

UNITED STATES OF AMERICA
 BEFORE THE
 BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
 WASHINGTON, D.C.

)	
Written Agreement By and Among)	
)	
BANCO UNION, S.A.C.A.)	00-014-WA/RB-FB
Caracas, Venezuela)	00-014-WA/RB-FA1
)	00-014-WA/RB-FA2
BANCO UNION, S.A.C.A.)	
Miami Agency, Miami, Florida)	
)	
BANCO UNION, S.A.C.A.)	
New York Agency, New York, New York)	
)	
FEDERAL RESERVE BANK OF ATLANTA)	
Atlanta, Georgia)	
)	
FEDERAL RESERVE BANK OF NEW YORK)	
New York, New York)	
)	
NEW YORK STATE BANKING DEPARTMENT)	
New York, New York)	
)	
and)	
)	
STATE OF FLORIDA)	
Department of Banking and Finance)	
Tallahassee, Florida)	
)	

WHEREAS, in recognition of the common goals of the Federal Reserve Bank of Atlanta, the Federal Reserve Bank of New York (collectively, the "Reserve Banks"), the New York State Banking Department, and the State of Florida Department of Banking and Finance (collectively, the "Banking Departments") (Reserve Banks and Banking Departments collectively, the "Supervisory Agencies") and Banco Union, S.A.C.A., Caracas, Venezuela ("Banco"), and Banco's agencies in Miami (the "Miami Agency") and in New York (collectively, the "Agencies"), to improve the oversight and monitoring of related party transactions, Banco and the Agencies have agreed to enter into this Written Agreement (the "Agreement") with the Supervisory Agencies.

WHEREAS, on August, 10th, 2000, the Board of Directors of Banco, at a duly constituted meeting, adopted a resolution:

(1) authorizing and directing Ignacio Salvatierra, Executive President, to enter into this Agreement on behalf of Banco and the Agencies and consenting to compliance by the Board of Directors of Banco and Banco's institution-affiliated parties with each and every provision of this Agreement;

(2) waiving any and all rights that Banco or the Agencies may have pursuant to 12 U.S.C. 1818: to a hearing for the purpose of taking evidence on any matters set forth in this Agreement; to judicial review of this Agreement; and to challenge or contest, in any manner, the basis, issuance, validity, terms, effectiveness or enforceability of this Agreement or any provision hereof.

NOW, THEREFORE, the Supervisory Agencies and Banco and the Agencies agree as follows:

Restricted Transactions

1. The Agencies shall not, directly or indirectly, engage, undertake or, in any manner, participate in any financial transactions with Banco, or with any related party, subsidiary, affiliate, or institution-affiliated party of Banco, without the prior review of the Supervisory Agencies. The Agencies shall determine for each of their existing customers, as well as all new customers, the customer's relationship, if any, with Banco, or with any related party, subsidiary, affiliate, or institution-affiliated party of Banco. In addition, the Agencies shall maintain an up-to-date list of all customers that have an association of any nature with Banco, or with any related party, subsidiary, affiliate, or institution-affiliated party of Banco. For purposes of this Agreement, the terms:

(a) "Financial transaction" shall include, but is not limited to: (i) the payment of any service or management fee; (ii) the transfer, contribution, purchase or sale of any asset; (iii) the extension of credit, including any overdrafts on a daylight as well as overnight basis; (iv) the direct or indirect payment, guarantee, or confirmation of any obligation; and (v) the placement of any deposit; and shall not include international payment, collections and other transfers of funds that are transacted on a fully-collected basis in U.S. dollars, whether or not such a transaction involves Banco or any of its related parties, subsidiaries, affiliates, or institution-affiliated parties.

(b) “Extension of credit” shall be defined as set forth in section 215.3 of Regulation O of the Board of Governors of the Federal Reserve System (the “Board of Governors”) (12 C.F.R. 215.3).

(c) “Related Party” shall include, but is not limited to: (i) any person holding an ownership interest in excess of 25 percent of Banco or any of Banco’s subsidiaries or associated companies operating in Venezuela and elsewhere; and (ii) any person, or group of persons acting in concert, that controls, is controlled by, or is under common control with Banco, but shall not include the Republic of Venezuela or any agencies or instrumentalities thereof.

(d) “Control” shall be defined as the power, directly or indirectly, to: (i) vote 25 percent or more of the voting shares of a company; (ii) elect a majority of the directors of a company; or (iii) as determined by the Supervisory Agencies, otherwise exercise a controlling influence over the management and policies of a company.

(e) “Person” shall mean a corporation, unincorporated association, partnership, trust, or any other entity or individual.

(f) “Affiliate” shall be defined as set forth in 12 U.S.C. 371c(b)(1).

(g) “Institution-affiliated party” shall be defined as set forth in sections 3(u) and 8(b)(3) and (4) of the Federal Deposit Insurance Act, as amended (the “FDI Act”) (12 U.S.C. 1813(u) and 1818(b) (3) and (4)).

Forensic Audit

2. (a) Banco shall engage a qualified independent public accountant acceptable to the Supervisory Agencies to conduct a complete forensic audit of all related party transactions undertaken since August 13, 1998, to include those transactions specifically criticized during the latest examination of the Miami Agency. Banco shall submit a written report detailing the findings of the forensic audit within 60 days of this Agreement.

(b) Within 10 days of this Agreement, but prior to the commencement of the forensic audit, Banco shall submit to the Supervisory Agencies for approval an engagement letter that delineates the scope of the forensic audit. In addition, the engagement letter shall acknowledge that the independent public accountant shall have access to all documents and records necessary to conduct the audit and that all information including, but not limited to, work papers, programs and procedures related to the audit shall be provided to the Supervisory Agencies by the independent public accountant upon request.

Miscellaneous

3. All communications regarding this Agreement shall be sent to:
 - (a) Ms. Suzanna J. Costello
Vice President
Federal Reserve Bank of Atlanta
104 Marietta Street, N.W.
Atlanta, Georgia 30303
 - (b) Mr. Christopher J. McCurdy
Senior Vice President
Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045
 - (c) Mr. Alex Hager, Director
State of Florida
Department of Banking and Finance
101 East Gaines Street, Suite 624F
Tallahassee, Florida 32399
 - (d) Mr. Robert H. McCormick
Deputy Superintendent of Banks
New York State Banking Department
2 Rector Street
New York, NY 10006
 - (e) Mr. Ignacio Salvatierra
Executive President
Banco Union, S.A.C.A.
Torre Grupo Union, Piso 21
Avenida Universidad, Esquina El Chorro
Caracas, Venezuela
 - (f) Mr. Jose Carrillo
Regional Vice President
Banco Union, S.A.C.A.
1000 Brickell Avenue, 11th Floor
Miami, Florida 33131

4. The provisions of this Agreement shall be binding on Banco, the Agencies and each of their institution-affiliated parties in their capacities as such, and their successors and assigns.

5. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended by the Supervisory Agencies.

6. Notwithstanding any provision of this Agreement to the contrary, the Supervisory Agencies may, in their sole discretion, grant written extensions of time to the Banco and the Agencies to comply with any provision of this Agreement.

7. The provisions of this Agreement shall not bar, estop or otherwise prevent the Board of Governors, Reserve Banks, Banking Departments, or any federal or state agency or department from taking any other action affecting the Banco, the Agencies or any of their current or former institution-affiliated parties.

8. This Agreement is a "written agreement" for the purposes of, and is enforceable by the Board of Governors as an order issued under, section 8 of the FDI Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 12th day of August 2000.

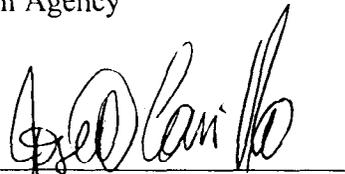
Banco Union, S.A.C.A.
Caracas, Venezuela

By: 
Mr. Ignacio Salvatierra
Executive President

Federal Reserve Bank of Atlanta
Atlanta, Georgia

By: _____
Ms. Suzanna J. Costello
Vice President

Banco Union, S.A.C.A.
Miami Agency

By: 
Mr. Jose Carrillo
Regional Vice President

Federal Reserve Bank of New York
New York, New York

By: _____
Mr. Robert A. O'Sullivan
Senior Vice President

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Banco Union, S.A.C.A.
Caracas, Venezuela

Federal Reserve Bank of Atlanta
Atlanta, Georgia

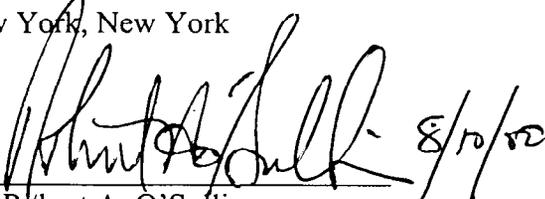
By: _____
Mr. Ignacio Salvatierra
Executive President

By: _____
Ms. Suzanna J. Costello
Vice President

Banco Union, S.A.C.A
Miami Agency

Federal Reserve Bank of New York
New York, New York

By: _____
Mr. Jose Carrillo
Regional Vice President

By:  8/10/00
Mr. Robert A. O'Sullivan
Senior Vice President

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Banco Union, S.A.C.A.
Caracas, Venezuela

Federal Reserve Bank of Atlanta
Atlanta, Georgia

By: _____
Mr. Ignacio Salvatierra
Executive President

By: 
Ms. Suzanne J. Costello
Vice President

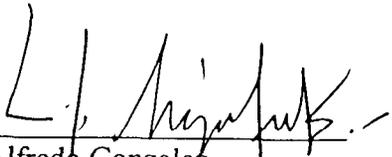
Banco Union, S.A.C.A.
Miami Agency

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New York, New York

By: _____
Mr. Jose Carrillo
Regional Vice President

By: _____
Mr. Robert A. O'Sullivan
Senior Vice President

Banco Union, S.A.C.A.
New York Agency

By: 
Mr. Alfredo Gonzalez
General Manager
+
08-09-00

State of Florida
Department of Banking & Finance
Tallahassee, Florida

By: _____
Mr. Alex Hager
Director

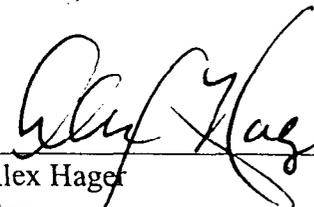
New York State Banking Department
New York, New York

By: 
Mr. Robert H. McCormick
Deputy Superintendent of Bank

Banco Union, S.A.C.A.
New York Agency

By: _____
Mr. Alfredo Gonzalez
General Manager

State of Florida
Department of Banking & Finance
Tallahassee, Florida

By:  _____
Mr. Alex Hager
Director

New York State Banking Department
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By: _____
Mr. Robert H. McCormick
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