

SPECIAL POWER OF ATTORNEY

_____,
a corporation duly organized and existing under and by virtue of the laws of the
Republic of the Philippines, with principal office address at

_____, and
represented herein by its duly authorized signatory/ies,

(as authorized pursuant to the attached Secretary's Certificate/Board resolution
dated _____), hereinafter referred to as the "PRINCIPAL,"

I/We, _____

_____, married/single,
Filipinos, of legal age, with residence and postal address at

, hereinafter referred to as the "PRINCIPAL/S,"

has appointed **First Metro Investment Corporation** ("FMIC") whose address is at the 20th Floor, G.T. Tower International, Ayala Avenue, Makati City, to be its true and lawful attorney, to act for its name, place and stead, in appointing and transacting business directly or indirectly with the **Bureau of the Treasury-Registry of Scripless Securities** ("BTr-RoSS"), in accordance with BSP Circular No. 428 Series of 2004, to do and perform the following acts or transactions that the "PRINCIPAL/S" might or could do in reference to any and all government securities and other securities or issues that "BTr-RoSS" will be allowed to register, now or hereafter held by the "PRINCIPAL/S" in its name (the "Securities"), and to negotiate and to enter into the necessary contracts or agreements with the "BTr-RoSS" in relation to the opening of an account with "BTr-RoSS" pursuant to BSP Circular Nos. 450 and 457, series of 2004:

- a. to execute trade transactions (i.e. buying and selling instructions, including relaying of instructions to the BTr-RoSS in order to record the transfer of ownership related to the buy/sell transactions) for the PRINCIPAL/S' account with the BTr-RoSS;
 - b. to assist and facilitate on the PRINCIPAL/S' behalf, the opening of a savings or current account with a branch of Metrobank (the "Settlement Account"), if none is already existing, with the PRINCIPAL/S as account holder, to serve as the settlement account into which sales proceeds of the Securities consisting of the principal and the interest, upon receipt from the BTr-RoSS shall be credited and/or against which the purchase price for the Securities and any such charges, fees or costs in relation thereto shall be debited;
 - c. to pay out of the Settlement Account or debit and set-off from any amount otherwise payable to the PRINCIPAL/S, the applicable fees of the BTr-RoSS, all costs, expenses and charges incurred in connection with the Securities, including the applicable administrative and warehousing fees, as well as any taxes or deductions required by law;
 - d. to disclose information or authorize the BTr-RoSS to make such disclosure regarding the account with the BTr-RoSS when such disclosure is required under applicable law or regulation and notwithstanding the provisions of Republic Act 1405, as amended.
- 2. Limitation of Liability.** All actions that FMIC takes as the duly constituted attorney-in-fact pursuant to this authority shall be for the PRINCIPAL/S' account and risk. FMIC may refuse to act and shall have no liability for such refusal to act on any instructions given by the PRINCIPAL/S if it believes, in good faith, that such instructions are contrary to any law, rule, or regulatory requirement.

The PRINCIPAL/S shall not hold FMIC responsible nor liable for any failure or delay in the performance of its obligations as the PRINCIPAL/S' attorney-in-fact, 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.

3. **Ratification.** The PRINCIPAL/S hereby gives and grants unto FMIC as its attorney-in-fact full power to do and perform every act whatsoever requisite, necessary, or convenient to be done in the premises, as fully as the PRINCIPAL/S could do if personally present, hereby ratifying all acts of its attorney-in-fact heretofore done in respect of any matters of any kind herein set forth.
4. **Effectivity.** The PRINCIPAL/S agrees that this Special Power of Attorney shall take effect immediately upon its execution.
5. **Undertaking.** The PRINCIPAL/S 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 BTr-RoSS and/or third-party custodian. Should the PRINCIPAL/S fail to deliver all securities outstanding as of the date stipulated by local regulations to the BTr-RoSS and/or third-party custodian, FMIC may be constrained by regulations from further selling securities to it.
6. **Termination.** The PRINCIPAL/S, or FMIC, may terminate this Special Power of Attorney only in writing, with written notice of such termination given to the BTr-RoSS/Custodian. Such termination shall not prejudice transactions entered into prior to the date of termination.

By:

Signature over Printed Name

Signature over Printed Name

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 200__, in _____, Philippines.

Signed in the presence of:

Signature over Printed Name

Signature over Printed Name

SUBSCRIBED AND SWORN to before me, this _____ day of _____, 200_ at _____, Metro Manila, affiant exhibiting to me his Community Tax Certificate No. _____

NOTARY PUBLIC

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