Special Power of Attorney

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

This Special Power of Attorney (this "Power of Attorney") is made and executed at **[City or municipality of signing: _____]**, Philippines, on **[Date of signing: _____]**, by the person named in Section 1 in favor of the person named in Section 2.

1. Principal

1.1 The Principal. I, **[Full name of the principal: _____]**, [Citizenship of the principal: _____], of legal age, [Civil status of the principal: _____], with residence and postal address at [Principal's address: _____], holding [Principal's ID type and number: _____] and Taxpayer Identification Number (TIN) [Principal's TIN: _____] (the "Principal"), execute this Power of Attorney of my own free will.

1.2 My spouse. My spouse is **[Full name of the spouse: _____]**, [Citizenship of the spouse: _____], of legal age, residing at [Spouse's address: _____] (my "Spouse"). Our property relations are governed by [Property regime of the marriage: _____]. If I am single, widowed or legally separated, or if the property in the Schedule is my exclusive property, I state that fact here: [Statement if single or the property is exclusive: _____].

1.3 Capacity. I declare that I am of legal age and of sound mind, that I am not under civil interdiction, that I have not been declared insolvent, and that I fully understand the contents and legal effect of this Power of Attorney, which was read and explained to me in a language I know.

1.4 Contact details. For notices under this Power of Attorney, my contact details are: [Principal's contact details: _____].

2. Appointment of attorney-in-fact

2.1 Appointment. I hereby name, constitute and appoint **[Full name of the attorney-in-fact: _____]**, [Citizenship of the attorney-in-fact: _____], of legal age, [Civil status of the attorney-in-fact: _____], with residence and postal address at [Attorney-in-fact's address: _____], holding [Attorney-in-fact's ID type and number: _____] (the "Attorney-in-Fact"), whose relationship to me is [Relationship to the principal: _____], to be my true and lawful attorney-in-fact, for me and in my name, place and stead, to do the acts set out in this Power of Attorney.

2.2 Contact details. The Attorney-in-Fact's contact details for notices are: [Attorney-in-fact's contact details: _____].

2.3 Alternate attorney-in-fact. If the Attorney-in-Fact dies, becomes incapacitated, withdraws or is otherwise unable to act, I appoint as alternate: [Alternate attorney-in-fact (name, address, ID): _____] (the "Alternate"). The Alternate may act only after delivering to the third person concerned a written statement, signed by the Alternate, of the fact that prevents the Attorney-in-Fact from acting, with any supporting document. If no Alternate is named, this Section 2.3 does not apply.

2.4 Agency. By accepting this appointment, the Attorney-in-Fact binds himself or herself to render the services described in this Power of Attorney on my behalf, with my consent and authority, as an

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agent under the Civil Code of the Philippines.

3. Nature and purpose of the power

3.1 Special power. This is a **special** power of attorney. It is granted for the specific transactions described in Sections 5 to 13 and in the Schedule, and for no other purpose. It is not a general power of attorney over all my business.

3.2 Purpose. I execute this Power of Attorney because [Reason for the power: _____], and I need a trusted person to act for me in the transactions described below.

3.3 Express grant of acts of strict dominion. I know that a power stated in general terms covers only acts of administration, even if it says that I withhold no power. For that reason, each act of strict dominion that I authorize (such as selling, mortgaging, leasing for more than one year, borrowing, compromising or accepting an inheritance) is granted below by name and in clear terms, and only where I have written "GRANTED" in the line provided for that power. A power marked "NOT GRANTED" or left without "GRANTED" is not given.

3.4 Order of interpretation. If a specific power in Sections 5 to 13 and a general phrase anywhere in this Power of Attorney seem to conflict, the specific power controls. Any doubt about whether a power to sell, mortgage or otherwise dispose of real property was granted shall be resolved against the grant.

4. Description of the property

4.1 The Property. This Power of Attorney concerns the property described in this Section and in the Schedule (together, the "Property").

4.2 Real property. A parcel of land, with the improvements on it, covered by **[Title number: _____]**, issued by the Registry of Deeds for [Registry of Deeds: _____], registered in the name of [Registered owner on the title: _____], designated as [Lot, block and survey plan: _____], with an area of [Lot area in square meters: _____] square meters, more or less, located at [Location of the property: _____], and declared for taxation under Tax Declaration No. [Tax declaration number: _____] (the "Real Property").

4.3 Improvements. The improvements on the Real Property are: [Improvements on the land: _____].

4.4 Other property. If this Power of Attorney also covers a motor vehicle, bank account or other personal property, it is described here: [Other property covered (vehicle, account): _____]. If nothing is written, this Power of Attorney covers the Real Property only.

4.5 Accuracy of description. I confirm that the description above matches the owner's duplicate certificate of title and the current tax declaration. If a clerical error appears in a number, the Attorney-in-Fact may act on the Property clearly identified by the remaining particulars, but may not act on any other property.

5. Power to sell

Power to sell: [Power to sell (GRANTED or NOT GRANTED): _____]

5.1 Grant. If "GRANTED" is written above, I give the Attorney-in-Fact the special power to **sell, transfer and convey** the Real Property, absolutely and in full ownership, to any buyer the Attorney-in-Fact considers acceptable, for a price and on terms not less favorable to me than those set in

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Section 15.

5.2 Deed of sale. The Attorney-in-Fact may negotiate the sale, sign a contract to sell or a deed of conditional sale, and sign, deliver and acknowledge before a notary public a Deed of Absolute Sale and any related deed, affidavit or undertaking that the buyer, the Bureau of Internal Revenue, the Registry of Deeds or the local assessor reasonably requires to complete the sale.

5.3 Receipt of the price. The Attorney-in-Fact may receive the purchase price, any earnest money and any installment, issue official acknowledgment receipts in my name, and deposit the money only in the account named in Section 19.3, unless I give written instructions otherwise.

5.4 Delivery. The Attorney-in-Fact may deliver possession of the Real Property, the owner's duplicate certificate of title and the tax declaration to the buyer, but only after the full price has been received in cleared funds or after a written escrow arrangement that I have approved in writing.

5.5 Brokers. The Attorney-in-Fact may engage a licensed real estate broker or salesperson and agree to a commission not exceeding [Maximum broker's commission: _____] of the selling price, payable only from the price actually received.

5.6 No other disposition. This power to sell does not include a power to mortgage, lease, exchange, donate or otherwise encumber the Real Property. Each of those acts needs its own grant in this Power of Attorney.

6. Power to mortgage

Power to mortgage: [Power to mortgage (GRANTED or NOT GRANTED): _____]

6.1 Separate grant. I know that a special power to sell excludes the power to mortgage, and a special power to mortgage does not include the power to sell. If "GRANTED" is written above, I separately give the Attorney-in-Fact the special power to **mortgage and encumber** the Real Property as security for the loan described in Section 6.2.

6.2 Secured loan. The mortgage may secure only a loan in my name from [Lender for the mortgage: _____] in a principal amount not exceeding **[Maximum loan amount: _____]**, for the purpose of [Purpose of the loan: _____].

6.3 Documents. The Attorney-in-Fact may sign the real estate mortgage, the promissory note, the disclosure statement and any related loan document, acknowledge them before a notary public, and present them for annotation on the title.

6.4 Release. The Attorney-in-Fact may also receive and sign a release or cancellation of any mortgage on the Real Property after the debt is paid, and have the cancellation annotated.

6.5 Limits. The Attorney-in-Fact may not agree to a mortgage that secures the debt of any person other than me, or that secures future loans beyond the amount in Section 6.2, without my further written special power.

7. Power to lease

Power to lease: [Power to lease (GRANTED or NOT GRANTED): _____]

7.1 Grant. If "GRANTED" is written above, I give the Attorney-in-Fact the special power to **lease** the Real Property, or any part of it, to tenants the Attorney-in-Fact selects, for a term not exceeding **[Maximum lease term: _____]** per lease, including terms of more than one year where so stated.

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7.2 Rent. The monthly rent shall be not less than [Minimum monthly rent: _____], payable in advance. The Attorney-in-Fact may collect rent, advance rent and security deposits, issue receipts in my name, and deposit the money in the account named in Section 19.3.

7.3 Lease documents. The Attorney-in-Fact may sign, renew, extend, amend and end lease contracts, serve demands to pay and vacate, and accept the return of the leased premises.

7.4 Repairs. The Attorney-in-Fact may order ordinary repairs and maintenance of the Real Property and pay utility charges, association dues and similar recurring costs from the rent collected. A single repair costing more than [Repair cost needing approval: _____] needs my prior written approval, except an urgent repair needed to prevent loss or damage.

8. Loans, bank accounts and checks

Power over loans and bank accounts: [Power over bank accounts (GRANTED or NOT GRANTED): _____]

8.1 Bank accounts. If "GRANTED" is written above, I give the Attorney-in-Fact the power to deal with my account or accounts described in the Schedule at [Bank name and branch: _____], including to deposit money, request statements and certifications, and update account records.

8.2 Withdrawals and checks. The Attorney-in-Fact may withdraw from those accounts, and endorse, deposit and encash checks payable to me, up to a total of **[Monthly withdrawal limit: _____]** in any calendar month, for the purposes stated in this Power of Attorney.

8.3 Borrowing. The Attorney-in-Fact may borrow money in my name only if a lender and limit are stated in Section 6.2 or here: [Borrowing authority (lender and limit): _____]. If nothing is written here and Section 6 is not granted, the Attorney-in-Fact may not borrow in my name, except where borrowing is urgent and indispensable to preserve the Property under administration.

8.4 No lending. The Attorney-in-Fact may not lend my money to any person.

8.5 No guarantee. The Attorney-in-Fact may not bind me as a guarantor or surety for any person.

8.6 Bank requirements. A bank may require its own form of authority or a specimen signature card. The Attorney-in-Fact may sign those forms within the limits of this Section 8.

9. Government offices and registration

Power before government offices: [Power before government offices (GRANTED or NOT GRANTED): _____]

9.1 Grant. If "GRANTED" is written above, I authorize the Attorney-in-Fact to appear and act for me before the Registry of Deeds, the Bureau of Internal Revenue, the city or municipal assessor and treasurer, the Land Registration Authority, the Department of Agrarian Reform, the Housing and Land Use Regulatory Board or its successor, the Land Transportation Office, the Social Security System, the Home Development Mutual Fund (Pag-IBIG Fund), the Philippine Health Insurance Corporation, the Department of Foreign Affairs, the barangay, the homeowners' or condominium association, and any other office, in all matters about the Property and the transactions in this Power of Attorney.

9.2 Registration acts. The Attorney-in-Fact may present for registration or annotation any deed or instrument signed under this Power of Attorney, present the owner's duplicate certificate of title with

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it, pay registration fees, and receive the new certificate of title, tax declaration and official receipts.

9.3 Records. The Attorney-in-Fact may request and receive certified true copies of titles, tax declarations, tax clearances, vicinity maps, subdivision and survey plans, and similar records.

9.4 Benefits. This Section does not authorize the Attorney-in-Fact to change my beneficiaries, membership data or contributions with any government agency, unless stated here: [Extra powers for SSS, Pag-IBIG or PhilHealth records: _____].

10. Taxes and clearances

Power over taxes: [Power over taxes (GRANTED or NOT GRANTED): _____]

10.1 Grant. If "GRANTED" is written above, I authorize the Attorney-in-Fact to file returns, pay taxes and secure clearances related to the transactions in this Power of Attorney, including:

(a) capital gains tax or creditable withholding tax returns on a sale of the Real Property;
(b) documentary stamp tax returns on any deed signed under this Power of Attorney;
(c) local transfer tax with the city or municipal treasurer;
(d) real property tax, including arrears, penalties and interest; and
(e) the electronic Certificate Authorizing Registration (eCAR), tax clearance and any other certificate needed to transfer the title or the tax declaration.

10.2 Allocation of taxes. The Attorney-in-Fact shall follow any agreement with the buyer about who bears each tax. If there is no agreement, the Attorney-in-Fact shall ask for my written instructions before paying a tax that is customarily paid by the other party.

10.3 Source of payment. Taxes and fees may be paid from the price or rent received, with official receipts kept for the accounting under Section 19.

10.4 No tax compromise. The Attorney-in-Fact may not compromise, abate or settle a tax assessment, or waive a prescriptive period, unless Section 11.3 is also granted.

11. Litigation, compromise and arbitration

Power in litigation: [Power in litigation (GRANTED or NOT GRANTED): _____]

11.1 Court and agency cases. If "GRANTED" is written above, I authorize the Attorney-in-Fact to represent me in any case, action or proceeding, civil or administrative, about the Property, including ejectment, collection, quieting of title, reconstitution and registration proceedings, before any court, quasi-judicial body, barangay Lupon or office in the Philippines.

11.2 Lawyers and pleadings. The Attorney-in-Fact may engage a member of the Philippine Bar, agree to reasonable fees, verify pleadings, sign certifications against forum shopping, appear at pre-trial, mediation and judicial dispute resolution, and receive notices and judgments for me.

11.3 Compromise: [Power to compromise (GRANTED or NOT GRANTED): _____]. Only if "GRANTED" is written here, the Attorney-in-Fact may enter into an amicable settlement or compromise, sign a compromise agreement, and agree to a judgment on compromise, on terms not less favorable to me than: [Minimum terms for a compromise: _____].

11.4 Arbitration: [Power to arbitrate (GRANTED or NOT GRANTED): _____]. A power to compromise does not include a power to submit a dispute to arbitration. Only if "GRANTED" is written here, the Attorney-in-Fact may agree to submit a dispute about the Property

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to arbitration and sign an arbitration agreement.

11.5 Appeal, venue and prescription. The Attorney-in-Fact may not renounce my right to appeal from a judgment, waive an objection to venue, or abandon a prescription already acquired, unless I write "GRANTED" here: [Power to waive appeal or venue (GRANTED or NOT GRANTED): _____].

11.6 Receipts in cases. The Attorney-in-Fact may receive money or property awarded to me and shall hold it as proceeds under Section 19.

12. Inheritance and extrajudicial settlement

Power over inheritance: [Power over an inheritance (GRANTED or NOT GRANTED): _____]

12.1 Grant. If "GRANTED" is written above, I authorize the Attorney-in-Fact to act for me in the estate of the late **[Name of the deceased: _____]**, who died on [Date of death: _____], in which I am an heir.

12.2 Acceptance or repudiation. The Attorney-in-Fact may **[Accept or repudiate: _____]** my share in that inheritance. The Attorney-in-Fact may not do the opposite act.

12.3 Extrajudicial settlement. The Attorney-in-Fact may sign, for me, a deed of extrajudicial settlement of estate, with or without sale, or a deed of partition, provided my share is not less than [Minimum share in the settlement: _____], and may sign the related affidavit of publication and bond documents.

12.4 Waiver in favor of others. The Attorney-in-Fact may not waive or renounce my share in favor of a specific co-heir or other person, because that act would be a gratuitous disposition that I have not authorized.

12.5 Estate tax. If Section 10 is granted, the Attorney-in-Fact may file the estate tax return and secure the eCAR for the estate property.

13. Incidental acts

13.1 Incidental acts. For each power granted above, and within its limits, the Attorney-in-Fact may do every act conducive to carrying it out, including to:

(a) sign, file and receive letters, applications, affidavits, receipts and forms;
(b) pay fees, charges and costs needed for the transaction from the funds I provide or the proceeds received;
(c) secure documents, clearances, certifications and copies from any office;
(d) present the original of this Power of Attorney and give certified copies of it; and
(e) engage surveyors, appraisers, geodetic engineers and other professionals at reasonable fees.

13.2 Limit. No incidental act may enlarge a power. An act that is itself an act of strict dominion is authorized only if granted by name above.

14. Limitations and prohibited acts

14.1 Prohibited acts. Whatever else this Power of Attorney says, the Attorney-in-Fact may not:

(a) donate or give away any of my property, except customary gifts for charity that I approve in writing;

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(b) buy or acquire the Property or any part of it, personally or through another person, unless I consent by writing "I CONSENT" here: [Consent to purchase by the attorney-in-fact: _____];
(c) sell, lease or mortgage the Property to his or her spouse, child, parent, sibling, business partner or a company he or she controls, unless I approve the transaction in writing after full disclosure;
(d) bind me to render a service without compensation, to enter into a partnership, or to act as guarantor or surety;
(e) novate, condone or waive any obligation owed to me without payment;
(f) ratify or recognize obligations contracted before this Power of Attorney; or
(g) make a will or any act that the law requires me to do personally.

14.2 Conflict of interest. If the Attorney-in-Fact's own interest conflicts with mine in any transaction, the Attorney-in-Fact shall tell me in writing before acting, shall prefer my interest, and shall not act until I give written instructions.

14.3 Special instructions. I also give these instructions: [Special instructions: _____]. These instructions bind the Attorney-in-Fact. I understand that third persons who rely in good faith on the written terms of this Power of Attorney are not bound by private instructions that are not written in it.

15. Minimum price and terms of sale

15.1 Minimum price. The Attorney-in-Fact may not sell the Real Property for a price lower than **[Minimum selling price: _____]**, net of the broker's commission and of any tax that I agree to bear.

15.2 Payment terms. The price shall be paid [Payment terms: _____]. The Attorney-in-Fact may not accept payment by any other method, or agree to installments, without my prior written approval.

15.3 Taxes and costs. Unless I agree otherwise in writing, the costs of the sale shall be allocated as follows: [Allocation of taxes and costs: _____].

15.4 Approval of buyer. Before signing a Deed of Absolute Sale, the Attorney-in-Fact shall send me the buyer's name, the price and the draft deed, and wait [Days to object to a sale: _____] days for any objection. If I object in writing within that time, the Attorney-in-Fact shall not sign.

15.5 Effect on third persons. These limits are written in this Power of Attorney so that a buyer can see them. A buyer who deals with the Attorney-in-Fact outside these written limits does so at the buyer's own risk.

16. Substitution

16.1 Substitution: [Substitution (ALLOWED or PROHIBITED): _____]. If "ALLOWED" is written here, the Attorney-in-Fact may appoint a substitute to perform any specific act under this Power of Attorney, by a written and notarized instrument that names the substitute and the act. If "PROHIBITED" is written, or if nothing is written, the Attorney-in-Fact may not appoint a substitute, and any act done by a substitute appointed against this prohibition is void.

16.2 Responsibility. The Attorney-in-Fact remains responsible to me for the acts of a substitute where the law makes him or her responsible, including when the substitute is notoriously incompetent or insolvent.

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16.3 Notice. The Attorney-in-Fact shall tell me in writing of any substitution within three days after it is made, with a copy of the instrument of substitution.

17. Two or more attorneys-in-fact

17.1 Second attorney-in-fact. If I appoint a second attorney-in-fact, that person is: [Second attorney-in-fact (name, address, ID): _____]. If no second attorney-in-fact is named, this Section does not apply.

17.2 Manner of acting. Where two attorneys-in-fact are named, they shall act **[Joint or several: _____]**. If "jointly" is chosen, every document must be signed by both. If "severally" is chosen, either may act alone.

17.3 Liability. Two or more attorneys-in-fact are not solidarily liable to me unless solidarity is expressly stated. I state that they shall be: [Solidary liability of co-attorneys: _____].

18. Duties of the attorney-in-fact

18.1 Performance. By accepting this Power of Attorney, the Attorney-in-Fact binds himself or herself to carry it out and is liable for damages that my affairs suffer through his or her non-performance.

18.2 Instructions and care. The Attorney-in-Fact shall follow my instructions. Where I have given none, the Attorney-in-Fact shall do all that a good father of a family would do, as the nature of the business requires.

18.3 Information. The Attorney-in-Fact shall keep me informed of every offer, demand, notice and material development about the Property, and shall reply to my written requests for information within seven days.

18.4 Safekeeping. The Attorney-in-Fact shall keep the owner's duplicate certificate of title, deeds, receipts and other documents in a safe place, shall not use them for any purpose outside this Power of Attorney, and shall return them to me on demand or when this Power of Attorney ends.

18.5 Urgent business. If I die while a transaction under this Power of Attorney is in progress, the Attorney-in-Fact shall finish the business already begun if delay would cause danger, and shall otherwise stop acting and inform my heirs.

19. Accounting and turnover of proceeds

19.1 Duty to account. The Attorney-in-Fact shall render to me a written account of every transaction under this Power of Attorney, with copies of contracts, official receipts and bank records, within **[Days to render an account: _____]** days after the transaction is completed and at the end of this Power of Attorney. This duty cannot be waived, and I do not waive it.

19.2 Turnover. The Attorney-in-Fact shall deliver to me everything received under this Power of Attorney, even if it was not owed to me, after deducting only the taxes, fees and expenses allowed by Section 20.

19.3 Designated account. All money received shall be deposited, within [Banking days to deposit money received: _____] banking days after receipt, in my account: [Principal's bank account for proceeds: _____]. The Attorney-in-Fact shall not mix my money with his or her own.

19.4 Interest. If the Attorney-in-Fact applies any of my money to his or her own use, the Attorney-in-

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Fact owes interest on it from the day of that use, and on any amount still owed after this Power of Attorney ends.

19.5 Records. The Attorney-in-Fact shall keep the records of each transaction for at least [Years to keep records: _____] years after this Power of Attorney ends and shall let me or my representative inspect them.

20. Compensation, advances and reimbursement

20.1 Compensation. An agency is presumed to be for compensation unless shown otherwise. I state that the Attorney-in-Fact shall receive: **[Compensation of the attorney-in-fact: _____]**.

20.2 Advances and reimbursement. I shall provide the funds the Attorney-in-Fact needs to carry out this Power of Attorney. If the Attorney-in-Fact advances such funds without fault, I shall reimburse them with interest from the day of the advance, on presentation of official receipts.

20.3 Indemnity. I shall indemnify the Attorney-in-Fact for any damage that carrying out this Power of Attorney causes him or her, without fault or negligence on his or her part.

20.4 Expense limit. The Attorney-in-Fact shall obtain my prior written approval for any single expense above [Single expense needing approval: _____], except taxes and registration fees that the law imposes on a transaction I have authorized.

21. Liability of the attorney-in-fact

21.1 Fraud and negligence. The Attorney-in-Fact is liable to me for fraud and for negligence. Negligence shall be judged with more or less rigor depending on whether the Attorney-in-Fact is paid.

21.2 No waiver of fraud. Nothing in this Power of Attorney waives any action for future fraud, and any reading that would do so is void.

21.3 Acts beyond authority. The Attorney-in-Fact is personally liable to third persons for acts beyond the powers granted here, unless I ratify them, or unless the third person knew the limits of the authority.

21.4 Good faith. The Attorney-in-Fact is not liable for loss caused by a fortuitous event, or by acting in good faith on my written instructions, if he or she was otherwise without fault.

22. Confirmation of lawful acts

22.1 Confirmation. I hereby confirm all acts that the Attorney-in-Fact lawfully does or causes to be done within the powers granted in this Power of Attorney, and I agree to be bound by the obligations the Attorney-in-Fact contracts within those powers.

22.2 Acts outside the powers. An act done in my name outside the powers granted here does not bind me unless I ratify it expressly or tacitly. I shall decide on ratification within a reasonable time after receiving full information about the act.

22.3 No advance ratification. The confirmation in Section 22.1 does not cover acts outside the powers granted, and it does not enlarge any power.

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23. Reliance by third persons

23.1 Presentation. Any third person who deals with the Attorney-in-Fact may require presentation of the original of this Power of Attorney or a certified true copy, together with a current identification document of the Attorney-in-Fact.

23.2 Reliance. An act of the Attorney-in-Fact within the written terms of this Power of Attorney shall be treated, as to third persons, as within the scope of the authority, even if the Attorney-in-Fact has in fact exceeded my private instructions.

23.3 Confirmation of status. A third person may ask me in writing, at the address in Section 1.4, to confirm that this Power of Attorney has not been revoked. A written reply from me binds me as to the facts stated.

23.4 Copies. A photocopy or scanned copy of this Power of Attorney has no effect unless the third person accepts it. A government office may keep a certified copy for its records.

24. Effectivity and term

24.1 Effectivity. This Power of Attorney takes effect on the date of its acknowledgment before a notary public, or, if signed abroad, on the date of its acknowledgment before a Philippine consular officer or a foreign notary public.

24.2 Term. This Power of Attorney ends on **[End date of the power: _____]**, unless it ends earlier under Section 25 or Section 26.

24.3 Completion of purpose. Each specific power ends when the transaction for which it was granted is fully accomplished. For example, the power to sell ends when the sale is completed and the title has been transferred.

25. Termination by law

25.1 Grounds. By law, this Power of Attorney ends:

(a) when I revoke it;
(b) when the Attorney-in-Fact withdraws;
(c) on the death, civil interdiction, insanity or insolvency of either me or the Attorney-in-Fact;
(d) when its purpose has been accomplished; or
(e) when the period in Section 24.2 expires.

25.2 No durable effect. I understand that Philippine law does not allow this Power of Attorney to continue after my insanity, and that it ends on my death except where Section 28.3 applies to an agency constituted in the common interest of the Attorney-in-Fact and me, or in the interest of a third person who has accepted a stipulation in his or her favor. If I lose capacity, my family must seek the appointment of a guardian by the proper court.

25.3 Acts in good faith. Acts done by the Attorney-in-Fact without knowledge of my death or of any other cause that ended this Power of Attorney are valid as to third persons who contracted with him or her in good faith.

25.4 Death of the Attorney-in-Fact. If the Attorney-in-Fact dies, his or her heirs shall notify me promptly and, in the meantime, take the measures that circumstances require to protect my interests.

25.5 Return of documents. When this Power of Attorney ends, the Attorney-in-Fact, or his or her heirs, shall return to me, or to my heirs, the original of this Power of Attorney and every document

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and amount held for me.

26. Revocation and notice

26.1 Right to revoke. I may revoke this Power of Attorney at any time, in whole or in part, expressly or impliedly, and may require the Attorney-in-Fact to return this document. Section 28 is the only exception.

26.2 Manner of revocation. I shall revoke by a written and notarized Revocation of Special Power of Attorney, delivered to the Attorney-in-Fact personally, by registered mail or by courier to the address in Section 2.1, and by email to [Attorney-in-fact's email for notices: _____].

26.3 Notice to specified persons. If the Attorney-in-Fact has been dealing with a specific buyer, lessee, bank or other person about the Property, I shall also send written notice of the revocation to that person, because a revocation does not prejudice such persons until they receive notice.

26.4 Notice to the public. If I consider it useful, I may also publish notice of the revocation in a newspaper of general circulation.

26.5 Registry of Deeds. If this Power of Attorney has been registered with the Registry of Deeds, I shall register the instrument of revocation with the same Registry of Deeds.

26.6 Duties on revocation. On receiving notice of revocation, the Attorney-in-Fact shall stop acting, except to do what is needed to avoid loss, and shall render the account and make the turnover required by Section 19 within fifteen days.

27. Effect on prior powers of attorney

27.1 Prior powers. This Power of Attorney **[Revokes or does not revoke prior powers: _____]** any earlier power of attorney I have granted to another person over the same Property or the same transactions.

27.2 Effect. If this Power of Attorney revokes an earlier one, the revocation takes effect when the earlier attorney-in-fact receives notice of this appointment. I shall send that notice and, where the earlier power was registered, register a revocation.

27.3 Other matters. This Power of Attorney does not affect any power of attorney I have granted over property or matters not covered here, except that, as to the specific matters in this Power of Attorney, any earlier general power held by another person is revoked to that extent.

28. Irrevocability (optional)

28.1 Irrevocability (optional): [Irrevocability (APPLIES or DOES NOT APPLY): _____]. This Section applies only if "APPLIES" is written above and the facts below are true. Otherwise this Power of Attorney is revocable under Section 26.

28.2 Basis. This Power of Attorney is the means of fulfilling the following obligation already contracted, or a bilateral contract that depends on it: [Obligation or contract the power secures: _____].

28.3 Effect. To the extent allowed by law, this Power of Attorney may not be revoked while that obligation or contract subsists. If the agency is constituted in the common interest of the Attorney-in-Fact and me, or in the interest of a third person who has accepted the stipulation in his or her favor, it continues after my death to the extent allowed by law.

28.4 No effect otherwise. I understand that calling this Power of Attorney "irrevocable" does not

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make it so unless the conditions in Section 28.2 exist.

29. Withdrawal by the attorney-in-fact

29.1 Notice. The Attorney-in-Fact may withdraw from this agency by giving me written notice at the address in Section 1.4 at least [Days of notice for withdrawal: _____] days in advance.

29.2 Damages. If I suffer damage from the withdrawal, the Attorney-in-Fact shall indemnify me, unless he or she withdraws because continuing would cause him or her grave detriment.

29.3 Continuation. Even after giving notice of withdrawal for a valid reason, the Attorney-in-Fact shall continue to act until I have had a reasonable opportunity to take the necessary steps to meet the situation.

29.4 Handover. On withdrawal, the Attorney-in-Fact shall render the account, turn over all money and documents, and deliver the original of this Power of Attorney to me or to the person I name in writing.

30. Registration, stamp tax and copies

30.1 Documentary stamp tax. The documentary stamp tax due on this Power of Attorney (PHP 10.00 under section 193 of the National Internal Revenue Code, as amended) shall be paid by [Who pays the documentary stamp tax: _____], and proof of payment shall be attached to the original.

30.2 Registration. If the Attorney-in-Fact will sell, mortgage or otherwise deal with the Real Property, which is registered land, the Attorney-in-Fact shall register this Power of Attorney with the Registry of Deeds of the province or city where the land lies, before or together with the deed signed under it. The registration fees shall be paid as part of the transaction costs.

30.3 Owner's duplicate title. I shall deliver to the Attorney-in-Fact the owner's duplicate certificate of title when it is needed to register a deed signed under this Power of Attorney, and the Attorney-in-Fact shall acknowledge receipt in writing.

30.4 Originals and copies. This Power of Attorney is signed in [Number of originals: _____] originals. Each original has the same effect. The notary public keeps one copy in the notarial records as the law requires.

30.5 Electronic notarization. If this Power of Attorney is made as an electronic document, it shall be notarized under the Rules on Electronic Notarization. If it is printed and signed by hand, it shall be notarized under the 2004 Rules on Notarial Practice.

31. Governing law and use abroad

31.1 Governing law. This Power of Attorney is governed by the laws of the Republic of the Philippines, in particular the Civil Code provisions on agency.

31.2 Signing abroad. If I sign this Power of Attorney outside the Philippines, I shall either:

(a) acknowledge it before a consular officer of the Philippine Embassy or Consulate, in which case Philippine formalities apply; or
(b) acknowledge it before a notary public or other competent official of the country where I sign, and then have it apostilled by the competent authority of that country if that country is a party to the Apostille Convention, or authenticated as the Philippine Rules of Court require if it is not.

31.3 Venue. Any action between the Attorney-in-Fact and me about this Power of Attorney shall be

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filed in the proper court of [City for venue of disputes: _____], without prejudice to the barangay conciliation process where it applies.

32. Severability and interpretation

32.1 Severability. If any provision of this Power of Attorney is held invalid or unenforceable, the rest remains in effect, and the invalid provision shall be read as granting the widest lawful authority that is consistent with my intent and with the limits in Section 14.

32.2 Interpretation. Headings are for convenience only. The singular includes the plural, and each gender includes the others. "Including" means "including without limitation". Words of special power shall be read strictly; words of limitation shall be read in my favor.

32.3 Language. This Power of Attorney is written in English. If I also sign a translation, the English text controls.

32.4 Entire instrument. This Power of Attorney, with its Schedule, is the whole of the authority I give the Attorney-in-Fact for the matters it covers. It may be amended only by a written and notarized instrument signed by me.

IN WITNESS WHEREOF, I have signed this Special Power of Attorney on [Date of signing: _____] at [City or municipality of signing: _____], Philippines, and have signed each page of it on the left margin.

[Full name of the principal: _____]
Principal
[Principal's ID type and number: _____]

WITH MY MARITAL CONSENT:

I, **[Full name of the spouse: _____]**, of legal age, the Spouse of the Principal, state that the Property forms part of our absolute community or conjugal partnership property, or that I have a marital interest in it. I give my written consent to the acts authorized in this Power of Attorney, including any sale or mortgage of the Real Property under Sections 5, 6 and 15. My consent is limited to the transactions and limits stated in this Power of Attorney.

[Full name of the spouse: _____]
Spouse of the Principal
[Spouse's ID type and number: _____]

CONFORME:

I, **[Full name of the attorney-in-fact: _____]**, accept my appointment as Attorney-in-Fact. I have read this Power of Attorney, I understand its limits and my duties, including my duty to account, and I agree to act in accordance with it.

[Full name of the attorney-in-fact: _____]
Attorney-in-Fact
[Attorney-in-fact's ID type and number: _____]

SIGNED IN THE PRESENCE OF:

[First witness: _____]
Witness
[Second witness: _____]

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Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
[City or province of the notary: _____]) S.S.

BEFORE ME, a Notary Public for and in [City or province of the notary: _____], Philippines, on [Date of notarization: _____], personally appeared:

Name

Competent evidence of identity

Date and place issued

[Full name of the principal: _____]

[Principal's ID type and number: _____]

[Principal's ID: date and place issued: _____]

[Full name of the spouse: _____]

[Spouse's ID type and number: _____]

[Spouse's ID: date and place issued: _____]

[Full name of the attorney-in-fact: _____]

[Attorney-in-fact's ID type and number: _____]

[Attorney-in-fact's ID: date and place issued: _____]

known to me, or identified by me through the competent evidence of identity shown above, to be the same persons who executed the foregoing Special Power of Attorney, and who acknowledged to me that the same is their free and voluntary act and deed. Each of them signed the instrument and my notarial register in my presence.

This instrument, consisting of [Number of pages: _____] pages, including the page on which this Acknowledgment is written, refers to a Special Power of Attorney over the Property described in it, and has been signed by the Principal, the Spouse, the Attorney-in-Fact and their instrumental witnesses on each and every page.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first written above.

[Name of the notary public: _____]
Notary Public for [City or province of the notary: _____]
Commission No. [Notarial commission number: _____], valid until [Commission expiry: _____]
Office address: [Notary's office address: _____]
Roll of Attorneys No. [Roll of Attorneys number: _____]
PTR No. [PTR number, date and place: _____]
IBP No. [IBP number: _____]

Doc. No. [Doc. No.: _____];
Page No. [Page No.: _____];
Book No. [Book No.: _____];

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Series of [Series year: _____].

SCHEDULE: PROPERTY AND ACCOUNT DETAILS

A. Real Property

Item

Details

Title number (TCT or CCT)

[Title number: _____]

Registry of Deeds

[Registry of Deeds: _____]

Registered owner

[Registered owner on the title: _____]

Lot, block and survey plan

[Lot, block and survey plan: _____]

Area

[Lot area in square meters: _____] square meters

Location

[Location of the property: _____]

Tax Declaration No.

[Tax declaration number: _____]

Improvements

[Improvements on the land: _____]

B. Other property and accounts

[Other property covered (vehicle, account): _____]

C. Bank accounts covered by Section 8

[Bank accounts covered by Section 8: _____]

D. Summary of powers granted

Power

Section

Choice

Sell

5

[Power to sell (GRANTED or NOT GRANTED): _____]

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Mortgage

6

[Power to mortgage (GRANTED or NOT GRANTED): _____]

Lease

7

[Power to lease (GRANTED or NOT GRANTED): _____]

Loans and bank accounts

8

[Power over bank accounts (GRANTED or NOT GRANTED): _____]

Government offices

9

[Power before government offices (GRANTED or NOT GRANTED): _____]

Taxes

10

[Power over taxes (GRANTED or NOT GRANTED): _____]

Litigation

11

[Power in litigation (GRANTED or NOT GRANTED): _____]

Compromise

11.3

[Power to compromise (GRANTED or NOT GRANTED): _____]

Arbitration

11.4

[Power to arbitrate (GRANTED or NOT GRANTED): _____]

Inheritance

12

[Power over an inheritance (GRANTED or NOT GRANTED): _____]

Substitution

16

[Substitution (ALLOWED or PROHIBITED): _____]

E. Documents attached

Copies of the following are attached and signed by the Principal on each page: (1) the certificate of

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title; (2) the latest tax declaration; (3) the Principal's identification document; (4) the Attorney-in-Fact's identification document; and (5) [Other attached documents: _____].

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