

8. Submission of this Proof of Claim and Release does not ensure that you will share in the Net Settlement Fund. Distributions from the Net Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan of Allocation, which is subject to the Court's approval, is included in the Notice.
9. If you have questions concerning the Proof of Claim and Release, or need additional copies of the Proof of Claim and Release or Notice, you may contact the Claims Administrator, Heffler, Radetich & Saitta LLP, at the above address or by toll-free phone at 888-665-1124 or you can e-mail your inquiries through or download the documents from the Claims Administrator's internet web site, www.hrsclaimadministration.com.
10. If you are a Class Member and you do not, or someone acting on your behalf does not, submit a timely request for exclusion from the Class, and if the Court approves the settlements, you will be bound by the terms of any judgments that the Court enters. You will be bound by the judgments whether or not you submit a Proof of Claim and Release. Each judgment enjoins the filing or continued prosecution of Settled Claims. Each judgment also releases the Settled Claims against the Released Parties, including those that are subject to pending lawsuits or arbitrations.
11. You are required to submit genuine and sufficient documentation for all your transactions in R&G publicly traded securities during the Class Period of January 21, 2003 through and including November 2, 2007. Documentation may be photocopies of stockbrokers' confirmation slips or stockbrokers' monthly statements (reflecting your opening and closing balances for the months specified on the actual claim form, and in which transactions during the Class Period occurred). IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL STOCK CERTIFICATES.
12. The date of covering a "short sale" is deemed to be the date of purchase of the R&G security. The date of a "short sale" is deemed to be the date of sale of the R&G security. However, please note that "short sales" are not covered by the Plan of Allocation and the Recognized Loss will be zero.
13. R&G securities "transferred into," "delivered into" or "received into" the Claimant's account will NOT be considered purchases of R&G securities unless Claimant submits documents supporting that the original purchase of the R&G securities occurred during the Class Period. Also, R&G securities purchased and subsequently "transferred out" or "delivered out" of Claimant's account will NOT be considered part of Claimant's claim, as the right to file for those R&G securities belongs to the person/entity receiving the R&G securities.
14. All joint purchasers must each sign this Proof of Claim and Release.
15. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim and Release on behalf of persons represented by them and they must:
- (a) expressly state the capacity in which they are acting;
 - (b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the R&G securities; and
 - (c) furnish herewith evidence of their authority to bind the person or entity on whose behalf they are acting to the Proof of Claim and Release. (Authority to complete and sign a Proof of Claim and Release cannot be established by stockbrokers only demonstrating that they have discretionary authority to trade stock in another's accounts.)
16. By submitting a signed Proof of Claim and Release, you will be swearing that you:
- (a) own(ed) the R&G securities you have listed in the Proof of Claim and Release; or
 - (b) are expressly authorized to act on behalf of the owner thereof.
17. By submitting a signed Proof of Claim and Release, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

COMMON STOCK

PART II: OPENING POSITION AS OF CLOSE OF TRADING ON JANUARY 20, 2003

A. Indicate the number of shares of R&G common stock the Claimant owned at the close of business on January 20, 2003. If none, write "zero" or "0". If other than zero, be sure to attach the required documentation. _____

PART III: PURCHASES

B. List all purchases of R&G common stock made during the period January 21, 2003 through and including February 1, 2008. (NOTE: If you acquired your R&G common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.) Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month / Day / Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price*
□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
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State the total number of R&G common stock purchased during the period between January 21, 2003 and February 1, 2008: _____

_____ *excluding commissions, transfer taxes or other fees

PART IV: SALES

C. List all sales of R&G common stock made during the period January 21, 2003 through and including February 1, 2008. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month / Day / Year)	Number of Shares Sold	Sales Price Per Share	Total Sales Price*
□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
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State the total number of R&G common stock sold during the period between January 21, 2003 and February 1, 2008: _____

_____ *excluding commissions, transfer taxes or other fees

PART V: POSITION AS OF CLOSE OF TRADING ON FEBRUARY 1, 2008

D. Indicate the number of shares of R&G common stock the Claimant owned at the close of business on February 1, 2008. Be sure to attach the required documentation. _____

YOU MUST READ THE FOLLOWING RELEASE AND SIGN ON PAGE 8.

NONCUMULATIVE PERPETUAL MONTHLY INCOME PREFERRED STOCK — SERIES A, B, C OR D

PART VI: OPENING POSITION AS OF CLOSE OF TRADING ON JANUARY 20, 2003

A. Indicate the number of shares of R&G Noncumulative Perpetual Monthly Income Preferred Stock — Series A, B, C or D (“Preferred Shares”) the Claimant owned at the close of business on January 20, 2003. If none, write “zero” or “0”. If other than zero, be sure to attach the required documentation. _____

PART VII: PURCHASES

B. List all purchases of R&G Preferred Shares made during the period January 21, 2003 through and including February 1, 2008. (NOTE: If you acquired your R&G Preferred Shares during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.) Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month / Day / Year)	Type of Preferred Shares (A, B, C or D)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price*
□□/□□/□□	□	□□□□□□□□	\$ □□□.□□□□□□	\$ □□□□□□□□.□□
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State the total number of R&G Preferred Shares purchased during the period between January 21, 2003 and February 1, 2008: _____.

*excluding commissions, transfer taxes or other fees

PART VIII: SALES

C. List all sales of R&G Preferred Shares made during the period January 21, 2003 through and including February 1, 2008. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month / Day / Year)	Type of Preferred Shares (A, B, C or D)	Number of Shares Sold	Sales Price Per Share	Total Sales Price*
□□/□□/□□	□	□□□□□□□□	\$ □□□.□□□□□□	\$ □□□□□□□□.□□
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State the total number of R&G Preferred Shares sold during the period between January 21, 2003 and February 1, 2008: _____.

*excluding commissions, transfer taxes or other fees

PART IX: POSITION AS OF CLOSE OF TRADING ON FEBRUARY 1, 2008

D. Indicate the number of R&G Preferred Shares the Claimant owned at the close of business on February 1, 2008. Be sure to attach the required documentation. _____

YOU MUST READ THE FOLLOWING RELEASE AND SIGN ON PAGE 8.

RELEASE OF CLAIMS

Definitions

For the purpose of the Proof of Claim, defined terms have the following meanings. (Other defined terms have the meanings given them in the Stipulation and Agreement of Settlement dated May 21, 2008 (the "Stipulation").

"Effective Date" means the date the Judgment becomes Final (as defined in ¶1(q) of the Stipulation).

"Individual Defendants" means Victor J. Galán, Joseph R. Sandoval, Ramon Prats, Benigno R. Fernandez, Gilberto Rivera-Arreaga and Ileana M. Colon-Carlo.

"Judgment" means the Order or Orders entered by the Court, if and upon approval of the settlements, dismissing the Action with prejudice and without costs (except to the extent awarded by the Court) to any Released Party, certifying the Class for settlement purposes, releasing all Settled Claims as against the Released Parties, and enjoining Class Members from instituting, continuing or prosecuting any action asserting any Settled Claims against any Released Party.

"PwC" means PricewaterhouseCoopers LLP.

"R&G" means R&G Financial Corporation.

"Released Parties" means PwC, the member firms of PricewaterhouseCoopers International Limited, R&G and any and all of the Individual Defendants, their respective present or former officers, directors, agents, employees, attorneys, stockholders, advisors, investment bankers, commercial bankers, insurers, representatives, trustees, parents and officers and directors thereof, affiliates and officers and directors thereof, subsidiaries and officers and directors thereof, general and limited partners, principals, spouses, heirs, executors, administrators, successors and assigns.

"Settled Claims" means any and all claims, rights or causes of action or liabilities whatsoever, whether known claims or Unknown Claims (as defined below), whether arising under or based on federal, state, Commonwealth of Puerto Rico, common law, foreign law or any other law, rule or regulation, whether directly, representatively, derivatively, individually or in any other capacity, that Lead Plaintiffs or any member of the Class (a) asserted against the Released Parties in the Consolidated Action, or (b) could have asserted against the Released Parties in any forum that relate to or arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Consolidated Action or that relate to or arise out of the purchase or sale of shares of the Company's common stock or of Preferred Shares during the Class Period, including but not limited to all claims relating to (a) PwC's professional services, including but not limited to audit engagements, performed for the Company in connection with its 2002, 2003 or 2004 financial reporting and any of PwC's opinions in connection therewith; (b) the Company's announcement on April 25, 2005 that it would restate its financial statements for the period January 1, 2003 to December 31, 2004, (c) the Company's announcement on July 27, 2005 that it would restate its interim and audited consolidated financial statements for the year ended December 31, 2002, (d) the Restatement (including without limitation the audit committee investigation, the results of which are reflected therein, and any weaknesses in internal controls or remediation of such weaknesses), (e) the alleged conversation between Mr. Galán and outside counsel referenced in the Restatement, and/or (f) the Company's valuation methodology, accounting treatment and/or financial reporting of (i) the Recharacterized Mortgage Loan Transfers and (ii) the retained interests initially recognized in connection with the Recharacterized Mortgage Loan Transfer. "Settled Claims" does not include any claims asserted in the Consolidated Derivative Action.

"Unknown Claims" means any and all Settled Claims which any Lead Plaintiff or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Parties' Claims which any Released Party does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlements. With respect to any and all Settled Claims and Released Parties' Claims, the parties stipulate and agree that upon the Effective Date, the Lead Plaintiffs and the Released Parties shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgments shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and the Released Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Released Parties' Claims was separately bargained for and was a key element of the Settlement.

The Release

I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, ***including Class Members who are parties to any other actions, arbitrations, or other proceedings against any of R&G, the Individual Defendants or PwC that are pending on the Effective Date***, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgments shall have fully, finally, and forever released relinquished, settled and discharged all Settled Claims against each and every one of the Released Parties, including such Settled Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim and Release, the Claimant or the person who represents the Claimant certifies, as follows:

1. that the Claimant is a Class Member, as defined in the Notice;
2. that I (we) have read and understand the contents of the Notice and the Proof of Claim;
3. that I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Class;
4. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in R&G securities;
5. that I (we) own(ed) the R&G securities identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that Claimant may be entitled to receive a distribution from the Net Settlement Fund;
7. that Claimant desires to participate in the settlements described in the Notice and agrees to the terms and conditions thereof;
8. that I (we) submit to the jurisdiction of the United States District Court for the Southern District of New York for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim;
9. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties or the Court may require;
10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim; and
11. that I (we) certify that I am (we are) **not** subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above and check here _____.

The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)

REMINDER CHECKLIST

1. Please sign the Proof of Claim on page 8.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents. These must include documentation of: (a) all opening and closing balances, as set forth in the specific sections of the Claim Form; and (b) all purchases and sales of R&G publicly traded securities during the Class Period of January 21, 2003 through and including February 1, 2008, as set forth in the specific sections of the Claim Form.
4. If you move, please send your new address to:

In re R&G Financial Corporation Securities Litigation
c/o Heffler, Radetich & Saitta LLP
P.O. Box 1200
Philadelphia, PA 19105-1200

5. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
6. Keep a copy of your Proof of Claim and all documentation submitted for your records.
7. You will not receive confirmation that your Proof of Claim has been received **unless** you send it via Certified Mail, Return Receipt Requested, or by some other means which provides you with proof of receipt.

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE

Claim Administrator
In re R&G Financial Corporation Securities Litigation
Heffler, Radetich & Saitta LLP
P.O. Box 1200
Philadelphia, PA 19105-1200

FIRST CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE