

May 2006

[Letterhead of Bank]

**DRAFT  
POWER OF ATTORNEY**

1. WHEREAS, We, X Bank Limited, have entered into or propose to enter into one or more transactions which are or will be governed by any one or more of the agreements set out in paragraph [7] below.

NOW, We, X Bank Limited, a credit institution [identification as required under applicable law] [and being so empowered] hereby nominate, constitute and appoint any [one] [two] of the person[s] named below to act [individually] or [jointly] as our true and lawful attorney(s) (hereinafter referred to as [the 'Attorney'] [or collectively the 'Attorneys']) with full power and authority in our name and on our behalf to sign, execute and deliver any agreement of the type set out in paragraph [7] below (the 'Agreements') and to do such other acts and things as the Attorney[s] may consider necessary or desirable in respect of the foregoing.

Name of Attorney

Specimen Signature

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- [2. We hereby undertake to ratify and confirm all and whatsoever the Attorney [or Attorneys] shall lawfully do or cause to be done by virtue of this Power of Attorney.]
- [3. [Subject to the provisions of paragraph [4] below, ] This Power of Attorney shall expire on [                    ].]
- [4. This Power of Attorney shall at all times be absolutely binding in favour of counterparties who have not received written notice of the revocation thereof.]
- [5. The appointment of an Attorney hereunder with respect to the execution of any type of agreement shall not be deemed to be a grant of an exclusive power of execution on our behalf.]
6. This Power of Attorney shall be governed by and construed in accordance with the laws of [                    ].
7. The term “Agreements” shall include:-
- Global Master Securities Lending Agreement (GMSLA),
  - International Currency Options Market Master Agreement (ICOM),
  - International Deposit Netting Agreement published by the British Bankers Association,
  - International Foreign Exchange and Currency Options Agreement (IFXCO),
  - International Foreign Exchange and Options Master Agreement (FEOMA),
  - International Foreign Exchange Master Agreement (IFEMA),
  - ISDA Master Agreements,
  - Master Agreement For Financial Transactions published by the European Banking Federation (commonly known as the ‘European Master Agreement’) (‘EMA’)
  - Overseas Securities Lending Agreement (OSLA),
  - PSA/ISMA Global Master Repurchase Agreement,

- TBMA/ISMA Global Master Repurchase Agreement, and
- TBMA Cross-Product Master Agreement

and any agreements or documents ancillary to the agreements described above, including but not limited to supplements, amendment agreements, credit support agreements, security collateral and margining agreements, assignments and/or transfer agreements, termination agreements, waivers and notices.

[Insert domestic execution requirements]

[e.g. In Witness whereof the Common Seal of X Bank Limited was affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_.

The Common Seal of

X Bank Limited was affixed hereto

in the presence of:- ]Purpose of this Best Practice Statement