



Comptroller of the Currency
Administrator of National Banks

Southeastern District
Marquis One Tower, Suite 600
245 Peachtree Center Avenue, NE
Atlanta, Georgia 30303

January 8, 1998

Mr. Joseph P. O'Neill
Commissioner of Financial Institutions
Government of Puerto Rico
Centro Europa, Bldg. 1492
Ponce de Leon Avenue, Suite 600
San Juan, Puerto Rico 00907-4127

Dear Mr. O'Neill:

Thank you for your letter dated December 15, 1997, and the enclosed Information Sharing Agreements. Per your instructions, we have executed both copies of the Agreements, and are enclosing one copy, with an original signature, for your files. Incidentally, it was a pleasure working with Ms. Margie Rivera recently and I look forward to further business dealings with members of your office.

If you have any questions, please do not hesitate to contact me at (404) 588-4520.

Very truly yours,

Javier A. Maymir
Senior Attorney

bcc: Chron File (Ma, mir)
Chron File (Legal)

AGREEMENT ON SHARING OF CONFIDENTIAL SUPERVISORY INFORMATION

The Commissioner of Financial Institutions, Government of Puerto Rico, and the Comptroller of the Currency, Southeastern District, Atlanta, Georgia, hereby agree (Agreement) to exchange confidential supervisory information, including Reports of Examination, relating to depository institutions which are related to an organization for which the Requesting Agency has supervisory jurisdiction or which has submitted an application to the Requesting Agency. Under this Agreement, either the federal or state agency may request information as the Requesting Agency subject to the conditions, obligations, and responsibilities of this Agreement. In submitting a request, the Requesting Agency shall provide a specific description of the information desired or its need for the information. The Responding Agency will make all reasonable efforts to reply to the request within twenty (20) working days of its receipt.

The Requesting Agency specifically agrees to be bound by the same standards of confidentiality and other limitations and conditions respecting the use of any such data received from the Responding Agency as specified in the Joint Statement of Policy on Interagency Exchange of Supervisory Information dated August 23, 1984, between the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Home Loan Bank Board, and the Federal Deposit Insurance Corporation.

The Requesting Agency expressly agrees further to limit its use of any such information it receives under this Agreement to functions directly related to the exercise of its appropriate supervisory authority. The Responding Agency may deny a request in whole or part if it determines, following consultation with the Requesting Agency, that the requested information or part thereof is not necessary to functions related to the appropriate supervisory authority of the Requesting Agency.

The Requesting Agency also hereby agrees that no further disclosure of any information obtained from the Responding Agency under this Agreement shall be made to any other state, local or federal agency, court or legislative body, or any other agency, instrumentality, entity, or person without the express written permission of the Responding Agency.

By this Agreement, the Requesting Agency gives express assurance that under the applicable laws, regulations, and judicial rulings it has the authority to comply fully with the use and redisclosure limitations and conditions of this Agreement; that it will provide written notification to the Responding Agency within ten days of any material change to this authority or any violation of this Agreement; and that any such change or violation shall automatically terminate this Agreement unless the Responding Agency waives termination in writing within thirty days of learning of the event constituting the change or violation.

In the event of termination of this Agreement, all information received hereunder by the R requesting Agency shall be immediately returned to the Responding Agency with the express agreement that no copies or derivative information will be retained by the Requesting Agency. In addition, and without terminating the Agreement, the Responding Agency may, in its sole discretion, require the return of all documents and derivative information previously supplied on a particular depository institution.

Federal Agency
Comptroller of the Currency
Southeastern District
Atlanta, Georgia

State Agency
Commissioner of Financial Institutions
Government of Puerto Rico

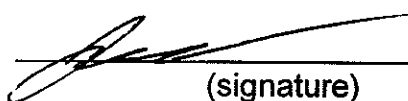
Archie L. Bransford, Jr.
(name)

Joseph P. O'Neill
(name)

Deputy Comptroller
(title)

Commissioner
(title)

Archie L. Bransford Jr.
(signature)


(signature)

January 6, 1998
(date)

December 15, 1997
(date)