position in the manner required by the applicable Treasury Regulations. It is possible that the IRS may take a different position, in which case, if such position is sustained, the timing and amount of income included and the character of the income recognized with respect to the global bonds may be materially and adversely different from the consequences discussed herein. Furthermore, if the 2030 bonds or the 2053 bonds are treated as contingent payment debt instruments and the outstanding 3.160% Global Bonds due 2030 that were previously issued on July 23, 2019, or the outstanding 4.30% Global Bonds due 2053 that were previously issued on April 29, 2013, respectively, are not so treated, the 2030 bonds or the 2053 bonds, as the case may be, will not be fungible with the outstanding 3.160% Global Bonds due 2030 that were previously issued on July 23, 2019, or the outstanding 4.30% Global Bonds due 2053 that were previously issued on April 29, 2013, respectively, for U.S. federal income tax purposes. The remainder of this discussion assumes that the global bonds will not be treated as contingent payment debt instruments. You should consult your own tax advisors regarding the possible application of the contingent payment debt instrument rules to the global bonds.

Panama expects, and the remainder of this summary assumes, that the global bonds will be issued for a price that exceeds the principal amount of the global bonds, and therefore the global bonds will not be issued with any “original issue discount” for U.S. federal income tax purposes.

**You should consult your own tax advisor regarding the U.S. federal income tax consequences of the purchase, ownership and disposition of the global bonds in light of your particular circumstances, as well as the effect of any relevant U.S. state, U.S. local, non-U.S. or other tax laws.**

[Table of Contents](#)

**Deemed Taxable Exchange**

A change made to the terms of the global bonds pursuant to the “aggregated collective action clauses” or “collective action clauses” may give rise to a deemed taxable exchange of the global bonds for U.S. federal income tax purposes upon which gain or loss is realized if the modified global bond differs materially either in kind or extent from the original global bond (a “significant modification”). Such gain or loss would generally be measured by the difference between the fair market value of the global bond after the modification and the holder’s tax basis in such global bond before the modification. A modification of a global bond that is not a significant modification does not create a deemed exchange for U.S. federal income tax purposes. Under applicable Treasury Regulations, the modification of a global bond is a significant modification if, based on all of the facts and circumstances and taking into account all modifications of the global bond collectively (other than modifications that are subject to special rules), the legal rights or obligations that are altered and the degree to which they are altered is “economically significant.” The applicable Treasury Regulations also provide specific rules to determine whether certain modifications, such as a change in the timing of payments, are significant. See the discussion under “Description of the 2030 Bonds—Meetings, Amendments and Waivers” and “Description of the 2053 Bonds—Amendments and Waivers” for more information about potential amendments of certain key terms of the global bonds.

**Qualified Reopening**

For U.S. federal income tax purposes, Panama intends to treat the 2030 bonds as being issued in a “qualified reopening” of the outstanding 3.160% Global Bonds due 2030 that were previously issued on July 23, 2019, and Panama intends to treat the 2053 bonds as being issued in a “qualified reopening” of the outstanding 4.30% Global Bonds due 2053 that were previously issued on April 29, 2013. For U.S. federal income tax purposes, debt instruments issued in a qualified reopening are deemed to be part of the same issue as the original debt instruments. Under the treatment described in this paragraph, the 2030 bonds and the 2053 bonds will have the same issue date, the same issue price and the same adjusted issue price as the existing outstanding 3.160% Global Bonds due 2030 that were previously issued on July 23, 2019, and the existing outstanding 4.30% Global Bonds due 2053 that were previously issued on April 29, 2013, respectively, for U.S. federal income tax purposes. Under the qualified reopening rules, because the outstanding 3.160% Global Bonds due 2030 that were previously issued on July 23, 2019, and the outstanding 4.30% Global Bonds due 2053 that were previously issued on April 29, 2013, were not issued with “original issue discount” for U.S. federal income tax purposes, the 2030 bonds and the 2053 bonds, respectively, also do not have original issue discount. The remainder of this discussion assumes that the global bonds offered hereby are issued in a qualified reopening.

**U.S. Holders**

The following discussion applies to you if you are a U.S. Holder. As used herein, a “U.S. Holder” means a beneficial owner of a global bond who or that is:

- an individual who is a citizen or resident of the United States for U.S. federal income tax purposes;
- a corporation (or other entity classified as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or any state thereof, or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax without regard to its source; or
- a trust (A) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more “United States persons” as defined in the Code and Treasury Regulations (each a “U.S. Person”) have the authority to control all substantial decisions of the trust, or (B) that was in existence on August 20, 1996 and that has made a valid election under the applicable Treasury Regulations to be treated as a U.S. trust.

If you are not a U.S. Holder, this discussion does not apply to you and you should refer to “—Non-U.S. Holders” below.

[Table of Contents](#)

**Pre-issuance Accrued Interest.** A portion of the price paid for the global bonds may be allocable to interest that accrued prior to the date the global bonds are purchased (the “Pre-issuance Accrued Interest”). That portion of interest received on the first interest payment date equal to the Pre-issuance Accrued Interest should be treated as a return of the Pre-issuance Accrued Interest and not as a payment of interest on the global bonds. Amounts treated as a return of Pre-issuance Accrued Interest will not be taxable when received but should reduce the adjusted tax basis in the global bonds by such amount.

**Interest on a Global Bond.** Payments or accruals of stated interest on a global bond generally will be taxable to you as ordinary income at the time they are accrued or actually or constructively received, depending on your regular method of accounting for U.S. federal income tax purposes. However, the first payment of stated interest on a global bond will not be includable in your income to the extent that it reflects Pre-issuance Accrued Interest, but will instead reduce your adjusted tax basis in your global bond. Interest paid by Panama on a global bond will constitute income from sources outside the United States and, under the “foreign tax credit” rules, that interest generally will, depending on your circumstances, be categorized as “passive” or another category of income for purposes of computing the “foreign tax credit” allowable to you under the U.S. federal income tax laws.

**Bonds Purchased at a Premium.** You will be treated as having purchased a global bond with “amortizable bond premium” equal to the excess of your purchase price for the global bond (after excluding the portion attributable to Pre-issuance Accrued Interest) over the principal amount of the global bond. You may elect to amortize such bond premium using a constant-yield method over the remaining term of the global bond. However, because the global bonds may be redeemed by us prior to maturity at a premium, special rules apply that may reduce, eliminate or defer the amount of premium that you may amortize with respect to the global bonds.

If you make the election, you would reduce the amount required to be included in your income each accrual period with respect to interest on your global bond by the amount of amortizable bond premium allocable to that accrual period, based on your global bond’s yield to maturity. Furthermore, if you elect to amortize bond premium you must reduce your tax basis in your global bond by the amount amortized as such amount is amortized. If you do not elect to amortize bond premium, the amount of the premium will decrease the amount of capital gain or increase the amount of capital loss that you otherwise would recognize on a sale or other taxable disposition of the global bond.

Any election to amortize bond premium applies to all taxable debt instruments (other than debt instruments the interest on which is excludible from gross income) held by you at the beginning of the first taxable year to which the election applies and to all taxable debt instruments acquired on or after that date. The election may be revoked only with consent of the IRS. You should consult your tax advisor before making the election and regarding the calculation and amortization of any bond premium on the global bonds.

**Disposition of a Global Bond.** You generally will recognize capital gain or loss on the sale, exchange, retirement, redemption or other taxable disposition of a global bond equal to the difference between the amount realized on the sale, exchange, retirement, redemption or other disposition of a global bond (not including any amounts attributable to accrued but unpaid interest, which, except in the case of Pre-issuance Accrued Interest, will be taxed as ordinary income to the extent not previously included in income) and your adjusted tax basis in the global bond. In addition, in the case of the 2053 bonds, you will recognize capital loss upon the receipt of each principal installment payment prior to maturity in an amount equal to one third of any unamortized bond premium on the bond at the time of the principal payment. on such bonds. Your “amount realized” generally will be the sum of cash plus the fair market value of any property received upon the sale, exchange, retirement, redemption or other disposition of a global bond. Your “adjusted tax basis” in a global bond generally will equal its cost to you decreased (but not below zero), (i) in the case of the 2053 bonds, by the sum of any previous principal installment payments that you have received on such bonds and any capital loss that you recognized upon the receipt of such payments (ii) by any bond premium that you previously amortized with respect to the global bond, and (iii) by any amount attributable to Pre-issuance Accrued Interest that you already have received.

---

## [Table of Contents](#)

Generally, such capital gain or loss will be long-term capital gain or loss if the global bond was held for more than one year, and will be short-term capital gain or loss if you held the global bond for one year or less. Under current U.S. federal income tax law, long-term capital gains of non-corporate U.S. Holders generally will be taxed at lower rates than items of ordinary income. Your ability to offset capital losses against ordinary income is limited. Any gain or loss you recognize on the sale, exchange, retirement, redemption or other taxable disposition of a global bond generally will be treated as income from sources within the United States or loss allocable to income from sources within the United States for “foreign tax credit” limitation purposes.

**Medicare Tax.** If you are a U.S. Holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, you will be subject to a 3.8% Medicare tax on the lesser of (i) your “net investment income” (or, in the case of an estate or trust, the “undistributed net investment income”) for the relevant taxable year and (ii) the excess of your modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals is between \$125,000 and \$250,000, depending on the individual’s circumstances). Your net investment income generally includes your interest income and your net gains from the disposition of a global bond, unless such interest income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are an individual, estate or trust, you should consult your own tax advisor regarding the applicability of the Medicare tax to your income and gains in respect of your investment in the global bonds.

**Information with Respect to Foreign Financial Assets.** Owners of “specified foreign financial assets” with an aggregate value in excess of \$50,000 on the last day of the taxable year, or \$75,000 at any time during the taxable year may be required to file information reports with respect to such assets with their U.S. federal income tax returns. Depending on the holder’s circumstances, higher threshold amounts may apply. “Specified foreign financial assets” include any financial accounts maintained by non-U.S. financial institutions, as well as any of the following, but only if they are held for investment and not held in accounts maintained by certain financial institutions: (i) stocks and securities issued by non-U.S. persons, (ii) financial instruments and contracts that have non-U.S. issuers or counterparties and (iii) interests in non-U.S. entities. The global bonds may be treated as specified foreign financial assets and you may be subject to this information reporting regime. Failure to file information reports may subject you to penalties. You should consult your own tax advisor regarding your obligation to file information reports with respect to the global bonds.

### **Non-U.S. Holders**

The following discussion applies to you if you are a beneficial owner of a global bond and are not a partnership for U.S. federal income tax purposes and not a U.S. Holder as defined above (a “Non-U.S. Holder”).

**Interest on a Global Bond.** Subject to the discussion of backup withholding below, you generally will not be subject to U.S. federal income tax or withholding tax on payments of interest and any additional amounts on a global bond unless the interest is “effectively connected” with your conduct of a trade or business within the United States (and in addition, if an applicable income tax treaty requires, the interest is attributable to a permanent establishment or fixed place of business maintained by you within the United States). In that case, you generally will be subject to U.S. federal income tax in respect of such interest in the same manner as a U.S. Holder, as described above (unless the interest is excluded under an applicable tax treaty). If you are treated as a corporation for U.S. federal income tax purposes you may, in certain circumstances, also be subject to an additional U.S. “branch profits tax” in respect of any such effectively connected interest income currently imposed at a 30% rate (or a lower rate under an applicable tax treaty).

**Disposition of a Global Bond.** Subject to the discussion of backup withholding below, you generally will not be subject to U.S. federal income tax or withholding tax on any capital gain realized on the sale, exchange, retirement, redemption or other disposition of a global bond unless: (1) the gain is effectively connected with your conduct of a trade or business within the United States (and in addition, if an applicable income tax treaty requires, the gain is attributable to a permanent establishment or fixed place of business maintained by you

S-40

---

## [Table of Contents](#)

within the United States.); or (2) you are a nonresident alien individual who is present in the United States for a total of 183 days or more during the taxable year in which you sell or otherwise dispose of the global bond, and either: (i) the gain is attributable to an office or fixed place of business maintained by you in the United States; or (ii) you have a “tax home” (as defined in the Code) in the United States during the taxable year in which you sell or otherwise dispose of the global bond.

If you are described under (1) above, you generally will be subject to U.S. federal income tax on such gain in the same manner as a U.S. Holder, as described above, and, if you are a corporation for U.S. federal income tax purposes, you may, in certain circumstances, also be subject to the U.S. branch profits tax as described above. If you are described under (2) above, you generally will be subject to a 30% U.S. federal tax on the gain derived from the sale, exchange, retirement, redemption or other disposition of a global bond, which may be offset by certain U.S. source capital losses (notwithstanding the fact that you are not considered a U.S. resident for U.S. federal income tax purposes). Any amount attributable to accrued but unpaid interest on a global bond generally will be treated in the same manner as payments of interest made to you, as described above under “—Interest on a Global Bond.”

### **Backup Withholding and Information Reporting.**

If you are a U.S. Holder, and unless you prove that you are exempt, information reporting requirements generally will apply to payments of principal and interest on a global bond if such payments are made within the United States. Such payments will be considered made within the United States if transferred to an account maintained in the United States or mailed to a United States address, and the amount is paid by or through a custodian, nominee or other agent that is a “U.S. Controlled Person,” as defined below. Backup withholding will apply to such payments if you (i) fail to provide an accurate taxpayer identification number, (ii) in the case of interest payments, fail to certify that you are not subject to backup withholding, or (iii) in the case of interest payments, are notified by the IRS that you have failed to report all interest and dividends required to be shown on your U.S. federal income tax returns.

If you are a Non-U.S. Holder, backup withholding and information reporting (assuming that the gain or income otherwise is exempt from U.S. federal income tax) generally will not apply to payments of principal and interest on a global bond, but you may be required to comply with certification and identification procedures or otherwise establish an exemption. The payment of proceeds of a sale or redemption of a global bond effected at the U.S. office of a broker generally will be subject to the information reporting and backup withholding rules. In addition, the information reporting rules will apply to payments of proceeds of a sale effected at a non-U.S. office of a broker that is a U.S. Controlled Person, unless the broker has documentary evidence that you are not a U.S. Person (and has no actual knowledge or reason to know to the contrary) or you otherwise establish an exemption. The backup withholding rules will apply to such payments if the broker has actual knowledge that you are a U.S. Person.

A “U.S. Controlled Person” is:

- a U.S. Person;
- a “controlled foreign corporation” for U.S. federal income tax purposes;
- a non-U.S. person 50% or more of whose gross income is derived for U.S. federal income tax purposes from a U.S. trade or business for a specified three-year period; or
- a non-U.S. partnership in which U.S. Persons hold, at any time during the non-U.S. partnership’s tax year, more than 50% of the income or capital interests or which is engaged in a U.S. trade or business.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a holder of a global bond generally will be allowed as a refund or a credit against the holder’s U.S. federal income tax liability as long as the holder provides the required information to the IRS in a timely manner.

[Table of Contents](#)

**UNDERWRITING**

Under the terms and subject to the conditions contained in a terms agreement and related underwriting agreement dated November 19, 2019, BofA Securities, Inc. and Scotia Capital (USA) Inc., as underwriters have severally agreed to purchase, and Panama has agreed to sell to the underwriters, the principal amount of the global bonds indicated in the following table:

<b>Underwriter</b>	<b>Principal Amount of 2030 Bonds</b>	<b>Principal Amount of 2053 Bonds</b>
BofA Securities, Inc.	\$ 150,000,000	\$ 500,000,000
Scotia Capital (USA) Inc.	\$ 150,000,000	\$ 500,000,000
<b>Total</b>	<b>\$ 300,000,000</b>	<b>\$ 1,000,000,000</b>

Global bonds sold by the underwriters to the public will initially be offered at the public offering price set forth on the cover of this prospectus supplement. If the global bonds are not all sold at the initial public offering price, the underwriters may change the offering price and the other offering terms.

Government-related entities in Panama may purchase a portion of the global bonds.

The underwriters are offering the global bonds subject to their acceptance of the global bonds from Panama and subject to prior sale. The terms agreement provides that the obligation of the underwriters to pay for and accept delivery of the global bonds is subject to certain conditions. The underwriters are obligated to take and pay for all of the global bonds if any are taken.

Delivery of the global bonds will be made against payment on or about the fifth business day following the date of this prospectus supplement (this settlement cycle being referred to as "T+5"). Under Rule 15c6-1 of the Securities and Exchange Commission under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), trades in the secondary market generally are required to settle in two business days, unless the parties to that trade expressly agree otherwise. Accordingly, purchasers who wish to trade bonds on the date of this prospectus supplement or the next succeeding two business days will be required, by virtue of the fact that the bonds initially will settle on T+5, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement and should consult their own advisor.

In connection with the offering of the global bonds, the underwriters may purchase and sell global bonds in the open market. These transactions may include stabilizing transactions and purchases to cover short positions created by the underwriters, for themselves or a syndicate, if there is a syndicate, in connection with the invitation. Stabilizing transactions consist of certain bids or purchases for the purpose of preventing or retarding a decline in the market price of the securities. Short positions created by the underwriters, for themselves or a syndicate, if there is a syndicate, involve the sale by the underwriters of a greater number of securities than they own or have a right to purchase. These activities may stabilize, maintain or otherwise affect the market prices of the global bonds, which may be higher than the price that might otherwise prevail in the open market. These activities, if commenced, may be discontinued at any time. These transactions may be effected on the Luxembourg Stock Exchange, in the over-the-counter market or otherwise.

Panama has been advised by the underwriters that they presently intend to make a market in the global bonds. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. Panama cannot assure the liquidity of the trading market for the global bonds or that an active market for the global bonds will be maintained. If an active trading market for the global bonds is not maintained, the market price and liquidity of the global bonds may be adversely affected. If the global bonds are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, Panama's operating performance and financial condition, general economic conditions and other factors.

[Table of Contents](#)

The underwriters and their affiliates may have engaged and may in the future continue to engage in transactions with and perform services for Panama, for which they received or will receive customary fees and expenses. These transactions and services are carried out in the ordinary course of business.

The global bonds are being offered for sale in jurisdictions in the United States, Europe and Asia where it is legal to make such offers. The underwriters have represented and have agreed that they have not offered, sold or delivered and will not offer, sell or deliver any of the global bonds, directly or indirectly, or distribute this prospectus supplement or the accompanying prospectus or any other material relating to the global bonds, in or from

any jurisdiction except under circumstances that will result in compliance with the applicable laws and regulations thereof, and will not impose any obligations on Panama except as set forth in the terms agreement and underwriting agreement.

Panama has agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, and will contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters are offering global bonds, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the global bonds, and other conditions contained in the terms agreement, such as the receipt by the underwriters of officials' certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

The address of BofA Securities, Inc. is One Bryant Park, New York, New York 10036. The address of Scotia Capital (USA) Inc. is 250 Vesey Street, New York, New York 10281.

**Other Relationships**

The Underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with Panama or its instrumentalities. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of Panama or its instrumentalities. Certain of the underwriters or their affiliates that have or may have a lending relationship with Panama routinely hedge their credit exposure consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in Panama's securities, including potentially the global bonds offered hereby. Any such short positions could adversely affect future trading prices of the global bonds offered hereby. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The underwriters have specifically agreed to act as follows in each of the following places:

**Belgium**

In Belgium, this Invitation is not, directly or indirectly, being made to, or for the account of, any person other than to qualified investors (gekwalificeerde beleggers/investisseurs qualifiés) within the meaning of Article 2, e) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated

[Table of Contents](#)

market, and repealing Directive 2003/71/EC. (*Règlement (UE) 2017/1129 du 14 juin 2017 du Parlement européen et du Conseil concernant le prospectus à publier en cas d'offre au public de valeurs mobilières ou en vue de l'admission de valeurs mobilières à la négociation sur un marché réglementé, et abrogeant la directive 2003/71/CE / Verordening (EU) 2017/1129 van het Europees Parlement en de Raad van 14 juni 2017 betreffende het prospectus dat moet worden gepubliceerd wanneer effecten aan het publiek worden aangeboden of tot de handel op een geregelende markt worden toegelaten en tot de intrekking van Richtlijn 2003/71/EG*) ("The Regulation"), as amended or replaced from time to time, and that do not qualify as consumers (consumenten/consommateurs) within the meaning of Article I.1, 2° of the Belgian Code of Economic Law of February 28, 2013 (Qualified Belgian Investors). As a result, and further to Article 1, 4, a of The Regulation this Invitation does not constitute a public offer pursuant to Article 3, 1 of The Regulation, as amended or replaced from time to time. Consequently, the Invitation has not been and will not be notified to, and the offer memorandum and any other offering material relating to the offer has not been, and will not be, submitted to nor approved by the Belgian Financial Services and Markets Authority (Autoriteit voor Financiële Diensten en Markten/Autorité des Services et Marchés Financiers) pursuant to the Belgian laws and regulations applicable to the public offering of securities. The Invitation as well as any other materials relating to the Invitation may not be advertised, and this memorandum or any other information circular, brochure or similar document may not be distributed, directly or indirectly, to any person in Belgium other than Qualified Belgian Investors, acting on their own account, and may not be used in connection with any offering in Belgium except as may otherwise be permitted by law.

**Canada**

The global bonds may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the global bonds must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.4 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

**European Economic Area (EEA)**

*Prohibition of Sales to EEA Retail Investors.* Each underwriter has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any global bonds to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

**Table of Contents**

(b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the global bonds.

**Chile**

PURSUANT TO THE SECURITIES MARKET LAW OF CHILE AND NORMA DE CARÁCTER GENERAL (RULE) NO. 336, DATED JUNE 27, 2012, ISSUED BY THE FINANCIAL MARKET COMMISSION OF CHILE (COMISIÓN PARA EL MERCADO FINANCIERO OR “CMF” (“RULE 336”), THE GLOBAL BONDS MAY BE PRIVATELY OFFERED TO CERTAIN QUALIFIED INVESTORS IDENTIFIED AS SUCH BY RULE 336 (WHICH IN TURN ARE FURTHER DESCRIBED IN RULE NO. 216, DATED JUNE 12, 2008, AND RULE 410 DATED JULY 27, 2016, BOTH OF THE CMF).

RULE 336 REQUIRES THE FOLLOWING INFORMATION TO BE MADE TO PROSPECTIVE INVESTORS IN CHILE:

1. DATE OF COMMENCEMENT OF THE OFFER: NOVEMBER 19, 2019. THE OFFER OF THE GLOBAL BONDS IS SUBJECT TO RULE 336;
2. THE SUBJECT MATTER OF THIS OFFER ARE SECURITIES NOT REGISTERED IN THE SECURITIES REGISTRY (REGISTRO DE VALORES) OF THE CMF, NOR IN THE FOREIGN SECURITIES REGISTRY (REGISTRO DE VALORES EXTRANJEROS) OF THE CMF; HENCE, THE GLOBAL BONDS ARE NOT SUBJECT TO THE OVERSIGHT OF THE CMF;
3. SINCE THE GLOBAL BONDS ARE NOT REGISTERED IN CHILE THERE IS NO OBLIGATION BY THE ISSUER TO DELIVER PUBLIC INFORMATION ABOUT THE GLOBAL BONDS IN CHILE; AND
4. THE GLOBAL BONDS SHALL NOT BE SUBJECT TO PUBLIC OFFERING IN CHILE UNLESS REGISTERED IN THE RELEVANT SECURITIES REGISTRY OF THE CMF.

**INFORMACIÓN A LOS INVERSIONISTAS CHILENOS**

DE CONFORMIDAD CON LA LEY N° 18.045, DE MERCADO DE VALORES Y LA NORMA DE CARÁCTER GENERAL N° 336 (LA “NCG 336”), DE 27 DE JUNIO DE 2012, DE LA COMISIÓN PARA EL MERCADO FINANCIERO (LA “CMF”), LOS BONOS PUEDEN SER OFRECIDOS PRIVADAMENTE A CIERTOS “INVERSIONISTAS CALIFICADOS”, A LOS QUE SE REFIERE LA NCG 336 Y QUE SE DEFINEN COMO TALES EN LA NORMA DE CARÁCTER GENERAL N° 216, DE 12 DE JUNIO DE 2008 Y EN LA NORMA DE CARÁCTER GENERAL N° 410, DE 27 DE JULIO DE 2016, AMBAS DE LA CMF.

LA SIGUIENTE INFORMACIÓN SE PROPORCIONA A POTENCIALES INVERSIONISTAS DE CONFORMIDAD CON LA NCG 336:

1. LA OFERTA DE LOS BONOS COMIENZA EL 19 DE NOVIEMBRE DE 2019, Y SE ENCUENTRA ACOGIDA A LA NCG 336;
2. LA OFERTA VERSA SOBRE VALORES NO INSCRITOS EN EL REGISTRO DE VALORES O EN EL REGISTRO DE VALORES EXTRANJEROS QUE LLEVA LA CMF, POR LO QUE TALES VALORES NO ESTÁN SUJETOS A LA FISCALIZACIÓN DE LA

CMF;

- 3. POR TRATARSE DE VALORES NO INSCRITOS EN CHILE NO EXISTE LA OBLIGACIÓN POR PARTE DEL EMISOR DE ENTREGAR EN CHILE INFORMACIÓN PÚBLICA SOBRE ESTOS VALORES; Y
- 4. LOS BONOS NO PODRÁN SER OBJETO DE OFERTA PÚBLICA EN CHILE MIENTRAS NOSEAN INSCRITOS EN EL REGISTRO DE VALORES CORRESPONDIENTE DE LA CMF.

[Table of Contents](#)

**France**

The global bonds may not be offered or sold or caused to be offered or sold, directly or indirectly, to the public in France and neither this prospectus supplement and the related prospectus, which have not been submitted to the clearance procedure of the French *Autorité des marchés financiers* (“AMF”), nor to a competent authority of another Member State of the European Economic Area that would have notified its approval to the AMF Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017, and repealing Directive 2003/71/EC (the “Prospectus Regulation”), nor any other offering material or information contained therein relating to the global bonds may be released, issued or distributed or caused to be released, issued or distributed, directly or indirectly, to the public in France, or used in connection with any offer for subscription, exchange or sale of the global bonds to the public in France.

Any such offers, sales and distributions may be made in France only to (i) qualified investors (*investisseurs qualifiés*) acting for their own account, and/or to (ii) investment services providers authorized to engage in portfolio management services on behalf of third parties and/or to (iii) limited group of investors (*cercle restreint d’investisseurs*) acting for their own account, all as defined in, and in accordance with, Articles L.411-2, II, D.411-1 and D.411-4, D.744-1, D.754-1 and D.764-1 of the French *Code monétaire et financier*.

In the event that the global bonds purchased or subscribed by investors listed above are offered or resold, directly or indirectly, to the public in France, the conditions relating to public offers set forth in Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French *Code monétaire et financier* must be complied with. Investors in France and persons into whose possession offering materials come must inform themselves about, and observe, any such restrictions.

**Germany**

This prospectus does not constitute a prospectus compliant with the Prospectus Regulation and does therefore not allow any public offering in the Federal Republic of Germany (“Germany”). No action has been or will be taken in Germany that would permit a public offering of the global bonds, or distribution of a prospectus or any other offering material relating to the global bonds. In particular, no prospectus (Prospekt) within the meaning of the Prospectus Regulation and the German Securities Trading Act (*Wertpapierprospektgesetz*) or any other applicable laws in Germany has been or will be published in Germany, nor has this prospectus been filed with or approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) for publication in Germany.

This prospectus is strictly for use of the person who has received it. It may not be forwarded to other persons or published in Germany.

**Hong Kong**

Each manager represents, warrants and agrees that the global bonds have not been offered or sold and will not be offered or sold in Hong Kong by means of any document other than (a) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong) (the “CWUMPO”), or (b) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) (the “SFO”) and any rules made thereunder, or (c) in other circumstances which do not result in the document being a “prospectus” as defined in the CWUMPO.

No advertisement, invitation or document relating to the global bonds has been or will be issued, or has been or will be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the global bonds which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

[Table of Contents](#)

**Italy**

The offering of the global bonds has not been registered pursuant to Italian securities legislation and, accordingly, no global bonds may be offered, sold or delivered, nor may copies of the prospectus, the prospectus supplement nor any other document relating to any global bonds be distributed in the Republic of Italy, except, in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

The offering of the global bonds is being carried out in the Republic of Italy as an exempted offer pursuant to article 1, paragraph 4, letter c), of Regulation (EU) 2017/1129.

The global bonds will not be offered, sold or delivered nor any copies of the prospectus, the prospectus supplement and/or any other document relating to the global bonds will be distributed in the Republic of Italy except in circumstances which are exempted from the rules on public offerings, as provided under Regulation (EU) 2017/1129, the Legislative Decree No. 58 of 24 February 1998 (the “Consolidated Financial Act”) and the Consob Regulation No. 11971 of 14 May 1999 (the “Issuer Regulation”).

Any offer, sale or delivery of the global bonds or distribution of copies of the prospectus, the prospectus supplement or any other document relating to the global bonds in the Republic of Italy must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Regulation (EU) 2017/1129, the Consolidated Financial Act, Regulation No. 20307, Legislative Decree No. 385 of 1 September 1993 (the “Banking Act”) (in each case, as amended) and any other applicable laws or regulation;
- (b) in compliance with Article 129 of the Banking Act, and the implementing guidelines of the Bank of Italy, as amended from time to time; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy or other competent authority.

Each intermediary must comply with the applicable laws and regulations concerning information duties vis-à-vis its clients in connection with the global bonds or the relevant offering.

**Japan**

The global bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “Financial Instruments and Exchange Act”) and each manager has represented and agreed that it has not offered or sold, and will not offer or sell any global bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Article 6, Paragraph 1, Item 5 of the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

**Luxembourg**

The global bonds may not be offered to the public in Luxembourg, except in the following circumstances:

- (a) in the period beginning on the date of publication of a prospectus in relation to those global bonds which have been approved by the Commission de surveillance du secteur financier (CSSF) in Luxembourg or, where appropriate, approved in another relevant European Union Member State and notified to ESMA and the CSSF, all in accordance with the Prospectus Regulation and ending on the date which is 12 months after the date of such publication (hereafter a “Public offer”);

[Table of Contents](#)

(b) at any time to qualified investors, which, pursuant to the Prospectus Regulation, means “persons or entities that are listed in points (1) to (4) of Section I of Annex II to Directive 2014/65/EU, and persons or entities who are, on request, treated as professional clients in accordance with Section II of that Annex, or recognised as eligible counterparties in accordance with Article 30 of Directive 2014/65/EU unless they have entered into an agreement to be treated as non-professional clients in accordance with the fourth paragraph of Section I of that Annex. For the purposes of applying the first sentence of this point, investment firms and credit institutions shall, upon request from the issuer, communicate the classification of their clients to the issuer subject to compliance with the relevant laws on data protection”; and/or

(c) an offer of securities addressed to fewer than 150 natural or legal persons per Member State, other than qualified investors and/or,

(d) at any time in any other circumstances which do not require the publication by the issuer of a prospectus pursuant to Article 1 (4) of the Prospectus Regulation.

The applicability of the selling restrictions provided by Luxembourg law will depend on whether the invitation is to be treated as a public offer or whether it can be made under one of the exemptions of Article 1 (4) of the Prospectus Regulation (a “private placement”).

For the purposes of this provision, the expression an offer of global bonds to the public in relation to any global bonds in Luxembourg means the communication in any form and by any means of sufficient information on the terms of the offer and the global bonds to be offered so as to enable an investor to decide to purchase the global bonds, as defined in the Prospectus Regulation or any variation thereof or amendment thereto.

**Malaysia**

Nothing in this prospectus supplement constitutes the making available, or offer for subscription or purchase, or invitation to subscribe for or purchase, or sale, of the global bonds in Malaysia. No approval, authorization or recognition from, or registration with, the Securities Commission of Malaysia (“SC”) has been or will be obtained for the making available, offer for subscription or purchase of, or invitation to subscribe for or purchase, or sale, of the global bonds or any other securities under the Capital Markets and Services Act of 2007 to any persons in Malaysia. Neither this prospectus supplement or any amendment or supplement nor any prospectus, disclosure document or other offering document has been or will be approved by, or registered or lodged with, the SC, the Registrar of Companies, or any other authority in connection with the offering or invitation in Malaysia. Accordingly, no offering or invitation in respect of the global bonds or any other securities is or will be made in Malaysia pursuant to this prospectus supplement or any amendment or supplement hereto. This prospectus supplement or any amendment or supplement hereto or any other offering document in relation to the global bonds may not be circulated or distributed in Malaysia, whether directly or indirectly, for the purpose of making available, or offer for subscription or purchase, or invitation to subscribe for or purchase, or sale, of the global bonds, and no person may offer for purchase any of the global bonds directly or indirectly to anyone in Malaysia. The global bonds will only be made available or offered or sold exclusively to persons outside Malaysia.

**The Netherlands**

In addition and without prejudice to the EEA selling restrictions above, zero coupon debt securities in bearer form on which interest does not become due and payable during their term but only at maturity and other debt securities in bearer form that qualify as savings certificates (*spaarbewijzen*) within the meaning of the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) may be transferred or accepted only through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. and with due observance of the Dutch Savings Certificates Act and its implementing regulations (including the registration requirements), provided that no such mediation is required in respect of (i) the initial issue of such debt securities to the first holders thereof, (ii) any

[Table of Contents](#)

transfer and delivery by natural persons who do not act in the conduct of a profession or trade, and (iii) the issue and trading of such debt securities, if such debt securities are physically issued outside the Netherlands and not distributed in the Netherlands in the course of primary trading or immediately thereafter; in addition (i) certain identification requirements in relation to the issue and transfer of, and payment on, such debt securities have to be complied with, (ii) any reference in publications concerning such debt securities to the words “to bearer” is prohibited, (iii) so long as such debt securities are not listed at the regulated market operated by Euronext Amsterdam N.V., each transaction involving a transfer of such debt securities must be recorded in a transaction note, containing, at least, the name and address of the counterparty to the transaction, the nature of the transaction, and a description of the amount, registration number(s), and type of the debt securities concerned, and (iv) the requirement described under (iii) must be printed on such debt securities.

**Panama**

This prospectus supplement and the global bonds have not been and will not be registered with the Superintendence of Securities Markets of the Republic of Panama under Decree Law 1 of 1999, as amended as they are exempted to do so. Therefore, the global bonds may be publicly offered and sold in the Republic of Panama to any investor pursuant to registration exemptions applicable to government securities.

**Singapore**

Each underwriter has acknowledged that this prospectus supplement has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each underwriter has represented and agreed that it has not offered or sold any global bonds or caused such global bonds to be made the subject of an invitation for subscription or purchase and will not offer or sell such global bonds or cause such global bonds to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this prospectus supplement or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such global bonds, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”)) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore, or (iii) otherwise pursuant to, and in accordance with the conditions of,

any other applicable provision of the SFA.

Where the global bonds are subscribed or purchased in reliance on an exemption under Sections 274 or 275 of the SFA, the global bonds shall not be sold within the period of six months from the date of the initial acquisition of the global bonds, except to any of the following persons:

- (i) an institutional investor (as defined in Section 4A of the SFA);
- (ii) a relevant person (as defined in Section 275(2) of the SFA); or
- (iii) any person pursuant to an offer referred to in Section 275(1A) of the SFA,

unless expressly specified otherwise in Section 276(7) of the SFA or Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Where the global bonds are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

[Table of Contents](#)

- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the global bonds pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person as defined in Section 275(2) of the SFA, or (in the case of such corporation) where the transfer arises from an offer referred to in Section 276(3)(i)(B) of the SFA or (in the case of such trust) where the transfer arises from an offer referred to in Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

**South Korea**

The global bonds have not been and will not be registered with the Financial Services Commission of the Republic of Korea ("Korea") for public offering in Korea under the Financial Investment Services and Capital Markets Act of Korea and its subordinate decrees and regulations. None of the global bonds may be offered, sold or delivered, directly or indirectly, or offered or sold to any person for reoffering or resale, directly or indirectly, in Korea or to any resident of Korea (as defined under the Foreign Exchange Transaction Law of Korea) except pursuant to applicable laws and regulations of Korea. In addition, no tender offer for any bonds in exchange for the global bonds may be made, directly or indirectly, in Korea or to any resident of Korea except pursuant to applicable laws and regulations of Korea.

**Switzerland**

The offer of the global bonds is made in Switzerland on the basis of a private placement, not as a public offering. The global bonds may not be publicly offered, sold or otherwise advertised, directly or indirectly, in or from Switzerland, and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading venue in Switzerland. This document, or any other offering or marketing material relating to the global bonds, does not therefore, constitute a prospectus within the meaning of Arts. 652a or 1156 of the Swiss Federal Code of Obligations or a listing prospectus within the meaning of the Listing Rules of the SIX Swiss Exchange or any other exchange or regulated trading venue in Switzerland and neither this prospectus supplement nor any other offering or marketing material relating to the offer of the global bonds or the global bonds may be publicly distributed or otherwise made publicly available in Switzerland.

**Taiwan**

The global bonds have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or an

other regulatory authorities of Taiwan pursuant to relevant securities laws and regulations of Taiwan and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitute an offer or a solicitation of an offer within the meaning of the Securities and Exchange Act or relevant laws and regulations of Taiwan that requires a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or any other regulatory authorities of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the global bonds in Taiwan.

[Table of Contents](#)

**The United Arab Emirates**

This prospectus supplement has been provided to you at your written request and is not intended to constitute an offer, sale or delivery of global bonds or other securities under the laws of the United Arab Emirates. The global bonds have not been and will not be approved or licensed by the UAE Central Bank, the UAE Securities and Commodities Authority (SCA), the Dubai Financial Services Authority, the Financial Services Regulatory Authority or any other relevant licensing authorities in the UAE, and accordingly does not constitute a public offer of securities in the UAE in accordance with the UAE Commercial Companies Law (Federal Law No. 2 of 2015 (as amended)), SCA Resolution No. 3 R.M. of 2017 Regulating Promotions and Introductions or otherwise. Accordingly, the global bonds may not be offered to the public in the United Arab Emirates (including the Dubai International Financial Centre and Abu Dhabi Global Market).

**The United Kingdom**

Each underwriter has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, (“FSMA”)) received by it in connection with the issue or sale of the global bonds in circumstances in which Section 21(1) of the FSMA does not apply to Panama; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the global bonds in, from or otherwise involving the United Kingdom.

This prospectus supplement is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) investment professionals falling within Article 19(5) of the FSMA (Financial Promotion) Order 2005 (the “Order”) or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”). The global bonds will only be available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire the global bonds will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this prospectus supplement or any of its contents.

[Table of Contents](#)

**VALIDITY OF THE GLOBAL BONDS**

The validity of the global bonds will be passed upon for Panama by Dr. Rigoberto González Montenegro, the *Procurador de la Administración* of Panama, or by a duly authorized attorney of the *Procuraduría de la Administración*, and by Arnold & Porter Kaye Scholer LLP, New York, New York, United States counsel to Panama, and for the underwriters by Sullivan & Cromwell LLP, New York, New York, United States counsel to the Underwriters and by Arias, Fábrega & Fábrega, Panama counsel to the Underwriters.

As to all matters of Panama law, Arnold & Porter Kaye Scholer LLP may rely on the opinion of the *Procurador de la Administración* or a duly authorized attorney of the *Procuraduría de la Administración*, and Sullivan & Cromwell LLP may rely on the opinion of Arias, Fábrega & Fábrega and the *Procurador de la Administración* or a duly authorized attorney of the *Procuraduría de la Administración*. As to all matters of United States law, the *Procurador de la Administración* or a duly authorized attorney of the *Procuraduría de la Administración* may rely on the opinion of Arnold & Porter Kaye Scholer LLP, and Arias, Fábrega & Fábrega may rely on the opinion of Sullivan & Cromwell LLP.

**OFFICIAL STATEMENTS AND DOCUMENTS**

Information included herein which is identified as being derived from a publication of, or supplied by, Panama or one of its agencies or instrumentalities is included on the authority of that publication as a public official document of Panama. All other information is included as a public official statement made on the authority of the Minister of Economy and Finance of Panama.

[Table of Contents](#)

**GENERAL INFORMATION**

**Due Authorization**

Panama is authorized to issue the global bonds pursuant to Cabinet Decrees No. 10 dated April 9, 2013 and No. 20 dated July 9, 2019.

**Listing and Luxembourg Listing Agent**

Application will be made to list the global bonds on the Official List of the Luxembourg Stock Exchange and to have the global bonds admitted to trading on the Euro MTF Market. The Luxembourg listing agent is The Bank of New York Mellon S.A./N.V., Luxembourg Branch.

**Litigation**

Except as described herein and in any documents incorporated herein by reference, neither Panama nor any governmental agency of Panama is involved in any litigation, arbitration or administrative proceedings relative to claims or amounts that are material in the context of the issuance of the global bonds and that would materially and adversely affect Panama’s ability to meet its obligations under the global bonds and the fiscal agency agreement with respect to the global bonds. No such litigation or arbitration or administrative proceedings are pending or, so far as Panama is aware, threatened.

**Documents Relating to the Global Bonds**

Copies of the fiscal agency agreement and the form of the global bonds may be inspected during normal business hours on any day, except Saturdays, Sundays and public holidays, at the offices of the fiscal agent and the Luxembourg paying agent specified on the inside back cover of this prospectus supplement.

**Where You Can Find More Information**

Panama has filed its annual report for 2018 on [Form 18-K](#) (except for certain exhibits), with the SEC electronically. Panama’s SEC filings are available to the public from the SEC’s website at <http://www.sec.gov>.

Such Form 18-K, together with its exhibits and amendments previously filed with the SEC and filed before the end of the offering of the global bonds, is considered part of and incorporated by reference in this prospectus supplement.

So long as the global bonds are listed on the Official List of the Luxembourg Stock Exchange, copies of the most recent *Panamá en Cifras* (as or when available), or if *Panamá en Cifras* ceases to be published, comparable economic information of the Office of the Comptroller General, and any documents incorporated by reference in this prospectus supplement may be obtained in English at the office of the Luxembourg listing agent for the global bonds and at the office of the fiscal agent during usual business hours on any day (Saturdays, Sundays and public holidays excepted).

**Clearing**

The global bonds will be accepted for clearance through Euroclear, Clearstream, Luxembourg and DTC (For the 2030 bonds: CUSIP No.: 698299 BK9, ISIN: US698299BK97, Common Code 203427794; For the 2053 bonds: CUSIP No.: 698299 BB9, ISIN: US698299BB98, Common Code 092395154).

[Table of Contents](#)

**PROSPECTUS**



# REPUBLIC OF PANAMA

## \$5,150,783,750 Debt Securities Warrants

The Republic of Panama (referred to as Panama) or *Banco Nacional de Panamá* (BNP), acting not in its individual capacity but solely as trustee of *Fideicomiso FAP*, a trust formed under the laws of Panama which owns the assets of the *Fondo de Ahorro de Panamá* (FAP), and which is referred to as the Savings Fund Trust (BNP, in such capacity, being referred to as the selling securityholder), may offer up to \$5,150,783,750 (or its equivalent in other currencies) aggregate principal amount of debt securities of Panama, with or without warrants or other similar securities to purchase, sell or exchange such debt securities.

Panama or the selling securityholder may offer any combination of debt securities and/or warrants from time to time in one or more offerings. Panama will provide specific terms of these securities in supplements to this prospectus. You should read this prospectus and any prospectus supplement carefully before you invest.

Panama or the selling securityholder may sell the securities directly, through agents designated from time to time or through underwriters or dealers.

**Neither the Securities and Exchange Commission nor any State securities commission has approved or disapproved of these securities or determined whether this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.**

**You should rely only on the information contained or incorporated by reference in this prospectus or any prospectus supplement. Panama has not authorized anyone to provide you with different or additional information. Panama is not making an offer of these debt securities or warrants in any place where the offer is not permitted by law. You should assume that the information in this prospectus, the prospectus supplement accompanying this prospectus and the documents incorporated by reference is accurate only as of the respective dates of those documents.**

The date of this prospectus is October 9, 2019.

[Table of Contents](#)

**TABLE OF CONTENTS**

[Where You Can Find More Information](#)  
[Data Dissemination](#)

**Page**  
2  
2

prospectus the information Panama files with it. This means that Panama can disclose important information to you by referring you to those documents. Information that is incorporated by reference is an important part of this prospectus. Panama incorporates by reference the following documents:

[Use of Proceeds](#) 3  
[Debt Securities](#) 3  
[Collective Action Securities](#) 17  
[Aggregated Collective Action Securities](#) 19  
[Warrants](#) 25  
[Governing Law](#) 26  
[Jurisdiction and Enforcement](#) 27  
[Plan of Distribution](#) 28  
[Selling Securityholder](#) 30  
[Validity of the Securities](#) 30  
[Official Statements](#) 30  
[Authorized Representative](#) 30  
[Glossary](#) 30

**WHERE YOU CAN FIND MORE INFORMATION**

Panama voluntarily files annual reports with the Securities and Exchange Commission, or the SEC. These reports and any amendments to these reports include certain financial, statistical and other information about Panama, and may be accompanied by exhibits. You may read and copy any document Panama files with the SEC at the SEC’s public reference room in Washington, D.C. You may also obtain copies of these documents from the public reference room in Washington by paying a fee. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room or log on to <http://www.sec.gov>, where the SEC maintains an Internet site that contains reports and other information filed by Panama.

The SEC allows Panama to “incorporate by reference” into this

- ◆ Panama’s Annual Report on [Form 18-K](#) for the fiscal year ended December 31, 2018 filed on September 27, 2019 (File No. 333-07558);
- ◆ Any amendment on Form 18-K/A to the 2018 annual report filed after the date of this prospectus and prior to the termination of the offering of the securities.

Panama also incorporates by reference all future annual reports and amendments to annual reports until it sells all of the debt securities and warrants covered by this prospectus. Each time Panama files a document with the SEC that is incorporated by reference, the information in that document automatically updates information contained in previously filed documents.

You may request a free copy of these filings by writing or calling the Embassy of Panama at the following address:

Embassy of Panama  
 2862 McGill Terrace, N.W.  
 Washington, D.C. 20008  
 Attn: Finance Section  
 (202) 483-1407

**DATA DISSEMINATION**

Panama is a participant in the Enhanced General Data Dissemination System of the International Monetary Fund, or the IMF. Countries that participate in the

[Table of Contents](#)

Enhanced General Data Dissemination System make a commitment to use it as a framework to develop national systems to produce and disseminate economic, financial and socio-demographic data. Participation in the General Data Dissemination System is voluntary. As a participant, Panama has committed to undertaking to:

- ◆ designate a country coordinator to act as the main contact with the IMF staff on all issues relating to Panama’s participation in and implementation of the Enhanced General Data Dissemination System; and
- ◆ prepare descriptions of Panama’s statistical practices that the IMF will post on its Dissemination Standards Bulletin Board. These descriptions, or “metadata,” are intended to cover Panama’s current statistical production and dissemination practices as well as plans

will use the net proceeds from the sale of the securities for the general governmental purposes of Panama, including the refinancing of domestic and external indebtedness of Panama and for other budgetary purposes. Unless otherwise specified in the applicable prospectus supplement, Panama will not receive any proceeds from any sales of debt securities or warrants made by the selling securityholder.

**DEBT SECURITIES**

Panama may issue debt securities, with or without warrants, in distinct series at various times, and these debt securities will be issued pursuant to a fiscal agency agreement between Panama and the fiscal agent. The financial terms and other specific terms of a particular series of debt securities will be described in a prospectus supplement relating to such securities. If the terms or

for short- and longer-term improvements and, if applicable, associated technical and other assistance required to implement these plans.

The metadata prepared by participants in the Enhanced General Data Dissemination System may be found on the IMF’s Dissemination Standard Bulletin Board. The Internet website is located at <http://dsbb.imf.org/Applications/web/dsbbhome>. The website and any information on it are not part of this prospectus. All references in this prospectus to this website are inactive textual references to this URL, or “uniform resource locator,” and are for your information only.

**USE OF PROCEEDS**

Unless otherwise specified in the applicable prospectus supplement, Panama

conditions described in the prospectus supplement that relate to your series of debt securities differ from the terms or conditions described in this prospectus, you should rely on the terms or conditions described in the prospectus supplement.

In this description of debt securities, you will see some initially capitalized terms. These terms have very particular, legal meanings, and you can find their definitions under the heading “Glossary” below.

**General**

The prospectus supplement that relates to your debt securities will specify the following terms:

- ◆ the specific title or designation of the debt securities;
- ◆ the principal amount of the debt securities;

[Table of Contents](#)

- ◆ the price of the debt securities;
- ◆ the stated maturity date(s) on which Panama must repay principal;
- ◆ the rate of any interest the debt securities will bear and, if variable, the method by which the interest rate will be calculated;
- ◆ the dates when any interest payments will be made;
- ◆ the date or dates from which any interest will accrue;
- ◆ the record dates for any interest payable on an interest payment date;
- ◆ the circumstances and terms, if any, under which Panama may redeem the debt securities before maturity;
- ◆ the circumstances and terms, if any, under which the holders of the debt securities may obligate Panama to redeem, repurchase or repay their respective securities pursuant to any sinking fund or analogous provisions or at the option of those holders;
- ◆ the currency or currencies in which such debt securities are denominated, which may be U.S. dollars, another foreign currency or units of two or more currencies;
- ◆ the currency or currencies for which such debt securities will be denominated;
- ◆ if the debt securities will be issued upon the exchange or conversion of other debt securities, the specific terms relating to this exchange or conversion;
- ◆ whether any part or all of the debt securities will be in the form of a global security and the circumstances in which a global security will be exchangeable for certificated (physical) securities;
- ◆ if the debt securities will be listed, the stock exchange or other market on which they will be listed;
- ◆ whether the debt securities will be designated “Equal Ranking Securities” (as described under the heading “Debt Securities – Status of the Debt Securities” below) “Collective Action Securities” (as described under the heading “Collective Action Securities” below) or “Aggregated Collective Action Securities (as described under the heading “Aggregated Collective Action Securities” below); and
- ◆ any other terms of the debt securities.

If applicable, the prospectus supplement may also describe any U.S. federal or Panamanian income tax consequences and special considerations applicable to that particular series of debt securities.

Any moneys held by the fiscal agent in respect of debt securities and remaining unclaimed for two years after those amounts have become due and payable shall be returned to

securities may be purchased and in which principal, premium, if any, and interest may be payable;

- ◆ if any amount payable in respect of the debt securities will be determined based on an index or formula, the method by which such amount will be determined;

Panama. After the return of these moneys to Panama, the holder of this debt security may thereafter look only to Panama for any payment.

Panama may replace the fiscal agent at any time, subject to the appointment of a

[Table of Contents](#)

replacement fiscal agent. The fiscal agent is an agent of Panama and is not a trustee for the holders of the debt securities.

**Status of the Debt Securities**

The following description shall apply to any series of debt securities that have been designated “Equal Ranking Securities.”

The debt securities constitute and will constitute direct, unsubordinated, unconditional and general obligations of Panama. Except as described under the heading “Negative Pledge” below, the debt securities are unsecured obligations of Panama. Panama has pledged its full faith and credit for the due and punctual payment of principal, premium, if any, and interest on the debt securities.

The debt securities rank and will rank without any preference among themselves and equally with all other unsecured and unsubordinated Public Indebtedness of Panama. It is understood that this provision shall not be construed so as to require Panama to make payments under the debt securities ratably with payments being made under any other Public Indebtedness.

The following description shall apply to any series of debt securities that have not been designated “Equal Ranking Securities”

The debt securities will be direct, unconditional and general obligations of Panama. Except as described under the heading “Negative Pledge” below, the debt securities are unsecured obligations of Panama. Panama has pledged its full faith and credit for the due and punctual payment

of principal, premium, if any, and interest on the debt securities.

The debt securities of each series will rank equally in right of payment with all other indebtedness issued in accordance with the fiscal agency agreement and with all other unsecured and unsubordinated Indebtedness of Panama

**Form of Debt Securities**

Unless otherwise specified in the prospectus supplement, debt securities denominated in U.S. dollars will be issued:

- ◆ only in fully registered form;
- ◆ without interest coupons; and
- ◆ in denominations of U.S.\$1,000 and integral multiples of U.S.\$1,000.

Debt securities denominated in another monetary unit will be issued in the denominations set forth in the applicable prospectus supplement.

**Payment**

Unless otherwise specified in the applicable prospectus supplement, principal of and interest and premium (if any) on the debt securities will be payable in U.S. dollars at the New York office of the fiscal agent to the registered holders of the debt securities on the related record date.

The register of holders of debt securities will be kept at the New York office of the fiscal agent.

**Negative Pledge**

The following description shall apply to any series of debt securities issued

[Table of Contents](#)

on or after the date hereof, but not to a reopening of a series of debt securities originally issued prior to February 13, 2015.

Unless otherwise specified in the prospectus supplement, Panama undertakes with respect to each series of debt securities that, as long as any debt securities of that series remain outstanding, it will not create or permit to subsist any Lien upon the whole or any part of its assets or revenues to secure any Public External Indebtedness of Panama, unless:

- ◆ the debt securities of such series are secured equally and ratably with such Public External Indebtedness; or
- ◆ the debt securities of such series have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by the holders of the debt securities of such series as provided under the heading “Meetings and Amendments”, or in the case of a series of debt securities that has been designated “Collective Action Securities” under the heading “Collective Action Securities – Amendments and Waivers”, or in the case of a series of debt securities that has been designated “Aggregated Collective Action Securities” under the heading “Aggregated Collective Action Securities – Amendments and Waivers” below, as the case may be.

Notwithstanding the foregoing, Panama may create or permit to subsist:

- ◆ any Lien upon property to secure Public External Indebtedness of Panama incurred for the purpose of financing the acquisition of such property and any renewal or extension of any such Lien

which is limited to the original property covered thereby and which secures only the renewal or extension of the original secured financing;

- ◆ any Lien existing on such property at the time of its acquisition to secure Public External Indebtedness of Panama and any renewal or extension of any such Lien which is limited to the original property covered thereby and which secures only the renewal or extension of the original secured financing;
- ◆ any Lien in existence on the date of issue of the debt securities, including any renewal or extension thereof which secures only the renewal or extension of the original secured financing;
- ◆ any Lien securing Public External Indebtedness incurred for the purpose of financing all or part of the costs of the acquisition, construction or development of a project and any renewal or extension of such Lien, *provided* that:
  - ? the holders of such Public External Indebtedness expressly agree to limit their recourse to the assets and revenues of such project, and all proceeds (including, without limitation, any insurance proceeds), products and all additions, substitutions, replacements and accessions of or to any such assets or revenues, as the principal source of repayment of such Public External Indebtedness; and
  - ? the property over which such Lien is granted consists solely of such assets and revenues and proceeds;

[Table of Contents](#)

- ◆ any Lien on the properties or revenues of the FAP or any Lien on the properties or revenues of the Development Trust Fund assumed by the FAP as successor of the Development Trust Fund, provided that the equivalent in U.S. dollars of the amount secured by such Liens shall not at any time exceed the amount of all contributions to the FAP from:
  - ? the assets of the Development Trust Fund transferred to the FAP;

The following description shall apply to a reopening of any series of debt securities originally issued prior to February 13, 2015:

Unless otherwise specified in the prospectus supplement, Panama undertakes with respect to each series of debt securities that, as long as any debt securities of that series remain outstanding, it will not create or permit to subsist any Lien upon the whole or any part of its assets or revenues to secure any Public External Indebtedness of

- ? any contribution from the Panama Canal Authority to the National Treasury that is greater than 3.5% of the nominal GDP of the year in effect, starting with the fiscal year 2015;
- ? the proceeds from the sale of any stock in Mixed Companies;
- ? sums bequeathed or donated to the FAP by any person other than Panama or any governmental agency or affiliate thereof; and
- ? any earnings on properties or revenues received pursuant to the four bullet points immediately above, and any renewal or extension of any such Lien which is limited to the original properties or revenues covered thereby; and
- ◆ Liens in addition to those permitted under the bullet points above, and any renewal or extension thereof, *provided* that the aggregate amount of Public External Indebtedness secured by such additional Liens shall not exceed the equivalent of U.S.\$25,000,000.

Panama, unless:

- ◆ the debt securities of such series are secured equally and ratably with such Public External Indebtedness; or
  - ◆ the debt securities of such series have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by the holders of the debt securities of such series as provided under the heading “Meetings and Amendments” below.
- Notwithstanding the foregoing, Panama may create or permit to subsist:
- ◆ any Lien upon property to secure Public External Indebtedness of Panama incurred for the purpose of financing the acquisition of such property and any renewal or extension of any such Lien which is limited to the original property covered thereby and which secures only the renewal or extension of the original secured financing;
  - ◆ any Lien existing on such property at the time of its acquisition to secure Public External Indebtedness of Panama and any renewal or extension of any such Lien which is limited to the original

[Table of Contents](#)

- property covered thereby and which secures only the renewal or extension of the original secured financing;
- ◆ any Lien in existence on the date of the fiscal agency agreement, including any renewal or extension thereof which secures only the renewal or extension of the original secured financing;
  - ◆ any Lien contemplated as of July 17, 1996 under the agreements (as they may be amended) implementing the Republic of Panama 1995 Financing Plan dated October 4, 1995 sent to the international financial community with the communication dated September 15, 1995 from the Minister of Planning and Economic Policy of Panama and explanatory communications relating thereto and implementing documentation therefor, including any Lien to secure obligations under the collateralized bonds issued thereunder (the “Collateralized Bonds”);
  - ◆ any Lien securing Public External Indebtedness of Panama issued upon surrender for cancellation of the Collateralized Bonds or the principal amount of any

- acquisition, construction or development of a project and any renewal or extension of such Lien, *provided* that:
- ? the holders of such Public External Indebtedness expressly agree to limit their recourse to the asset and revenues of such project as the principal source of repayment of such Public External Indebtedness; and
  - ? the property over which such Lien is granted consists solely of such assets and revenues;
  - ◆ any Lien on the properties or revenues of the Development Trust Fund created by Republic of Panama Law No. 20 of May 15, 1995, *provided* that the equivalent in U.S. dollars of the amount secured by such Liens shall not at any time exceed the amount of all contributions to the Development Trust Fund from:
    - ? the net proceeds from the privatization of publicly owned companies or the initial payment for concessions granted to the private sector;

indebtedness of Panama outstanding as of the date of the 1995 Financing Plan, in each case, to the extent such Lien is created to secure such Public External Indebtedness on a basis comparable to the Collateralized Bonds and the principal amount of Public External Indebtedness so secured is no greater than the principal amount of Collateralized Bonds or such other indebtedness so cancelled;

- ◆ any Lien securing Public External Indebtedness incurred for the purpose of financing all or part of the costs of the

- ? the proceeds from sales conducted of any Interoceanic Region Assets by the Interoceanic Region Authority;
- ? sums bequeathed or donated to the Development Trust Fund by any person other than Panama or any governmental agency or affiliate thereof; and
- ? any earnings on properties or revenues received pursuant to the three bullet points immediately

Table of Contents

above, and any renewal or extension of any such Lien which is limited to the original properties or revenues covered thereby; and

- ◆ Liens in addition to those permitted under the bullet points above, and any renewal or extension thereof, *provided* that the aggregate amount of Public External Indebtedness secured by such additional Liens shall not exceed the equivalent of U.S.\$25,000,000.

**Default**

Each of the following events will be an event of default with respect to each series of debt securities:

- (a) default by Panama in any payment of principal of any debt securities of such series for 15 calendar days;
- (b) default by Panama in any payment of interest on any debt securities of such series for 30 calendar days;
- (c) failure of Panama to perform any other obligation under the debt securities of that series, which continues for 60 calendar days after the holder of any debt securities of that series provides to the fiscal agent written notice requiring that such default be remedied;
- (d) acceleration of any aggregate principal amount of Public Indebtedness of Panama that exceeds U.S.\$25,000,000 (or its equivalent in any other currency) by reason of an event of default (however described) arising from Panama’s failure to make any payment of principal, premium or interest thereunder when due;
- (e) failure of Panama to make any payment in respect of the Public

Indebtedness of Panama in an aggregate principal amount in excess of U.S.\$25,000,000 (or its equivalent in any other currency) when due, which continues for 30 calendar days after the holder of any debt securities of that series provides to the fiscal agent written notice requiring that such default be remedied;

(f) declaration by Panama of a moratorium with respect to the payment of principal of, or premium or interest on, Public External Indebtedness of Panama which does not expressly exclude the debt securities of that series; or

(g) denial or repudiation by Panama of its obligations under the debt securities of that series.

**Acceleration of Maturity**

*The following description does not apply to any series of debt securities that has been designated Collective Action Securities or Aggregated Collective Action Securities. See “Collective Action Securities – Acceleration of Maturity” or “Aggregated Collective Action Securities – Acceleration of Maturity” below for a description of the corresponding terms of Collective Action Securities or Aggregated Collective Action Securities, as the case may be.*

If an event of default described in clause (a), (b), (f) or (g) under the heading “Default” above occurs with respect to any series of debt securities, then each registered holder of debt securities of that series may declare the principal of and any accrued interest on the debt securities it holds immediately due and payable.

If an event of default described in clause (c), (d) or (e) under the heading

[Table of Contents](#)

“Default” above occurs with respect to any series of debt securities, then the holders of not less than 25% in principal amount of all debt securities of that series then outstanding may declare the principal of and any accrued interest on all the debt securities of that series then outstanding immediately due and payable. Debt securities held directly or indirectly by or on behalf of Panama or any political subdivision or instrumentality thereof shall not be considered “outstanding” for this purpose.

Holders of debt securities may exercise these rights only by providing a written demand to Panama and the fiscal agent at its New York office at a time when the event of default is continuing.

**Redemption and Repurchase**

Unless otherwise set forth in the applicable prospectus supplement, the debt securities will not be redeemable prior to maturity at the option of Panama or the registered holders of these debt securities.

Panama may at any time purchase debt securities in any manner and for any price. Debt securities purchased by Panama may, at its discretion, be held, resold or cancelled.

**Meetings and Amendments**

*The following description does not apply to any series of debt securities that has been designated Aggregated Collective Action Securities. See “Aggregated Collective Action Securities – Meetings” and Aggregated Collective Action Securities – Amendments and Waivers” below for a description of the corresponding terms of Aggregated Collective Action Securities*

*General.* A meeting of holders of debt securities of any series may be called at any time:

- ◆ to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided for in the fiscal agency agreement or the debt securities of that series; or
- ◆ to modify, amend or supplement the terms of the debt securities of that series or the fiscal agency agreement.

Panama may at any time call a meeting of holders of debt securities of a series for any purpose described above. This meeting would be held at the time and place determined by Panama. If an event of default occurs and Panama or the holders of at least 10% of the aggregate principal amount of the outstanding debt securities of a series request (in writing) the fiscal agent to call a meeting, the fiscal agent will call such a meeting.

For the purpose of this prospectus, “outstanding” debt securities do not include:

- ◆ debt securities cancelled by or delivered for cancellation to the fiscal agent;
- ◆ debt securities held for reissuance but not reissued by the fiscal agent;
- ◆ debt securities called for redemption;
- ◆ debt securities which have become due and payable and for which sufficient funds to pay amounts owed under these debt securities have been paid or provided for; or
- ◆ debt securities of a series that have been substituted with another series of debt securities.

[Table of Contents](#)

*Notice.* The notice of a meeting will set forth the time and place of the meeting and in general terms the action proposed to be taken at the meeting. This notice shall be given as provided in the terms of the debt securities. In addition, this notice shall be given between 30 and 60 days before the meeting date; however, in the case of any meeting to be reconvened after adjournment for lack of a quorum, this notice shall be given between 10 and 60 days

the foregoing, at the reconvening of a meeting adjourned for a lack of a quorum, the presence of persons entitled to vote 25% in principal amount of the outstanding debt securities of a series shall constitute a quorum with respect to that series of debt securities for the taking of any action set forth in the notice of the original meeting.

In addition, any meeting at which a quorum is present

before the meeting date.

*Voting; Quorum.* A person who holds outstanding debt securities of a series or is duly appointed to act as proxy for a holder of these debt securities will be entitled to vote at a meeting of holders of the debt securities of that series. The presence at the meeting of persons entitled to vote a majority of the principal amount of the outstanding debt securities of a series shall constitute a quorum with respect to that series of debt securities.

If a quorum is not present within 30 minutes of the time appointed for the meeting, the meeting may be adjourned for a period of at least 10 days as determined by the chairman of the meeting prior to the adjournment of the meeting. If the meeting is convened at the request of the holders, however, then the meeting shall be dissolved.

In the absence of a quorum at an adjourned meeting, this adjourned meeting may be further adjourned for a period of at least 10 days as determined by the chairman of the meeting. Notice of the reconvening of an adjourned meeting shall be given only once. This notice shall state expressly the percentage of the principal amount of the outstanding debt securities of that series which shall constitute a quorum. Subject to

may be adjourned by the vote of a majority of the principal amount of the outstanding debt securities of the series represented at the meeting, and the meeting may be held as so adjourned without further notice.

If a quorum is present at the meeting, any resolution and all matters (other than those matters identified below that require the consent of all holders of the debt securities of a series) shall be effectively passed or decided by the vote of the persons entitled to vote 66 2/3% in aggregate principal amount of the outstanding debt securities of such series represented and voting at the meeting.

*Regulations.* The fiscal agent may make reasonable and customary regulations as it deems advisable for any meeting with respect to:

- ◆ the proof of the holding of debt securities of a series;
- ◆ the appointment of proxies in respect of holders of registered debt securities of a series;
- ◆ the record date for determining the registered owners of registered debt securities of a series;
- ◆ the adjournment and chairmanship of such meeting;

[Table of Contents](#)

- ◆ the appointment and duties of inspectors of votes, certificates and other evidence of the right to vote; and
- ◆ other matters concerning the conduct of the meeting that the fiscal agent deems appropriate.

*Chairman.* The fiscal agent will appoint a temporary chairman of the meeting by an instrument in writing. If Panama or the holders of the debt securities of a series called the meeting, however, then Panama or the holders calling the meeting, as the case may be, will appoint a temporary chairman by an instrument in writing.

A permanent chairman and a permanent secretary of the meeting shall be elected by the vote of the persons entitled to vote a majority of the principal amount of the outstanding debt securities of the series represented and voting at the meeting. The chairman of the meeting shall have no right to vote, except as a holder of debt securities of that series or proxy.

*Record.* A record, and at least one duplicate, of the proceedings of each meeting of holders will be prepared. One copy of the record of each meeting will be delivered to

*Securities, as the case may be).* Unless the unanimous consent of holders of debt securities of an affected series is required as specified below, with:

- ◆ the affirmative vote, in person or by proxy, of the holders of at least 66 2/3% of the aggregate principal amount of the outstanding debt securities of a series represented and voting at a duly called and held meeting or
- ◆ the written consent of the holders of at least 66 2/3% in aggregate principal amount of the outstanding debt securities of a series:

(i) Panama and the fiscal agent may modify, amend or supplement the terms of the debt securities of a series or, insofar as it affects the debt securities of that series, the fiscal agency agreement, in any way and (ii) holders of debt securities of a series may make, take or give any request, demand, authorization, direction, notice, consent, waiver or action provided by the fiscal agency agreement or the debt securities of such series to be made, given or taken by holders of debt securities of such series.

Panama and another to the fiscal agent to be preserved by the fiscal agent.

*Amendments. (The following description does not apply to any series of debt securities that has been designated Collective Action Securities or Aggregated Collective Action Securities. See “Collective Action Securities – Amendments and Waivers” or “Aggregated Collective Action Securities” below for a description of the corresponding terms of Collective Action Securities or Aggregated Collective Action*

The following actions may only be taken with the written consent or affirmative vote of the holder of each debt security of an affected series:

- ◆ changing the due date for the payment of the principal of, any installment of interest on, or premium (if any) on the debt securities of such series;
- ◆ reducing the principal amount of the debt securities of such series;
- ◆ reducing the portion of the principal amount which is payable in the event of an acceleration of the maturity of the debt securities of such series;

**Table of Contents**

- ◆ reducing the interest rate on the debt securities of such series;
- ◆ reducing the premium, if any, payable upon the redemption of any debt securities of such series;
- ◆ changing the currency in which any amount in respect of the debt securities of that series is payable;
- ◆ changing the required places at which any amount in respect of the debt securities of that series is payable;
- ◆ shortening the period during which Panama is not permitted to redeem the debt securities of that series;
- ◆ permitting Panama to redeem the debt securities of the affected series, if Panama is not otherwise permitted to redeem the debt securities of that series;
- ◆ reducing the proportion of the principal amount of the debt securities of that series that is required:
  - ? to modify, amend or supplement the fiscal agency agreement or the terms and conditions of the debt securities of that series, or
  - ? to make, take or give any request, demand, authorization, direction, notice, consent, waiver or other action; or
  - ? changing the obligation of Panama to pay additional amounts under the debt securities of that series.

supplement the fiscal agency agreement or the debt securities of any series for the purpose of:

- ◆ adding to the covenants of Panama;
- ◆ surrendering any right or power conferred upon Panama;
- ◆ securing the debt securities of that series pursuant to the requirements of the debt securities or otherwise;
- ◆ correcting any defective provision contained in the fiscal agency agreement or in the debt securities of that series; or
- ◆ amending the fiscal agency agreement or the debt securities of that series in any manner that Panama and the fiscal agent may determine and that does not adversely affect the interest of any holder of debt securities of that series.

Any modification, amendment or supplement approved in the manner described in this section shall be binding on all holders of debt securities of such series.

**Judgment Currency**

If a court renders a judgment in respect of amounts due to a holder of a debt security permitting Panama to pay such amounts in a currency (“judgment currency”) other than the currency in which the debt security was required to be paid by its terms (“debt security currency”), Panama and such holder are deemed to have agreed, to the fullest extent permitted under applicable law, that:

- ◆ the rate of exchange for determining the amount of such

Panama and the fiscal agent may, without the vote or

consent of any holder of debt securities of a series, modify, amend or

judgment shall be based on the rate at which such holder using normal banking procedures, could

[Table of Contents](#)

purchase the debt security currency with the judgment currency in the relevant principal financial center for the debt security currency, two business days preceding the date of such judgment; and

- ◆ if on the business day following the holder’s receipt of such payment in the judgment currency, such holder is not able, in accordance with normal banking procedures, to purchase with the judgment currency at least the amount of debt security currency that was due to such holder under the original terms of the debt security, Panama will indemnify such holder for the shortfall; if such holder is able to purchase with such judgment currency an amount of debt security currency greater than that to which such holder would have been entitled, and if all of Panama’s obligations to such holder under the debt securities are fully paid, such holder agrees to remit any excess to Panama.

**Tax Withholding; Payment of Additional Amounts**

All payments of principal and interest in respect of the debt securities of any series by Panama will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by Panama or any other jurisdiction from which or through which payment is made to holders of debt securities in respect of the debt securities, or any political subdivision or authority of or in Panama or such other jurisdiction, having power to tax (together, “Taxes”), unless such withholding or deduction is required by law. In that event, Panama shall pay such additional amounts

as will result in receipt by the holders of debt securities of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any debt security of any series:

- (a) to a holder where such holder is liable to pay such Taxes in respect of any debt security of such series by reason of such holder’s having some connection with Panama other than the mere holding of such debt security of such series or the receipt of principal and interest in respect thereof;
- (b) to a holder who is liable for such Taxes by reason of such holder’s failure to comply with any reasonable certification, identification or other reporting requirement concerning the nationality, residence, identity or connection with Panama, or any political subdivision or taxing authority of or in Panama, of such holder or the holder of any interest in such debt security of such series or rights in respect thereof, if compliance is required by Panama, or any political subdivision or taxing authority of or in Panama, as a precondition to exemption from such deduction or withholding; *provided, however*, that the limitations on Panama’s obligations to pay additional amounts shall not apply if such certification, identification or other reporting requirements would be materially more onerous, in form, in procedure or in substance of information disclosed by the relevant holders or beneficial owners than comparable information or other reporting requirements imposed by United States tax law, regulation or administrative practice; or
- (c) to a holder who is liable for such Taxes by reason of the failure of such holder to present such holder’s debt security for

[Table of Contents](#)

payment (where such presentation is required) within 30 calendar days after the date on which such payment thereof became due and payable or is duly provided for and notice thereof is given to the holder, whichever occurs later, except to the extent that such holder would have been entitled to

- ◆ to continue to act as depositary and Panama does not appoint a successor depositary within 90 days;
- ◆ at any time Panama decides it no longer wishes to have all or part of the debt securities represented by a global

additional amounts in respect of such Taxes on presenting such debt security for payment on any date within such 30 calendar days.

Any reference in this prospectus to “principal” and/or “interest” shall be deemed to include any additional amounts that may be payable under the debt securities.

**Global Securities**

The prospectus supplement that relates to your debt securities indicates whether any of the debt securities you purchase will be represented by a global security. The aggregate principal amount of any global security equals the sum of the principal amount of all the debt securities it represents. The global security will be registered in the name of the depositary identified in the prospectus supplement or its nominee, and will be deposited with the depositary, its nominee or a custodian.

*Limitations on Your Ability to Obtain Debt Securities Registered in Your Name.* The global security will not be registered in the name of any person other than the depositary or its nominee. Similarly, the global security will not be exchanged for debt securities that are registered in the name of any person other than the depositary or its nominee. An exception to these restrictions would be made only if:

- ◆ the depositary notifies Panama that it is unwilling, unable or no longer qualified

security; or

- ◆ an event of default has occurred and is continuing with respect to the series of debt securities represented by the global security.

In those circumstances, the depositary will determine in whose names to register any certificated (physical) debt securities issued in exchange for the global security. Unless otherwise specified in the prospectus supplement, these certificated (physical) debt securities will be issued:

- ◆ only in fully registered form;
- ◆ without interest coupons; and
- ◆ in denominations of U.S.\$1,000 and integral multiples of U.S.\$1,000.

The depositary or its nominee will be considered the sole owner and holder of the global security for all purposes. As a result:

- ◆ you cannot have debt securities registered in your name for so long as they are represented by the global security
- ◆ you cannot receive certificated (physical) debt securities in your name in exchange for your beneficial interest in the global security;
- ◆ you will not be considered to be the owner or holder of the global security or any debt securities represented by the global security for any purpose;

[Table of Contents](#)

- ◆ you cannot assert any right of a holder of the debt securities unless you are authorized by the depositary and the participant through which you hold your beneficial interest; and
- ◆ all payments on the global security will be made to the depositary or its nominee.

In some jurisdictions, certain types of purchasers (such as some insurance companies) are not permitted to own securities represented by a global security. These laws may limit your ability to sell or transfer your beneficial interest in the global security to these types of purchasers.

*Beneficial Interests in and Payments on Global Security.* Institutions that have accounts with the depositary or a nominee of the depositary, such as securities brokers

expected to credit the accounts of the owners of beneficial interests in the global security in amounts that correspond to the owners’ respective beneficial interests in the global security.

The depositary and its participants establish policies and procedures that govern payments, transfers, exchanges and other important matters that affect owners of beneficial interests in the global security. The depositary and its participants may change these policies and procedures from time to time. Panama has no responsibility or liability for the records of the depositary or its participants relating to the ownership of beneficial interests in the global security. Also, Panama is not responsible for maintaining, supervising or reviewing those records or payments. Panama has no responsibility or liability for any aspect of the relationship

and dealers, are called participants. Only participants, and persons who hold beneficial interests through participants, can own a beneficial interest in the global security. The depositary keeps records of the ownership and transfer of beneficial interests in the global security by its participants. In turn, participants keep records of the ownership and transfer of beneficial interests in the global security by other persons (such as their customers). No other records of the ownership and transfer of beneficial interests in the global security will be kept.

When the depositary receives payment of principal or any premium or interest on the global security, the depositary is expected to credit its participants' accounts in amounts that correspond to their respective beneficial interests in the global security. In turn, after the participants' accounts are credited, the participants are

between the depositary and its participants or for any aspects of the relationship between participants and owners of beneficial interests in the global security.

[Table of Contents](#)

**COLLECTIVE ACTION SECURITIES**

Panama may designate a particular series of debt securities to be "Collective Action Securities," the specific terms of which will be described in the prospectus supplement relating to such securities. Collective Action Securities will have the same terms and conditions as the securities described under the heading "Debt Securities" above, except that such Collective Action Securities shall contain different provisions relating to certain aspects of default, acceleration and voting on amendments, modifications, changes and waivers, as follows:

**Acceleration of Maturity**

If an event of default described under the heading "Debt Securities – Default" above occurs and is continuing with respect to any series of debt securities that have been designated Collective Action Securities, the holders of at least 25% of the aggregate principal amount of the outstanding debt securities of that series may, by notice to the fiscal agent, declare all the debt securities of that series to be due and payable immediately. Holders of less than 25% of the aggregate principal amount of the outstanding debt securities of that series may not, on their own, declare the debt securities of that series to be due and payable immediately. Holders of debt securities of that series may exercise these rights only by providing a written demand to Panama and the fiscal agent at a time when the event of default is continuing.

Upon any declaration of acceleration, the principal,

notice of the declaration, unless Panama has remedied the event or events of default prior to receiving the notice. The holders of 66 2/3% or more of the aggregate principal amount of the outstanding debt securities of that series may rescind a declaration of acceleration if the event or events of default giving rise to the declaration have been cured or waived.

**Amendments and Waivers**

Panama, the fiscal agent and the holders may generally modify or take actions with respect to the fiscal agency agreement or the terms of the debt securities of any series that have been designated Collective Action Securities with:

- ◆ the affirmative vote of the holders of not less than 66 2/3% in aggregate principal amount of the outstanding debt securities of that series that are represented at a duly called and held meeting; or
- ◆ the written consent of the holders of 66 2/3% in aggregate principal amount of the outstanding debt securities of that series.

However, the holders of not less than 75% in aggregate principal amount of the outstanding debt securities of that series, voting at a meeting or by written consent, must consent to any amendment, modification, change or waiver with respect to the debt securities of that series that would:

- ◆ change the due date for the payment of the principal of, or any installment of interest on, the debt securities of

interest and all other amounts payable on the debt securities of that series will be immediately due and payable on the date Panama receives written

that series;

- ◆ reduce the principal amount of the debt securities of that series;

[Table of Contents](#)

- ◆ reduce the portion of the principal amount that is payable in the event of an acceleration of the maturity of the debt securities of that series;
- ◆ reduce the interest rate or the premium payable upon early redemption of the debt securities of that series;
- ◆ change the currency in which any amount in respect of the debt securities of that series is payable or the place or places in which such payment is to be made;
- ◆ permit early redemption of the debt securities of that series or, if early redemption is already permitted, shorten the period during which Panama is not permitted to redeem the debt securities of that series;
- ◆ change Panama’s obligation to pay any additional amounts under the debt securities of that series;
- ◆ change the definition of “outstanding” with respect to the debt securities of that series;
- ◆ change the governing law provision of the debt securities of that series;
- ◆ change Panama’s appointment of an agent for the service of process or Panama’s agreement not to claim and to waive irrevocably immunity (sovereign or otherwise) in respect of any suit, action or proceeding arising out of or relating to the fiscal agency agreement or to the debt securities of that series;
- ◆ change the status of the debt securities of that series, as described under the heading “Debt Securities — Status of the Debt Securities” above;

- ◆ in connection with an offer to acquire all or any portion of the debt securities of that series, amend any event of default under the debt securities of that series; or
- ◆ reduce the proportion of the principal amount of the debt securities of that series that is required:
  - ? to modify, amend or supplement the fiscal agency agreement or the terms and conditions of the debt securities of that series; or
  - ? to make, take or give any request, demand, authorization, direction, notice, consent, waiver or other action.

Panama refers to the above subjects as “reserve matters.” A change to a reserve matter, including the payment terms of any series of debt securities that have been designated Collective Action Securities, can be made without your consent, as long as a supermajority of the holders (that is, the holders of at least 75% in aggregate principal amount of the outstanding debt securities) agrees to the change.

If both Panama and the fiscal agent agree, they may, without the vote or consent of any holder of debt securities of a series, modify, amend or supplement the fiscal agency agreement or the debt securities of any series for the purpose of:

- ◆ adding to the covenants of Panama;
- ◆ surrendering any right or power conferred upon Panama;
- ◆ securing the debt securities of that series pursuant to the requirements of the debt securities or otherwise;

[Table of Contents](#)

- ◆ curing any ambiguity or curing, correcting or supplementing any defective provision contained in the fiscal agency agreement or in the debt securities of that

**Further Issues of Debt Securities of a Series**

From time to time, without the consent of holders of the

series; or

- ◆ amending the fiscal agency agreement or the debt securities of that series in any manner which Panama and the fiscal agent may determine and that does not adversely affect the interest of any holder of debt securities of that series in any material respect.

Any modification, amendment or supplement approved in the manner described in this section shall be binding on all holders of debt securities of such series.

For purposes of determining whether the required percentage of holders of any series of debt securities that have been designated Collective Action Securities is present at a meeting of holders for quorum purposes or has approved any amendment, modification or change to, or waiver of, such debt securities or the fiscal agency agreement, or whether the required percentage of holders has delivered a notice of acceleration, debt securities owned, directly or indirectly, by or on behalf of Panama or any political subdivision or instrumentality of Panama will be disregarded and deemed not to be “outstanding.”

Except as specifically set forth in this prospectus, the other terms set forth under “Debt Securities – Meetings and Amendments”, including notice, quorum and other meeting and consent provisions, remain unchanged with respect to Collective Action Securities.

debt securities of any series that have been designated Collective Action Securities, and subject to the required approvals under Panamanian law, Panama may create and issue additional debt securities with the same terms and conditions as those of the debt securities of that series (or the same except for the amount of the first interest payment and the issue price), *provided* that such additional debt securities do not have, for purposes of U.S. federal income taxation (regardless of whether any holders of such debt securities are subject to the U.S. federal tax laws), a greater amount of original issue discount than the debt securities of that series have as of the date of issuance of such additional debt securities. Panama may also consolidate the additional debt securities to form a single series with the outstanding debt securities of that series.

**AGGREGATED COLLECTIVE ACTION SECURITIES**

Panama may designate a particular series of debt securities to be “Aggregated Collective Action Securities,” (as distinguished from Collective Action Securities) the specific terms of which will be described in the prospectus supplement relating to such securities. Aggregated Collective Action Securities will have the same terms and conditions as the securities described under the heading “Debt Securities” above, except that such Aggregated Collective Action Securities shall contain different provisions relating to certain aspects of calling and holding of meetings, default, acceleration and voting on

[Table of Contents](#)

amendments, modifications, changes and waivers, as follows:

**Acceleration of Maturity**

If an event of default described under the heading “Debt Securities – Default” above occurs and is continuing with respect to any series of debt securities that have been designated Aggregated Collective Action Securities, the holders of at least 25% of the aggregate principal amount of the outstanding debt securities of that series may, by notice to the fiscal agent, declare all the debt securities of that series to be due and payable immediately. Holders of less than 25% of the aggregate principal amount of the outstanding debt securities of that series may not, on their own, declare the debt securities of that series to be due and payable immediately. Holders of debt securities of that series may exercise these rights only by providing a written demand to Panama and the fiscal agent at a time when the event of default is continuing.

**Meetings**

*General.* A meeting of holders of debt securities of any series may be called at any time:

- ◆ to make, give or take any request, demand, authorization, direction, notice, consent, modification or other action provided for in the fiscal agency agreement or the debt securities of that series; or
- ◆ to modify, amend or supplement the terms of the debt securities of that series or the fiscal agency agreement.

Panama may at any time call a meeting of holders of debt securities of a series for any purpose described above. This meeting would be held at the time and place determined by Panama. If an event of default occurs and Panama or the holders of at least 10% of the aggregate principal amount of the outstanding debt securities of a series request (in writing) the fiscal agent to call a meeting, the fiscal agent will call such a meeting.

Upon any declaration of acceleration, the principal, interest and all other amounts payable on the debt securities of that series will be immediately due and payable on the date Panama receives written notice of the declaration, unless Panama has remedied the event or events of default prior to receiving the notice. The holders of 50% or more of the aggregate principal amount of the outstanding debt securities of that series may rescind a declaration of acceleration if the event or events of default giving rise to the declaration have been cured or waived.

For the purpose of this prospectus, “outstanding” debt securities do not include:

- ◆ debt securities cancelled by or delivered for cancellation to the fiscal agent;
- ◆ debt securities held for reissuance but not reissued by the fiscal agent;
- ◆ debt securities called for redemption;

[Table of Contents](#)

- ◆ debt securities which have become due and payable and for which sufficient funds to pay amounts owed under these debt securities have been paid or provided for; or
- ◆ debt securities of a series that have been substituted with another series of debt securities.

*Notice.* The notice of a meeting will set forth the time and place of the meeting and in general terms the action proposed to be taken at the meeting. This notice shall be given as provided in the terms of the debt securities. In addition, this notice shall be given between 30 and 60 days before the meeting date; however, in the case of any meeting to be reconvened after adjournment, this notice shall be given between 10 and 60 days before the meeting date.

*Regulations.* The fiscal agent may make reasonable and customary regulations as it deems advisable for any meeting with respect to:

- ◆ the proof of the holding of debt securities of a series;
- ◆ the appointment of proxies in respect of holder of debt securities of a series;
- ◆ the record date for determining the owners of debt securities of a series;
- ◆ the adjournment and chairmanship of such meeting;
- ◆ the appointment and duties of inspectors of votes, certificates and other evidence of the right to vote; and
- ◆ other matters concerning the conduct of the meeting that the fiscal agent deems appropriate.

*Chairman.* The fiscal agent will appoint a temporary chairman of the meeting by an instrument in writing. If Panama or the holders of the debt securities of a series called the meeting, however, then Panama or the holders calling the meeting, as the case may be, will appoint a temporary chairman by an instrument in writing.

A permanent chairman and a permanent secretary of the meeting shall be elected by the vote of the persons entitled to vote a majority of the principal amount of the outstanding debt securities of the series represented and voting at the meeting. The chairman of the meeting shall have no right to vote, except as a holder of debt securities of that series or proxy. To be entitled to vote at a meeting of holders of Securities of a Series, a person shall be a holder of Outstanding Securities of such Series, or, in the case of registered Securities of such Series, a person duly appointed by an instrument in writing as a proxy for such holder. If a meeting is adjourned, such meeting may be adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such meeting. Notice of reconvening of any adjourned meeting shall be given as provided in the fiscal agency agreement, except that such notice need be given only once.

*Record.* A record, and at least one duplicate, of the proceedings of each meeting of holders will be prepared. One copy of the record of each meeting will be delivered to Panama and another to the fiscal agent to be preserved by the fiscal agent.

**Amendments and Waivers**

Panama, the fiscal agent and the holders may generally modify or take

[Table of Contents](#)

actions with respect to the fiscal agency agreement or the terms of the debt securities of any series that have been designated Aggregated Collective Action Securities with:

- ◆ the affirmative vote of the holders of more than 50% in aggregate principal amount of the outstanding debt securities of that series that are represented at a duly called and held meeting; or
- ◆ the written consent of the holders of more than 50% in aggregate principal amount of the outstanding debt securities of that series.

However, the holders may approve, by vote or consent through one of three modification methods, any proposed modification by Panama that would do any of the following:

- ◆ change the due date for the payment of the principal of (or premium, if any), or any installment of interest on, the debt securities of that series;
- ◆ reduce the principal amount of the debt securities of that series;
- ◆ reduce the portion of the principal amount that is payable in the event of an acceleration of the maturity of the debt securities of that series;
- ◆ reduce the interest rate or the premium payable upon early redemption of the debt securities of that series;
- ◆ change the currency in which any amount in respect of the debt securities of that series is payable or the place or places in which such payment is to be made;

- ◆ permit early redemption of the debt securities of that series or, if early redemption is already permitted, shorten the period during which Panama is not permitted to redeem the debt securities of that series;
- ◆ change Panama’s obligation to pay any additional amounts under the debt securities of that series;
- ◆ change the definition of “outstanding”, “uniformly applicable”, “reserve matter” or “reserve matter modification” with respect to the debt securities of that series;
- ◆ change the governing law provision of the debt securities of that series;
- ◆ change Panama’s appointment of an agent for the service of process or Panama’s agreement not to claim and to waive irrevocably immunity (sovereign or otherwise) in respect of any suit, action or proceeding arising out of or relating to the fiscal agency agreement or to the debt securities of that series;
- ◆ change the status of the debt securities of that series, as described under the heading “Debt Securities — Status of the Debt Securities” above;
- ◆ change the method used to calculate any amount payable on the securities of that series (other than in accordance with the express terms of the securities of that series and the fiscal agency agreement);
- ◆ change the identity of the obligor under the securities of that series; or

[Table of Contents](#)

- ◆ reduce the proportion of the principal amount of the debt securities of that series that is required:
  - ? to modify, amend or supplement the fiscal agency agreement or the terms and conditions of the debt securities of that series; or
  - ? to make, take or give any request, demand, authorization, direction, notice, consent, waiver or other action.

principal amount of the outstanding debt securities of all of the series affected by the proposed modification, taken in the aggregate, *and* the holders of more than 50% of the aggregate principal amount of the outstanding debt securities of each series affected by the modification, taken individually.

With respect to any such proposed modification that would affect the outstanding debt securities of two or more series, it is understood that any such modification that does not meet the “uniformly applicable” requirements must be

Panama refers to the above subjects as “reserve matters.” A change to a reserve matter, including the payment terms of the debt securities, can be made without your consent, as long as the change is approved, pursuant to one of the three following modification methods, by vote or consent by:

- ◆ the holders of more than 75% of the aggregate principal amount of the outstanding debt securities of a series affected by the proposed modification;
- ◆ where such proposed modification would affect the outstanding debt securities of two or more series, the holders of more than 75% of the aggregate principal amount of the outstanding debt securities of all of the series affected by the proposed modification, taken in the aggregate, if certain “uniformly applicable” requirements are met; or
- ◆ where such proposed modification would affect the outstanding debt securities of two or more series, whether or not the “uniformly applicable” requirements are met, the holders of more than 66 2/3% of the aggregate

effected pursuant to the third bullet above and such modification that is “uniformly applicable” may be effected pursuant to either the second or third bullet, at Panama’s option.

“Uniformly applicable,” as referred to above, means a modification by which holders of debt securities of any series affected by that modification are invited to exchange, convert or substitute their debt securities on the same terms for (x) the same new instruments or other consideration or (y) new instruments or other consideration from an identical menu of instruments or other consideration. It is understood that a modification will not be considered to be uniformly applicable if each exchanging, converting or substituting holder of debt securities of any series affected by that modification is not offered the same amount of consideration per amount of principal, the same amount of consideration per amount of interest accrued but unpaid and the same amount of consideration per amount of past due interest, respectively, as that offered to each other exchanging, converting or substituting holder of debt securities of any series affected by that modification (or, where a menu of instruments or other

[Table of Contents](#)

consideration is offered, each exchanging, converting or substituting holder of debt securities of any series affected by that modification is not offered the same amount of consideration per amount of principal, the same amount of consideration per amount of interest accrued but unpaid and the same amount of consideration per amount of past due interest, respectively, as that offered to each other exchanging, converting or substituting holder of debt securities of any series affected by that modification electing the same option under such menu of instruments).

Panama may select, in its discretion, any modification method for a reserve matter modification in accordance with the indenture and to designate which series of debt securities will be included for approval in the aggregate of modifications affecting two or more series of debt securities. Any selection of a modification method or designation of series to be included will be final for the purpose of that vote or consent solicitation.

Before soliciting any consent or vote of any holder of debt securities for any change to a reserve matter, Panama will provide the following information to the fiscal agent for distribution to the holders of debt securities of any series that would be affected by the proposed modification:

assistance with multilateral and/or other major creditors or creditor groups and/or an agreement with any such creditors regarding debt relief, (x) a description of any such arrangement or agreement and (y) where permitted under the information disclosure policies of the multilateral or other creditors, as applicable, a copy of the arrangement or agreement;

- ◆ a description of Panama’s proposed treatment of external debt instruments that are not affected by the proposed modification and its intentions with respect to any other major creditor groups; and
- ◆ if Panama is then seeking any reserve matter modification affecting any other series of debt securities, a description of that proposed modification.

For purposes of determining whether the required percentage of holders of global bonds has approved any amendment, modification or change to, or waiver of, the global bonds or the fiscal agency agreement, or whether the required percentage of holders has delivered a notice of acceleration of the global bonds, global bonds owned, directly or indirectly, by Panama or any public sector instrumentality of Panama will be disregarded and deemed

- ◆ a description of Panama’s economic and financial circumstances that are in Panama’s opinion relevant to the request for the proposed modification, a description of Panama’s existing debts and a description of its broad policy reform program and provisional macroeconomic outlook;
- ◆ if Panama shall at the time have entered into an arrangement for financial

not to be “outstanding”, except that in determining whether the fiscal agent shall be protected in relying upon any amendment, modification, change or waiver, or any notice from holders, only global bonds that the fiscal agent knows to be so owned shall be so disregarded. As used in this paragraph, “public sector instrumentality” means any department, ministry or agency of the national government of Panama, any political subdivision of Panama, or any

[Table of Contents](#)

corporation, trust, financial institution or other entity owned or controlled by the national government of Panama or any of the foregoing, and “control” means the power, directly or indirectly, through the ownership of voting securities or other ownership interests, by contract or otherwise, to direct the management of or elect or appoint a majority of the board of directors or other persons performing similar functions in lieu of, or in addition to, the board of directors of a corporation, trust, financial institution or other entity.

If both Panama and the fiscal agent agree, they may, without the vote or consent of any holder of debt securities of a series, modify, amend or supplement the fiscal agency agreement or the debt securities of any series for the purpose of:

- ◆ adding to the covenants of Panama;
- ◆ surrendering any right or power conferred upon Panama;
- ◆ securing the debt securities of that series pursuant to the requirements of the debt securities or otherwise;
- ◆ curing any ambiguity or curing, correcting or supplementing any defective provision contained in the fiscal agency agreement or in the debt securities of that series; or
- ◆ amending the fiscal agency agreement or the debt securities of that series in any manner which Panama and the fiscal agent may determine and which does not adversely affect the interest of any holder of debt securities of that series in any material respect.

Any modification, amendment or supplement approved in the manner

described in this section shall be binding on the holders of debt securities of such series.

Except as specifically set forth in this prospectus, the other terms set forth under “Debt Securities – Meetings and Amendments”, including notice, quorum and other meeting and consent provisions, remain unchanged with respect to Aggregated Collective Action Securities.

**Further Issues of Debt Securities of a Series**

From time to time, without the consent of holders of the debt securities of any series that have been designated Aggregated Collective Action Securities, and subject to the required approvals under Panamanian law, Panama may create and issue additional debt securities with the same terms and conditions as those of the debt securities of that series (or the same except for the amount of the first interest payment and the issue price), *provided* that such additional debt securities do not have, for purposes of U.S. federal income taxation (regardless of whether any holders of such debt securities are subject to the U.S. federal tax laws), a greater amount of original issue discount than the debt securities of that series have as of the date of issuance of such additional debt securities. Panama may also consolidate the additional debt securities to form a single series with the outstanding debt securities of that series.

**WARRANTS**

Panama may issue warrants or other similar securities, either separately or together with debt securities, that would entitle the holder to purchase debt securities or obligate Panama to repurchase or exchange debt securities. If Panama issues

[Table of Contents](#)

any warrants, each issue of warrants will be issued under a warrant agreement between Panama and a bank or trust company, as warrant agent. The terms of any warrant agreement related to the issue of warrants and the specific terms of the issue of warrants will be described in the prospectus supplement that relates to your particular warrants. The prospectus supplement that relates to your particular warrants or other similar securities will describe the following terms:

- ◆ the terms listed under the heading “Debt Securities” above as they relate to the particular debt securities you have the right to purchase if you exercise your warrants;
- ◆ the amount of debt securities each warrant entitles you to purchase if you exercise your warrants and the purchase price of those debt securities;
- ◆ the amount and type of debt securities that you may obligate Panama to purchase or exchange if you exercise your warrants or other securities and the purchase price for those debt securities;
- ◆ the procedures you must follow and the conditions you must satisfy to exercise your warrants or other securities;
- ◆ the dates on which your right to exercise your warrants or other securities begins and expires;
- ◆ the conditions, if any, under which Panama may cancel or terminate your warrants or other securities;
- ◆ whether and when your warrants or other securities and any debt securities issued together with your warrants or other securities may be sold or transferred separately;

- ◆ whether the certificates that represent the warrants or other securities will be issued in registered or bearer form, whether they will be exchangeable as between such forms and, if issued in registered form, whether the warrants or other securities can be transferred and registered;
- ◆ any special United States federal income tax considerations applicable to the issuance of your warrants or other securities; and
- ◆ any other terms of such warrants or other securities.

**GOVERNING LAW**

The fiscal agency agreement, any warrant agreement, the debt securities and any warrants will be governed by and interpreted in accordance with the laws of the State of New York, without regard to any conflicts of laws principles that would require the application of the laws of a jurisdiction other than the State of New York; *provided, however*, that the laws of Panama will govern all matters concerning authorization and execution of all agreements and securities by Panama. With respect to any Aggregated Collective Action debt securities, notwithstanding any reserve matter modification, the provisions of the fiscal agency agreement relating to certain aspects of calling and holding of meetings and voting on amendments, modifications, changes and waivers related to such Aggregated Collective Action Securities shall in all cases be governed by and construed in accordance with the laws of the State of New York.

[Table of Contents](#)

**JURISDICTION AND ENFORCEMENT**

Panama is a foreign sovereign state. Consequently, your ability to sue Panama may be limited. Panama will irrevocably submit to the non-exclusive jurisdiction of any New York State or federal court in New York City in any related proceeding (*i.e.*, any suit, action or proceeding

waivers shall have the fullest scope permitted under the Foreign Sovereign Immunities Act of 1976 of the United States.

Notwithstanding the foregoing, the execution on or attachment of revenues, assets and property of Panama located in Panama through the Panamanian courts, both prior

arising out of or relating to the debt securities or the warrants or other similar securities) and Panama will irrevocably agree that all claims in respect of any related proceeding may be heard and determined in such New York State or federal court.

Panama will appoint and will agree to maintain the person acting as or discharging the function of Consul General of the Republic of Panama in New York City as its process agent to receive, on behalf of Panama and its property, service of copies of the summons and complaint and any other process which may be served in any related proceedings. The address of the office of the process agent is:

1212 Avenue of the Americas  
20th Floor  
New York, New York 10036

Panama will irrevocably waive, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any related proceeding and any objection to any related proceeding on the grounds of venue, residence or domicile.

To the extent that Panama has or may acquire any immunity from jurisdiction of the courts or from any legal process in the courts, Panama will irrevocably agree not to claim and will irrevocably waive any immunity in respect of any related proceeding. Panama will agree that these

to and post-judgment, shall be subject to the provisions of Articles 1047, 1048, 1650 (#14) and 1939 of the Judicial Code of the Republic of Panama. Under articles 1047 and 1048, the State will be notified through the Ministry of Economy and Finance of a money judgment against it, for its payment. If within a year the judgment has not been satisfied, the court will request, through the President of the Supreme Court, that the President of the Republic make the necessary arrangements to comply with the judgment. If three years have elapsed since the date of the judgment without payment, at the request of the judgment creditor and during the next month following such request, the court will order BNP to transfer to the court’s account the amount owed to the judgment creditor. Pursuant to article 1650 the assets of the State cannot be attached. Finally, among the protections afforded to the State in civil proceedings, the State cannot be required to pay court costs and attorneys’ fees and also cannot be subject to prejudgment measures, except regarding evidentiary matters.

Moreover, Panama has not consented to service or waived sovereign immunity with respect to actions brought against it under United States federal securities laws or any State securities laws. In the absence of a waiver of immunity by Panama with respect to these actions, it would not be possible to obtain a judgment in such an action brought against Panama in a court in

[Table of Contents](#)

the United States unless the court were to determine that Panama is not entitled under the Foreign Sovereign Immunities Act to sovereign immunity with respect to such action. Further, even if a United States judgment could be obtained in such an action, it may not be possible to enforce in Panama a judgment based on such a United States judgment. Execution upon property of Panama located in the United States to enforce a United States judgment may not be possible except under the limited circumstances specified in the Foreign Sovereign Immunities Act.

**PLAN OF DISTRIBUTION**

Panama or the selling securityholder may sell any combination of the debt securities and/or warrants or other similar securities in any of the following ways:

- ◆ through underwriters or dealers;
- ◆ directly by Panama or the selling securityholder to one

position or resell a portion of the block as principal in order to facilitate the transaction;

- ◆ purchases by a broker-dealer as principal and resale by the broker-dealer for its own account;
- ◆ ordinary brokerage transactions and transactions in which a broker solicits purchasers; and
- ◆ privately negotiated transactions.

In addition, the selling securityholder also may sell its debt securities and/or warrants in accordance with Rule 144 or other exemptions available under the United States Securities Act of 1933, rather than under this prospectus.

Each prospectus supplement will set forth:

- ◆ the name or names of any underwriters or agents;

or more purchasers through a specific bidding or auction process or otherwise;

- ◆ through agents;
- ◆ through a combination of any such methods of sale; or
- ◆ through any other methods described in a prospectus supplement.

In addition, the manner in which Panama may sell some or all of the debt securities and/or warrants covered by this prospectus and the manner in which the selling securityholder may sell its debt securities and/or warrants, include through:

- ◆ a block trade in which a broker-dealer will attempt to sell as agent but may

- ◆ the purchase price of the securities of that series;
- ◆ the net proceeds to Panama from the sale of the securities;
- ◆ any underwriting discounts, agent commissions or other items constituting underwriters' or agents' compensation;
- ◆ any initial public offering price;
- ◆ any discounts or concessions allowed or reallocated or paid to dealers; and
- ◆ any securities exchanges on which the securities may be listed.

[Table of Contents](#)

The securities may be sold from time to time in distinct series by different means at different prices that are negotiated and fixed or that vary based on market prices.

If underwriters are used in the sale of securities, the underwriters will acquire these securities for their own account and may resell them from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices to be determined at the time of sale. Panama or the selling securityholder may offer the securities to the public either through underwriting syndicates represented by managing underwriters or directly by underwriters. Unless otherwise set forth in the applicable prospectus supplement, the obligations of the underwriters to purchase the securities will be subject to certain conditions precedent and the underwriters will be obligated to purchase all such securities if any are purchased. The underwriters may change any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers.

Panama or the selling securityholder may also sell securities of any series directly to the public or through agents designated by Panama or the selling securityholder from time to time. Unless otherwise specified in the applicable prospectus supplement, an agent used in the sale of securities will sell the securities on a reasonable best efforts basis for the period of its appointment. To the extent required, the prospectus supplement will describe the terms of any such sales, including the terms of any bidding or auction process, if used.

securities pursuant to this prospectus and any applicable prospectus supplement.

Panama or the selling securityholder may authorize agents, underwriters or dealers to solicit offers by certain specified entities to purchase the securities from Panama under "delayed delivery" contracts. Purchasers of securities under delayed delivery contracts will pay the public offering price plus accrued interest, if any, and will take delivery of these securities on a date or dates stated in the applicable prospectus supplement. Delayed delivery contracts will be subject only to those conditions set forth in the applicable prospectus supplement. The applicable prospectus supplement will set forth the commission payable for solicitation of these delayed delivery contracts.

Panama may offer the securities of any series to present holders of other securities of Panama as consideration for the purchase or exchange by Panama of other securities. This offer may be in connection with a publicly announced tender, exchange or other offer for these securities or in privately negotiated transactions. This offering may be in addition to or in lieu of sales of securities directly or through underwriters or agents as set forth in the applicable prospectus supplement.

Panama or the selling securityholder may agree to indemnify agents and underwriters against certain liabilities, including liabilities under the United States Securities Act of 1933, or to contribute to payments which the agents or underwriters may be required to make in respect of any of

FINRA guidelines prescribe the maximum compensation to any underwriters or agents in connection with the sale of any

these liabilities. Agents and underwriters may engage in transactions with or perform services for Panama or the selling

[Table of Contents](#)

securityholder in the ordinary course of business.

**SELLING SECURITYHOLDER**

The Savings Fund Trust is a trust formed under the laws of the Republic of Panama, and was created pursuant to Law No. 38 of June 5, 2012 (as published in the Official Gazette on June 6, 2012), as amended, and Executive Decree 1068 of September 6, 2012, to establish a long-term saving mechanism for the country in order to provide a stabilization mechanism in emergency circumstances and in the event of an economic slowdown and to reduce the need to finance such events with debt instruments. The Ministry of Economy and Finance acts as settlor for the Savings Fund and *Banco Nacional de Panamá* acts as its trustee.

Since January 1, 2015, the selling securityholder may acquire debt securities of the Republic of Panama in the secondary market.

**VALIDITY OF THE SECURITIES**

The validity of the debt securities and warrants or other similar securities will be passed upon for Panama by the *Procurador de la Administración* of Panama, or by a duly authorized attorney of the *Procuraduría de la Administración* and by Arnold & Porter Kaye Scholer LLP, United States counsel to Panama, and for the underwriters, if any, by United States counsel and Panamanian counsel to the underwriters named in the applicable prospectus supplement.

As to all matters of Panamanian law, Arnold & Porter Kaye Scholer LLP may rely on the opinion of the *Procurador de la*

*Administración* or a duly authorized attorney of the *Procuraduría de la Administración*. As to all matters of United States law, the *Procurador de la Administración* or a duly authorized attorney of the *Procuraduría de la Administración* may rely on the opinion of Arnold & Porter Kaye Scholer LLP. Certain statements with respect to matters of Panamanian law in this prospectus have been passed upon by the *Procurador de la Administración* or a duly authorized attorney of the *Procuraduría de la Administración*, and are made upon the authority of such person.

**OFFICIAL STATEMENTS**

Information included in this prospectus which is identified as being derived from a publication of, or supplied by, Panama or one of its agencies or instrumentalities is included on the authority of that publication as a public official document of Panama. All other information in this prospectus and the registration statement (of which this prospectus is a part) is included as a public official statement made on the authority of Héctor E. Alexander H., the Minister of Economy and Finance of the Republic of Panama.

**AUTHORIZED REPRESENTATIVE**

The authorized representative of Panama in the United States of America is the Ambassador of Panama to the United States of America, whose address is:

Embassy of Panama  
2862 McGill Terrace, N.W.  
Washington, D.C. 20008

**GLOSSARY**

“FINRA” means the Financial Industry Regulatory Authority, Inc.

[Table of Contents](#)

“Indebtedness” means any payment obligation (whether pursuant to a guarantee or otherwise), including any contingent liability, for borrowed money or arising from bonds, debentures, notes or similar instruments.

“Lien” means any lien, pledge, mortgage, security interest, deed of trust, charge or other encumbrance or preferential arrangement which has the practical effect of constituting a security interest with respect to the payment of any obligations with or from revenues or the proceeds of any asset of any kind whether in effect on the date the fiscal agency agreement becomes effective or at any time thereafter.

“Mixed Companies” means the following companies or their successors: AES Panamá, S.A.; Bahía Las Minas Corp.; Cable & Wireless Panamá, S.A.; Elektra Noreste, S.A.; Empresa de Distribución Eléctrica Chiriquí, S.A.; Empresa de Distribución Eléctrica Metro-Oeste, S.A.; Enel Fortuna, S.A.; Energía y Servicios de Panamá, S.A.; Panamá Ports Company, S.A. and Petroterminal de Panamá, S.A.

“Public External Indebtedness” means any Public Indebtedness which is not issued pursuant to agreements or evidenced by instruments that submit the resolution of all disputes arising thereunder to the exclusive jurisdiction of the courts of Panama.

“Public Indebtedness” means any Indebtedness of, or guaranteed by, Panama which:

- ◆ is publicly offered or privately placed in securities markets;

- ◆ is in the form of, or represented by, bonds, notes or other securities or any guarantees thereof;
- ◆ is, or was intended at the time of issue to be, quoted, listed or traded on any stock exchange, automated trading system or over-the-counter or other securities market (including, without prejudice to the generality of the foregoing, securities eligible for sale pursuant to Rule 144A under the United States Securities Act of 1933 (or any successor law or regulation of similar effect)); and
- ◆ has an original maturity of more than one year or is combined with a commitment so that the original maturity of one year or less may be extended at the option of Panama to a period in excess of one year.

[Table of Contents](#)

**THE ISSUER**

**The Republic of Panama**  
Ministerio de Economía y Finanzas  
Dirección de Financiamiento Público  
Vía España y Calle 52  
Edificio Ogawa, Piso 4  
Panama, Republic of Panama  
+ 507 507 7000

**FISCAL AGENT, PAYING AGENT AND TRANSFER AGENT**

**The Bank of New York Mellon**  
240 Greenwich Street, 7th Floor  
New York, New York 10286  
United States

**LUXEMBOURG PAYING AGENT**

**The Bank of New York Mellon S.A./N.V., Luxembourg Branch**  
Vertigo Building-Polaris 2-4 rue Eugène Ruppert L-2453

Luxembourg Luxembourg

**LEGAL ADVISORS**

**Arnold & Porter**  
250 West 55th Street  
New York, New York 10019  
United States

**Sullivan & Cromwell LLP**  
125 Broad Street  
New York, New York 10004  
United States

*To Panama, as to Panamanian law:*

*To the Underwriters, as to  
Panamanian law:*

**Dr. Rigoberto González Montenegro**  
Procurador de la Administración  
Apartado Postal 10288, Zona 4  
Panama, Republic of Panama

**Arias, Fábrega & Fábrega**  
ARIFA Building, 10th Floor, West Boulevard  
Santa Maria Business District  
Panama, Republic of Panama

**LUXEMBOURG LISTING AGENT**  
**The Bank of New York**  
**Mellon S.A./N.V., Luxembourg Branch**  
Vertigo Building-Polaris  
2-4 rue Eugène Ruppert  
L-2453 Luxembourg  
Luxembourg