

REPUBLIC OF THE PHILIPPINES )  
 ) S.S.

### SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, the undersigned Corporate Secretary of \_\_\_\_\_, a corporation organized and existing by virtue of the laws of the Republic of the Philippines, with principal business address at \_\_\_\_\_ (the "Corporation"), after being sworn in accordance with law, hereby certify that at the meeting of the Board of Directors held on \_\_\_\_\_, at which a quorum was present, the following resolutions were approved:

"RESOLVED, that the Corporation be, as it is hereby authorised to negotiate, enter into, secure, obtain, incur and/or contract for any and all types of loans, credit accommodations or facilities, or any treasury facilities/accommodations such as but not limited to foreign exchange facilities, or any import and export transactions such as but not limited to general export / import transactions like presentation and negotiation of export documents, opening of letters of credit, credit card facilities, bills purchase line, currency and interest rate swaps, derivative products, structured products, term deposits, money market/trust placements, purchase/sale of securities and negotiable instruments (including any and all renewals, extensions, roll-overs, re-structuring, discounting, or amendments thereof) with THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED and/or its Trust Department and its branches, affiliates, subsidiaries and other related companies including HSBC Savings Bank (Philippines) Inc. (hereafter referred to as HSBC) at such amount as HSBC may grant, with or without security, and under such terms and conditions as may be mutually agreed upon between the Corporation and HSBC;

"RESOLVED, FURTHER, that HSBC be designated depository of this Corporation, to which funds of the Corporation may be deposited, and HSBC is hereby authorized to pay, encash, or otherwise honor and charge to this Corporation any and all checks, notes, drafts, bills of exchange, acceptances, orders or funds, and to effect any instructions relating to the operation, administration and management of the accounts, when signed, made, assigned, drawn, accepted or endorsed on behalf of or in the name of this Corporation;

"RESOLVED, FURTHER, that the Corporation avail of the various cash management services being offered by the Bank such as, but not necessarily limited to, payments management including automated check disbursement, check printing, check release counter, payment services hotline, electronic advising facility, payroll services and E-tax services, collections management including domestic collections, check warehousing and armored car services, and liquidity management including cash concentration or cash sweeping services, and all related or appurtenant services, under such terms and conditions as may be mutually agreed upon between the Corporation and the Bank;

"RESOLVED, FURTHER, that the Corporation be, as it is hereby, authorised to mortgage, pledge, convey, assign, set-off, hypothecate and/or encumber properties of whatever nature and kind belonging to the Corporation, whether at the time owned or thereafter acquired, if and when required as security or collateral for the foregoing transactions;

"RESOLVED, FURTHER, and that in the event of default, the Corporation be, as it is hereby, authorised to settle, compromise, discharge and pay in whatever form (including but not limited to, assignment, transfer, dacion en pago of corporate properties) the foregoing obligations;

"RESOLVED, FURTHER, that any of all of the foregoing transactions shall be negotiated, concluded, obtained and/or contracted for, by the authorised signatories hereunder designated, under such terms and conditions and stipulations as the said authorised signatories may deem advisable and desirable in the best interest of the Corporation:

A. For any and all types of loans, credit facilities/accommodations, cash management services and the operation of any and all accounts of the Corporation:

**GROUP A SIGNATORIES**

<b>Name of the Officers</b>	<b>Specimen Signatures</b>
_____	_____
_____	_____
_____	_____
_____	_____

**GROUP B SIGNATORIES**

<b>Name of the Officers</b>	<b>Specimen Signatures</b>
_____	_____
_____	_____
_____	_____
_____	_____

- a. For amounts up to \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies together with any \_\_\_\_\_ Group B signatory/ies.
- b. For amounts from \_\_\_\_\_ to \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies, together with any \_\_\_\_\_ Group B signatory/ies.
- c. For amounts from \_\_\_\_\_ to \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies, together with any \_\_\_\_\_ Group B signatory/ies.
- d. For amounts from \_\_\_\_\_ to \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies, together with any \_\_\_\_\_ Group B signatory/ies.

e. For amounts exceeding \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies together with any \_\_\_\_\_ Group B signatory/ies.

B. For any and all types treasury facilities/accommodations:

**GROUP A SIGNATORIES**

<b>Name of the Officers</b>	<b>Specimen Signatures</b>
_____	_____
_____	_____
_____	_____
_____	_____

**GROUP B SIGNATORIES**

<b>Name of the Officers</b>	<b>Specimen Signatures</b>
_____	_____
_____	_____
_____	_____
_____	_____

a. For amounts up to \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies together with any \_\_\_\_\_ Group B signatory/ies.

b. For amounts from \_\_\_\_\_ to \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies, together with any \_\_\_\_\_ Group B signatory/ies.

c. For amounts from \_\_\_\_\_ to \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies, together with any \_\_\_\_\_ Group B signatory/ies.

d. For amounts from \_\_\_\_\_ to \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies, together with any \_\_\_\_\_ Group B signatory/ies.

e. For amounts exceeding \_\_\_\_\_, a combination of any \_\_\_\_\_ Group A signatory/ies together with any \_\_\_\_\_ Group B signatory/ies.

"RESOLVED, FURTHER, that the said authorised signatories be, as they are hereby, authorised to sign, execute and deliver such loan documents, mortgages, pledges, assignments, conveyances, all types of import and export documents, but not limited to Collection Order / Instruction, Letter of Indemnity, General Security Agreement Relating to Goods, Documentary Credit Application, Trust Receipts, Debit / Acceptance instructions, and such other instruments and papers as may be required, necessary, desirable or incidental to the foregoing transactions;

"RESOLVED, FURTHER, that the Corporation be, as it is hereby, authorised to negotiate and enter into an agreement with HSBC for HSBC to offer to the

Corporation's employees various products under its Employee Privilege Plan (EPP) and/or for SalaryPlus, whereby HSBC will provides payroll services combined with the EPP;

"RESOLVED FURTHER, that the Corporation authorise and empower any of the following officers to negotiate with HSBC on the terms and conditions of, and to sign, execute and deliver, the EPP and/or SalaryPlus agreement as well as such contracts, instruments, certifications, documents and papers as may be necessary and desirable to implement said agreement:

Corporate Officer Position	Specimen Signature
_____	_____
_____	_____

"RESOLVED FURTHER, that the Corporation be, as it is hereby, authorized to avail of MARKETS@HSBC or any other internet electronic trading platform (herein ETP) being offered by HSBC;"

"RESOLVED FURTHER, that the following officer/s are hereby authorized to sign any and all agreements, enrollment forms, documents and papers necessary to avail of ETP, to appoint the Users thereof and to give any and all instructions pertaining to the Corporation's availment of ETP:

Corporate Officer Position	Specimen Signature
_____	_____
_____	_____

"RESOLVED, FURTHER, that HSBC shall be informed, by a resolution of the Board of Directors of the Corporation, duly certified by the Corporate Secretary, of any changes which may take place with the list of names and specimen signatures of Directors and Officers and any other person or persons authorized to sign on behalf of the Corporation;

"RESOLVED, FURTHER, that these resolutions be communicated to HSBC and remain in full force and effect and that any and all transactions made by the said officers and duly designated signatories of the Corporation pursuant to the foregoing resolutions are valid and binding against the Corporation until an amending resolution shall have been passed by the Board of Directors and a certified true copy thereof shall have been delivered to HSBC;

"RESOLVED, FURTHER, that the said drawings, withdrawals and availments by the duly designated signatories and/or officers of the Corporation of the credit accommodations, loans and transactions herein authorised be, as they are hereby, authorised, ratified and/or confirmed;

"RESOLVED, FURTHER, that the Corporation provide a letter of disclaimer/indemnity to HSBC, in the form furnished and required by HSBC ("Indemnity Letter"), a copy of which has been presented to the Board, , for the purpose of authorizing HSBC to act on facsimile instructions or other forms of telecommunications or electronic communication received by HSBC in connection with

the operation, maintenance and closure of the Corporation's account/s and other facilities with HSBC;

"RESOLVED, FINALLY, that in order to implement the above resolution, the Board authorises, empowers and appoints \_\_\_\_\_ to execute/sign the Indemnity Letter."

I certify that the foregoing resolutions have not been cancelled, revoked or amended and remain in full force and effect.

I further certify that the signatures appearing beside the names of the persons named in the above resolutions are true and genuine specimens of their signatures.

I have hereunto affixed my signature on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
**Corporate Secretary**

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, affiant exhibiting to me his/her \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_