

LIMITED SPECIAL POWER of ATTORNEY

I/We, _____, (account name), of legal age with principal address at _____ (the "Client") have appointed The Hongkong and Shanghai Banking Corporation Limited – Philippine Branch (HSBC), to be the Client's true and lawful attorney,

- A. to act for the Client and in its name, place and stead, in appointing and transacting business, subject to the limitations under item 1 on "Power and Authority" with Citibank N.A. (hereinafter referred to as "Custodian") duly accredited or authorized by the Bangko Sentral ng Pilipinas ("BSP") in accordance with existing regulations of the BSP in reference to corporate and government securities, bonds, bills of exchange, certificates of deposit, convertible bonds, debentures, promissory notes, shares of stock, certificates of participations in any fund, and such other commercial paper, documents, and instruments of any kind or nature, now or hereafter held by the Client in its name (the "Securities").
- B. to act as a settlement bank in respect to transactions involving said Securities.

1. Power and Authority as Agent Bank. HSBC is hereby authorized to do and perform the following acts:

- (a) to open on the Client's behalf, account/s with the Custodian, and to deliver the Securities to the Custodian for the latter's safekeeping;
- (b) upon receipt of our instructions, to sell any or all of the Securities now or hereafter in the account/s with the Custodian and in relation to the foregoing, to give the necessary instructions to the Custodian to implement any such sale;
- (c) to relay the Client's instructions and/or queries in connection with the account/s under the Custodian through any means acceptable to said Custodian, and in carrying out this power, HSBC shall have the right to rely on any instructions, notices and communications regarding the securities account/s which HSBC believes to have originated from the Client;
- (d) to disclose information to the Custodian information regarding the Client in the possession of HSBC or authorize the Custodian to disclose information regarding any of the account/s when such disclosure is required under applicable law or regulation and notwithstanding the provisions of Republic Act 1405, Republic Act 6426, as amended, Section 55 of Republic Act 8791 and any and all other laws or regulations relating to the confidentiality of information or account/s; and
- (e) to disclose the execution of this special power of attorney to the Custodian.

2. Power and Authority as Settlement Bank. HSBC is hereby authorized to receive such proceeds, income, interest, dividends, profits, payments and all other sums accruing to and due to the Securities as the Client's Settlement Bank specially designated for the purpose.

3. Limitation of Liability. All actions that HSBC takes as the Client's duly constituted attorney-in-fact pursuant to this authority shall be for the Client's account and risk. HSBC may refuse to act and shall have no liability for such refusal to act on any instructions given by the Client if it believes, in good faith, that such instructions are contrary to any law, rule, or regulatory requirement.

The Client will not hold HSBC responsible nor liable for any failure or delay in the performance of its obligations as its attorney-in-act, or for any loss, impairment or damage, arising out of or caused directly by circumstance beyond its control such as but not limited to acts of God, earthquake, fires, floods, civil or military disturbances, sabotage / loss / interruption / malfunction of power/communication utilities or computer hardware or software, labor disputes, or acts of civil/military/government authorities that effectively prevent or delay the performance of specific obligations stipulated herein. The Client shall hold HSBC free and harmless and shall indemnify it for any claim, liability, or loss incurred in the performance of its functions as attorney-in-fact, except for those due to its gross negligence or fraud.

The Client will not hold HSBC or its affiliates responsible for the acts, omissions, defaults or insolvency of any third party including, but not limited to, any registry, custodian, broker, counterparty, or issuer of securities. HSBC Savings Bank has no responsibility for the selection or monitoring of any registry, custodian, or third party.

The Client shall not hold HSBC nor any of its affiliates, or parent companies, and their head offices and other branches, liable for unavailability of foreign currency funds or legal tender funds which may be owed by the issuer to the Client, whether the unavailability be due to restrictions on convertibility or transferability, moratoria, requisitions, involuntary transfers, distraints of any character, exercise of military or usurped powers, acts of war or civil strife, or other similar causes beyond its control.

4. Funds. HSBC shall have the option, but not the obligation, to advance the necessary funds to carry out its authority granted hereunder. Immediately upon HSBC's demand, the Client shall reimburse HSBC for such advances. All sums due to HSBC shall be payable on demand and shall draw interest at the applicable auction average of the 91-day Treasury Bill rate on the last business day immediately preceding the demand, computed from the date of demand until date of full payment.

5. Transfer of Information. The Client authorizes the transfer, disclosure and communication of any information relating to its securities account/s or any information thereon, to any of the offices, affiliates, agents and representatives of HSBC and third parties selected by any of them, wherever situated, for use in connection with the provision of any service or product relating to the Client's account/s (including data processing and storage, anti-money laundering monitoring, review and reporting, statistical and risk analysis purposes).

The foregoing constitutes the Client's written consent for any transfer and disclosure of information relating to the Client's account/s for the purposes indicated above and under applicable laws, rules and regulations.

The Client agrees to hold HSBC free and harmless from any liability that may arise from any transfer, disclosure or storage of information relating to the Client's account/s.

6. Effectivity. The Client agrees that this Special Power of Attorney shall take effect immediately upon its execution, and supersedes any previous Special Power of Attorney that the Client may have executed on the same matter.

7. Termination. This Special Power of Attorney may be terminated upon written notice to HSBC, and with the copy of such written notice of termination given to the Custodian. Such termination shall not prejudice transactions entered into and obligations incurred pursuant to Sections 1 and 2 hereof, prior to the date of termination.

8. Governing Law & Jurisdiction. This Special Power of Attorney and Undertaking shall be governed by the laws of the Republic of the Philippines, and any court case with respect thereto shall be filed exclusively in the proper courts sitting in Makati City.

9. Undertaking. The Client undertakes that all securities it has purchased or will purchase from banks and non-bank financial institutions have been delivered or will be delivered to the Custodian. Should the Client fail to deliver to the Custodian all securities outstanding as of the date stipulated by local regulations, HSBC may be constrained by regulations from further selling securities to the Client.

10. Authority to Pay/Set-off. HSBC is authorized to debit and set-off from any amount otherwise payable to the Client, the applicable fees of the securities registry and Custodian, as well as all costs, expenses and charges incurred in connection with the Securities, including the applicable administrative and warehousing fees, and such other amounts, costs, fees and expenses incurred or advanced by HSBC as the Client's attorney-in-fact or in the discharge of HSBC obligations under this special power of attorney, as well as any taxes or deductions required by law. HSBC is likewise authorized to immediately apply and compensate or set-off toward the partial or full liquidation of any amount or amounts advanced by HSBC to the Client or on behalf of the Client, including borrowings or overdrafts, against any of the deposit, fund, security or other property or accounts of the Client with HSBC or any of its affiliates, without prejudice to the adoption by HSBC of any other step or action, which in its sole discretion, is needed to protect its rights and interests.

Customer Signature over Printed Name



Customer Signature over Printed Name



Customer Signature over Printed Name



Customer Signature over Printed Name



Date (dd-mmm-yy) : _____

<p>For Bank Use Only:</p> <p>Citibank Safekeeping Account Number:</p> <p>_____</p> <p>HSBC Securities Account Number:</p> <p>_____</p>

LETTER of AUTHORISATION

Citibank N.A., Philippines
10F Citibank Tower
8741 Paseo de Roxas
Makati City 1200 Philippines

Gentlemen:

Further to Bangko Sentral ng Pilipinas (BSP) Circular No. 524 issued on 31 March 2006, of which I / we have been duly apprised, and notwithstanding contrary advise of the BSP, I / we hereby inform you that I / we have appointed The Hongkong and Shanghai Banking Corporation Limited – Philippine Branch (HSBC), as my / our agent with full power and authority to receive on my / our behalf any and all reports, confirmations, notices, and other communications (the “Communications”) pertaining to my / our securities held in custody by Citibank N.A., Philippines.

In view thereof, I / we hereby instruct you to deliver any and all such Communications directly to HSBC c/o NSC Communications and Control Services (NSC -CCS) at the 5/F HSBC Center, 3058 Fifth Avenue, West Bonifacio, Global City, which I / we hereby designate as my / our address of record. HSBC shall then arrange to send these Communications to me / us through the regular mode of delivery of my / our communications originating from HSBC.

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(b) upon receipt of our instructions, to sell any or all of the Securities now or hereafter in the account/s with the Custodian and in relation to the foregoing, to give the necessary instructions to the Custodian to implement any such sale;
(c) to relay the Client's instructions and/or queries in connection with the account/s under the Custodian through any means acceptable to said Custodian, and in carrying out this power, HSBC shall have the right to rely on any instructions, notices and communications regarding the securities account/s which HSBC believes to have originated from the Client;
(d) to disclose information to the Custodian information regarding the Client in the possession of HSBC or authorize the Custodian to disclose information regarding any of the account/s when such disclosure is required under applicable law or regulation and notwithstanding the provisions of Republic Act 1405, Republic Act 6426, as amended, Section 55 of Republic Act 8791 and any and all other laws or regulations relating to the confidentiality of information or account/s; and
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The Client will not hold HSBC responsible nor liable for any failure or delay in the performance of its obligations as its attorney-in-act, or for any loss, impairment or damage, arising out of or caused directly by circumstance beyond its control such as but not limited to acts of God, earthquake, fires, floods, civil or military disturbances, sabotage / loss / interruption / malfunction of power/ communication utilities or computer hardware or software, labor disputes, or acts of civil/military/government authorities that effectively prevent or delay the performance of specific obligations stipulated herein. The Client shall hold HSBC free and harmless and shall indemnify it for any claim, liability, or loss incurred in the performance of its functions as attorney-in-fact, except for those due to its gross negligence or fraud.

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Customer Signature over Printed Name [Signature Line] [HSBC Certified Stamp]

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