MODIFIED AGREEMENT BY AND AMONG Homeowners Loan Corp., Atlanta, Georgia The Laredo National Bank, Laredo, Texas and

The Office of the Comptroller of the Currency

On or about August 16, 2006, Homeowners Loan Corp., Atlanta, GA ("HLC"), The Laredo National Bank, Laredo, TX ("Bank"), and the Office of the Comptroller of the Currency mutually agreed to modify the Agreement among the parties that is dated November 3, 2005 ("November 3, 2005 Agreement").

The November 3, 2005 Agreement is being modified and superseded by this Modified Agreement because HLC has ceased originating new loans and is winding up its business, and, therefore, many of the provisions of the November 3, 2005 Agreement are no longer applicable.

HLC and the Comptroller seek to ensure that HLC will continue to protect the interests of customers of HLC and, toward that end, wish HLC and the Bank to continue to operate in accordance with all applicable laws, rules and regulation, and in accordance with this Modified Agreement.

ARTICLE I

JURISDICTION

(1) This Modified Agreement shall be construed to be a "written agreement entered into with the agency" within the meaning of 12 U.S.C. § 1818(b)(1) and replaces the Agreement by and among HLC, the Bank, and the Comptroller dated November 3, 2005 ("November 3, 2005 Agreement").

- (2) This Modified Agreement shall be construed to be a "written agreement between such depository institution and such agency" within the meaning of 12 U.S.C. § 1818(e)(1) and 12 U.S.C. § 1818(i)(2).
- (3) This Modified Agreement shall be construed to be a "formal written agreement" within the meaning of 12 C.F.R. § 5.51(c)(6)(ii). See 12 U.S.C. § 1831i.
- (4) This Modified Agreement shall be construed to be a "written agreement" within the meaning of 12 U.S.C. § 1818(u)(1)(A).
- (5) All reports or plans which HLC, the HLC Board, the Bank or the Bank Board has agreed to submit to the Assistant Deputy Comptroller pursuant to this Modified Agreement shall be forwarded to the:

Assistant Deputy Comptroller for Midsize Banks Office of the Comptroller of the Currency One Financial Place Suite 2700 440 South LaSalle Street Chicago, IL 60605

ARTICLE II

COMPLIANCE COMMITTEE AND QUARTERLY PROGRESS REPORTING

(1) The Bank's Compliance Committee shall continue to consist of at least five (5) directors, of which no more than two (2) shall be employees of the Bank or any of its affiliates (as the term "affiliate" is defined in 12 U.S.C. § 371c(b)(1)), or a family member of any such person. The existing committee received OCC non-objection in a

letter dated December 19, 2005. Upon any changes to the membership of the committee, the names of the members of the Compliance Committee shall be submitted in writing to the Assistant Deputy Comptroller for supervisory non-objection. The Compliance Committee shall be responsible for monitoring and coordinating the Bank's and HLC's adherence to the provisions of this Modified Agreement.

- (2) The Compliance Committee shall meet at least monthly.
- (3) On a quarterly basis, the Compliance Committee shall submit a written progress report to the Boards setting forth in detail:
 - (a) actions taken since the prior report (if any) to comply with eachArticle of this Modified Agreement;
 - (b) the results of those actions; and
 - (c) a description of the actions needed and the anticipated time frame to achieve full compliance with each Article of this Modified Agreement.
- (4) Within thirty (30) days after the end of each calendar quarter, the Bank Board shall submit quarterly progress reports to the Assistant Deputy Comptroller. These progress reports shall include the Compliance Committee's report to the Boards for the applicable quarter, with any additional comments by the Boards.

ARTICLE III

CONSUMER COMPLIANCE POGRAM

- (1) The Bank and HLC Boards shall ensure that HLC has the processes, personnel, and control systems to ensure continued adherence to the written programs submitted to the Assistant Deputy Comptroller on January 23, 2006 pursuant to Article IV of the November 3, 2005 Agreement insofar as the programs are applicable given the winding-up of the operations of HLC.
- (2) Prior to beginning to originate loans (or restart its lending operations) if HLC should ever decide to do so, HLC shall develop a written consumer compliance program to ensure adherence to all applicable consumer protection laws. At least sixty (60) days prior to beginning to originate loans or restarting its lending operations, HLC shall provide the OCC with a copy of the written consumer compliance program and shall not begin to originate loans or restart its lending operations without receiving a determination of prior supervisory non-objection from the OCC to the consumer compliance program.

ARTICLE IV

REIMBURSEMENT AND RESERVE

(1) HLC shall reimburse all borrowers who, between January 1, 2003 and the effective date of the November 3, 2005 Agreement, applied for a loan in response to a "pre-approved" direct mail solicitation, paid appraisal fees out-of-pocket, but then had their loan application denied. The amount of reimbursement payable by HLC to all borrowers described in this paragraph shall be the amount of the appraisal fee, plus five

percent (5%) interest per annum from the date of the borrower's loan application to the date the reimbursement is made to the borrower.

- (2) HLC shall also make reimbursement to all eligible borrowers, as defined in and required by this paragraph.
 - (a) For the purposes of this paragraph, "eligible borrower" shall mean all HLC borrowers who received a loan from HLC between January 1, 2003 and the effective date of the November 3, 2005 Agreement and whose cost was higher than represented to the borrower on the Good Faith Estimate ("GFE") because:
 - (i) loan origination fees at closing were higher than the amount disclosed on the GFE provided to the borrower and for which there is no documentation in the loan file that the increase resulted from a borrower-requested change in loan terms, decrease in the value of the loan collateral, or a materially negative change to the customer's credit qualification; and/or
 - (ii) the interest rate was higher than the rate disclosed on or derived from the principal and interest payment disclosed on the GFE and for which there is no documentation in the loan file that the increase resulted from a borrower—requested change in loan terms, decrease in the value of the loan collateral, a materially negative change to the

customer's credit qualification, or an increase in an applicable underlying index.

- (b) In order to determine whether the borrower's cost increased, HLC shall calculate the net increase in cost to the borrower resulting from changes in the interest rate (determined through the loan payment amount disclosed on the GFE) and/or loan origination fee on the GFE.
 - (i) If the origination fee increased and there was no change in the interest rate, the net increase in cost shall be the amount of the origination fee increase.
 - (ii) If both the origination fee and interest rate were higher than disclosed on the GFE, the net increase in cost shall be the increase in the loan origination fee plus the increase in interest payments incurred by the borrower for the lesser of the fixed rate period of an adjustable rate mortgage

 ("ARM"), three (3) years, or the period of time from the origination date of the loan to the time it was refinanced.
 - (iii) If the interest rate was higher than disclosed on the GFE and the origination fee was lower than disclosed on the GFE; or conversely, the interest rate was lower than disclosed on the GFE and the origination fee was higher than disclosed on the GFE, any net increase in cost shall be

the sum of the change in interest payments for the lesser of the fixed rate period of an ARM, three (3) years, or the period of time from the origination date of the loan to the time it was refinanced and the change in loan origination fees.

- loans wherein the borrower's net cost increased by greater than

 0.3% of the original loan amount and shall be made in accordance
 with this paragraph. HLC shall develop a methodology for
 determining the amount of reimbursement to be paid to each
 borrower. HLC shall submit this methodology to the Assistant

 Deputy Comptroller for prior supervisory non-objection.

 Reimbursement shall be in an amount to compensate the borrower
 for the increase in the net cost and shall include interest on the
 amount of the net cost increase from the date the loan was
 originated to the date reimbursement is made to the borrower.
- (3) HLC shall also perform an analysis of all loans originated to borrowers between March 25, 2003 and the effective date of the November 3, 2005 Agreement wherein the loan proceeds were used to payoff loans subsidized by a governmental, non-profit, community development, or other similar organization and shall make reimbursement in accordance with the practices of this paragraph. As a part of this assessment, HLC shall develop a methodology to determine whether borrowers who refinanced subsidized mortgages with HLC received a tangible economic benefit from

the HLC loan relative to the refinanced loan. HLC shall submit this methodology to the Assistant Deputy Comptroller for prior supervisory non-objection. In cases in which the borrower did not receive a tangible economic benefit, reimbursement shall be in an amount to compensate the borrower for the increased cost associated with the HLC loan and shall include reimbursement of all fees, costs, and benefits that were lost as a result of the refinancing of the loan with HLC. HLC shall pay interest on the reimbursement amount at the same rate as the rate on the borrower's loan from the date the loan was originated to the date of reimbursement.

- (4) HLC shall also make reimbursement to all borrowers who, between March 25, 2003 and the effective date of the November 3, 2005 Agreement, received loans but, based on the documentation in the loan file, the borrowers' creditworthiness was not adequately considered by HLC. HLC shall develop a plan that sets forth the criteria and procedures HLC will use to review its loan files to determine, which, if any, borrowers were harmed by HLC's failure to adequately consider creditworthiness based on the documentation in the loan file, and submit this plan to the Assistant Deputy Comptroller for prior supervisory non-objection. Reimbursement shall be in an amount that will compensate the borrower for the harm, if any, caused by HLC's failure to adequately consider creditworthiness based on the documentation in the loan file. HLC shall pay interest on the reimbursement amount at the same rate as the rate on the borrower's loan from the date the loan was originated to the date of reimbursement.
- (5) If a borrower is eligible for reimbursement pursuant to more than one of Paragraphs (2) through (4) of this Article, then HLC shall make reimbursement to that borrower in an amount that will make them whole.

(6) HLC shall continue to maintain a reserve or deposit in a segregated deposit account at the Bank in an original amount not less than fourteen million dollars (\$14,000,000) as a reserve for the reimbursement required by this Article. Within ninety (90) days of receiving the OCC's approval of the Reimbursement Plan required by Paragraph (2) of Article V, HLC shall also reserve or deposit into the segregated deposit account such additional amounts as are necessary to fund fully the reimbursement required by this Article.

ARTICLE V

REIMBURSEMENT—METHOD OF PAYMENT

- (1) The Bank and HLC Boards shall cause HLC to make the reimbursement required by Article IV of this Modified Agreement in conformity with this Article.
- (2) Within thirty (30) days of the effective date of this Modified Agreement, the Bank shall cause HLC to finalize a plan for making reimbursement as required by Article IV ("Reimbursement Plan") to which the Assistant Deputy Comptroller provides, or has provided, his prior supervisory non-objection. The Reimbursement Plan shall include the following:
 - (a) a description of the methods to be used and time necessary to compile the information in the Payment List described in
 Paragraph (4) of this Article, including the formulas used to determine the amount of reimbursement to be made;

- (b) samples of all correspondence and envelopes to be sent to borrowers for the purposes of address confirmation, payment transmittal, or any other purpose related to the provisions of Article IV and this Article;
- (c) a description of the proposed procedures, in conformity with the provisions of this Article, for:
 - (i) making and tracking reimbursement payments, including the procedures for handling undeliverable and non-negotiated reimbursement checks;
 - (ii) handling address correction notices, including responses to the address confirmation letters and address correction notices from USPS; and
 - (iii) a written legal analysis of the applicability of states' escheat laws to any and all amounts of the reimbursement due to borrowers under this Modified Agreement but remaining unpaid to the borrower, the borrower's estate or the borrower's heirs one hundred (100) days after the payment checks are mailed ("Excess Funds").
- (3) Any changes to or deviations from the approved Reimbursement Plan shall be submitted in writing to the Assistant Deputy Comptroller for prior supervisory review and non-objection.

- (4) Within ninety (90) days of receiving the Assistant Deputy Comptroller's supervisory non-objection to the Reimbursement Plan required by Paragraph (2) of this Article, HLC shall provide to the Consultant described in Article VI a list of borrowers eligible to receive reimbursement pursuant to this Agreement under all four reimbursement provisions ("Payment List"), which shall include for each borrower:
 - (a) the name and address;
 - (b) the HLC loan number; and
 - (c) the amount of the reimbursement owed to borrower discussed in Paragraphs (1) through (4) of Article IV, as determined under the Reimbursement Plan.
- eligible borrowers should be updated through a standard address search using vendors licensed by the U.S. Postal Service's ("USPS") National Change of Address System ("NCOA"). If HLC is unable to obtain an address through the NCOA, then HLC shall attempt to obtain the borrower's address by using a free online name search website and if use of such web site does not result in an address for such borrower then HLC shall use a paid online skip tracing service to obtain the borrower's address. If HLC is unable to obtain an address through both of these search methods, then the borrower's address on the Payment List should be designated "Subject to Confirmation."
- (6) Within forty-five (45) days of HLC's receipt of the report required under Article VI, Paragraph 2 hereof, HLC shall mail address confirmation letters to borrowers

on the Payment List whose address is designated "Subject to Confirmation" (see Appendix A for the model letter). When HLC receives a completed Settlement Address Confirmation Form from a borrower or an address correction notice for USPS, HLC shall remove the designation "Subject to Confirmation" from the borrower's address and shall mail to the borrower a check or letters, as appropriate pursuant to Paragraph (8) of this Article. Each borrower will have forty-five (45) days from the date of the address confirmation letter to confirm his or her address. HLC will not be obligated to make payments to borrowers who respond more than forty-five (45) days after the date of the address confirmation letter.

- (7) Within forty-five (45) days of HLC's receipt of the report required under Article VI, Paragraph 2 hereof, HLC shall, in conformity with the approved Reimbursement Plan:
 - (a) for all borrowers on the Payment List other than those designated as "Subject to Confirmation" (whose payments are governed by Paragraph (6) above):
 - (i) produce reimbursement payment checks.
 - (ii) mail, or cause to be mailed, reimbursement checks to all eligible borrowers with a payment transmittal letter (see Appendix B to the November 3, 2005 Agreement for model letter).

- (8) All mailings shall be sent by USPS first-class mail, address correction service requested. The envelope shall contain no materials other than those specified in this Article.
- (9) The Bank and HLC shall not use, sell, share, or otherwise disclose any information about a borrower that the Bank or HLC receives in response to the address confirmation letter, for any marketing or debt collection purpose.
- (10) The face of each reimbursement check shall clearly and conspicuously state "VOID IF NOT NEGOTIATED WITHIN 90 DAYS." For the purposes of this paragraph only, "clearly and conspicuously" shall mean in a size (at least 10 point) and style of typeface that is easily readable.
- (11) If HLC has information that the borrower is deceased, HLC shall make reasonable efforts to deliver the payment check in a timely fashion to the borrower's estate or heirs, as appropriate.
 - (12) One hundred (100) days after the payment checks are mailed, HLC shall:
 - (a) void all undeliverable checks and checks that have not been negotiated, and
 - (b) update the Payment List to reflect, for each eligible borrower,
 - (i) the reimbursement check number;
 - (ii) the amount of the reimbursement check;
 - (iii) the date the reimbursement check was mailed;

- (iv) the date on which the check was negotiated or the date on which the check was returned;
- (v) the date on which any check was re-mailed, if applicable;
- (vi) the date on which any address confirmation letter was mailed;
- (vii) the date on which any address correction notice was received;
- (viii) the difference between the amount of reimbursement due as determined under Article III and the amount of reimbursement paid, which should equal the amount of any voided checks.
- (c) The Bank is not obligated by or as a result of this Modified

 Agreement to make any Payment to a borrower whose check has been voided pursuant to this Article.
- (13) The total of the amounts of "Remaining Amount Due" across all borrowers on the Payment List should equal the total amount of Excess Funds.
- (14) If the written legal analysis of the escheat law determines that such Excess Funds are payable to the borrowers' respective states, then, within seven (7) days of voiding all undeliverable checks, HLC shall retain those funds as required by applicable

state laws. If the analysis determines that such Excess Funds are not payable to the borrowers' respective states, then, HLC or the Bank may retain those funds.

- (15) Within fourteen (14) days of voiding all undeliverable checks, HLC shall provide to the Audit Department or Consultant described in Article VI a summary report, including the following:
 - (a) the Payment List updated in conformity with Paragraph (12) of this Article; and
 - (b) documentation of HLC's disposition of Excess Funds.

ARTICLE VI

REIMBURSEMENT—MONITORING

- (1) HLC shall continue to use the services of an external consultant (firm or individual) ("Consultant") to monitor the compliance by the Bank and HLC with Articles IV and V. Prior to any change in the employment of a Consultant, the name and qualifications of the Consultant considered for employment shall be submitted to the Assistant Deputy Comptroller, who shall have the power of veto over the retention of the proposed Consultant. However, failure to exercise such veto power shall not constitute approval or endorsement of the Consultant.
- (2) HLC shall require, as part of the engagement, that the Consultant provide a report that evaluates HLC's compliance with Paragraphs (4) and (5) of Article V of this Agreement according to the Reimbursement Plan to which the Assistant Deputy

Comptroller has provided his supervisory non-objection. The Consultant shall validate that HLC accurately determined which borrowers shall receive reimbursement and that the amount of reimbursement conforms to the requirements of this Agreement. The Consultant shall provide this report to the Assistant Deputy Comptroller within twenty-one (21) days after the Consultant receives the Payment List from HLC pursuant to Paragraph (4) of Article V.

- (3) HLC shall continue to use the services of Banco Bilbao Vizcaya
 Argentaria's Audit Department ("Audit Department") or the Consultant to monitor the
 compliance by the Bank and HLC with Article V.
- (4) HLC shall require, as part of the engagement of the Audit Department or Consultant, that the Audit Department or Consultant provide a report that evaluates HLC's compliance with Paragraphs (6) through (15) of Article V according to the Reimbursement Plan to which the Assistant Deputy Comptroller has provided his supervisory non-objection, including certification of the disposition of any Excess Funds in conformity with Paragraph (15) of Article V. The Consultant shall provide this report to the Assistant Deputy Comptroller within a reasonable time after receiving the updated Payment List from HLC pursuant to Paragraph (12) of Article V.
- (5) The Bank and HLC shall make available to the Consultant and the Audit Department, if engaged, all records, reports, and other information necessary, in the judgment of the Consultant and under the direction of the Assistant Deputy Comptroller, to accomplish a full and complete evaluation of HLC's compliance with all provisions of this Modified Agreement that require reimbursement payments.

(6) HLC and the Bank shall be responsible for all expenses associated with the requirements of this Article, including, but not limited to, all professional fees to the Consultant.

ARTICLE VII

ADMINISTRATIVE APPEALS AND EXTENSIONS OF TIME

- (1) If the Bank Board or the HLC Board determines that an exception to any provision of this Modified Agreement is in the best interests of HLC or the Bank, or requires an extension of any timeframe within this Modified Agreement, the Board shall submit a written request to the Assistant Deputy Comptroller requesting for relief.
- (2) Any written requests submitted pursuant to this Article that require the Assistant Deputy Comptroller to exempt HLC or the Bank from any provision or that require an extension of any timeframe within this Modified Agreement shall include a statement setting forth in detail the special circumstances that prevent HLC or the Bank from complying with any provision. All such requests shall be accompanied by relevant supporting documentation.
- (3) The Assistant Deputy Comptroller's decision on any request submitted pursuant to this Article is final and not subject to further review.

ARTICLE VIII

CLOSING

- (1) Although the Boards have agreed to submit certain programs and reports to the Assistant Deputy Comptroller for review or prior determination of no supervisory objection, the Bank Board has the ultimate responsibility for proper and sound management of HLC and the Bank.
- (2) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States of America to undertake any action affecting HLC or the Bank, nothing in this Modified Agreement shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.
- (3) Any time limitations imposed by this Modified Agreement shall begin to run from the effective date of this Agreement. Such time requirements may be extended in writing by the Assistant Deputy Comptroller for good cause upon written application by the Bank Board.
- (4) The provisions of this Modified Agreement shall be effective upon execution by the parties hereto and its provisions shall continue in full force and effect unless or until such provisions are amended in writing by mutual consent of the parties to the Modified Agreement or excepted, waived, or terminated in writing by the Comptroller.

- (5) In each instance in this Modified Agreement in which the Bank Board and HLC Board are required to ensure adherence to, and undertake to perform certain obligations of HLC and the Bank, it is intended to mean that the Boards shall:
 - (a) authorize and adopt such actions on behalf of HLC and the Bank as may be necessary for HLC and the Bank to perform its obligations and undertakings under the terms of this Modified Agreement;
 - (b) require the timely reporting by Bank and HLC management of such actions directed by the Boards to be taken under the terms of this Modified Agreement;
 - (c) follow-up on any non-compliance with such actions in a timely and appropriate manner; and
 - (d) require corrective action be taken in a timely manner of any noncompliance with such actions.
- (6) Nothing in this Modified Agreement is, or is intended to constitute any finding or conclusion as to any action taken by HLC or the Bank. By entering into this Modified Agreement, HLC and the Bank do not admit or deny any fact, finding, conclusion, issue of law, or violation of law; nor shall compliance with this Modified Agreement constitute or be construed as an admission or denial by HLC or the Bank as to any fact, finding, conclusion, issue of law, or violation of law. The Modified Agreement by HLC or the Bank to institute a practice pursuant to this Modified Agreement does not Constitute an admission or denial that HLC's or the Bank's practice was otherwise prior

to the date of the Modified Agreement. Payments under the Modified Agreement are made to compensate borrowers and do not constitute, and shall not be construed as forfeitures, fines or penalties, or payments in lieu thereof.

(7) This Modified Agreement is intended to be, and shall be construed to be, a supervisory "written agreement entered into with the agency" as contemplated by 12 U.S.C. § 1818(b)(1), and expressly does not form, and may not be construed to form, a contract binding on the OCC or the United States. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by HLC or the Bank under its supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. HLC and the Bank expressly acknowledge that HLC, the Bank and the OCC do not have any intention to enter into a contract. HLC and the Bank also expressly acknowledge that no OCC officer or employee has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities. The terms of this Modified Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller,

has hereunto set her hand on behalf of the Comptroller.

/s/ Cynthia J. Wilson for	_August 16, 2006	
Jennifer C. Kelly	Date	
Deputy Comptroller		
Midsize and Credit Card Bank		
Supervision		

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting

Board of Directors of the Bank, have hereunto set their hands on behalf of the Bank.

/s/ Gary G. Jacobs, Chairman	8-4-06
Gary G. Jacobs, Chairman	Date
/s/ Manuel Sanchez Rodríguez	6/21/2006
Manuel Sanchez Rodríguez	Date
/-/ I: Manife Canada Manan Dillaran	07/25/2006
/s/ José María García Meyer-Döhner José María García Meyer-Döhner	07/25/2006 Date
Jose Maria Garcia Meyer-Donner	Date
/s/ Raul Santoro	6/20/06
Raul Santoro	Date
/s/ Joaquín Gortari	08/03/06
Joaquín Gortari	Date
1	
/s/ Peter Paulsen	6/20/06
Peter Paulsen	Date
/s/ P.R. Arguindegui, Jr.	6/20/06
P.R. Arguindegui, Jr.	Date
T.R. Higamaegai, vi.	Date
/s/ Joaquín G. Cigarroa, Jr. MD	6/20/06
Dr. Joaquín G. Cigarroa, Jr.	Date
/s/ Evan J. Quiros	June 20 '06
Evan J. Quiros	Date
Evan v. Quiros	Date
/s/ J.C. Martin, III	6/20/06
J.C. Martin, III	Date
/s/ H.E. Sames, III	7/4/06
H.E. Sames, III	Date
/s/ Diana T. Garcia	
Diana T. Garcia	Date
/s/ David W. Killam	6/20/06
David W. Killam	Date
/s/ José Adan Treviño	6/20/06
José Adan Treviño	Date

/s/ Luis Lidsky	6/20/06
Luis Lidsky Lis Lidsky	Date
•	
/s/ J.C. Treviño, Jr.	6/20/06
J.C. Treviño, Jr.	Date
/s/ Renato Zapata, Jr.	6/20/06
Renato Zapata, Jr.	Date
/s/ Ramón Diez Barroso	6/20/06
Ramón Diez Barroso	Date
Evan J. Quiros	Date
Ike Epstein	Date
ike Epstein	Date
/s/ Frederico C. Zuñiga	7/13/06
Frederico C. Zuñiga	Date
George J. Person	Date
	2.00
Humberto Pina	Date
/s/ Gerardo Garcia	
Gerardo Garcia	Date
Carroll E. Summers, Jr.	Date
James D. Walker	Date
John Weston	Date
Joini Weston	Date
F. H. Whitehead	Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting

Board of Directors of HLC, have hereunto set their hands on behalf of HLC.

/s/ Raul Santoro	6/20/06
Raul Santoro, Chairman	Date
/s/ Antonio Renilla	6/20/06
Antonio Renilla	Date
Jaime Azcoiti	Date
Agustín Berasaluce	Date
/s/ Peter Paulsen	6/20/06
Peter Paulsen	Date