

AGREEMENT AND GRANT OF POWER OF ATTORNEY

This Agreement and Grant of Power of Attorney (the “Agreement”) is entered into between _____ (the “Bondholder”), on the one hand, and Azucena Enterprises LLC, a domestic for-profit limited liability company established under the laws of the Commonwealth of Puerto Rico (“Azucena”), and ABF Advisory, LLC, a for-profit limited liability company established under the laws of the State of Delaware, on the other hand (collectively, the “Parties”), for good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, on the following terms and conditions effective as of _____ (the “Effective Date”).

1. **Hiring of Azucena.**

(a) The Bondholder hereby hires Azucena to provide consulting services, including in part organizational, advocacy, public relations and negotiating services, to the Bondholder in connection with the claim of the Bondholder for payments of all amounts due to the Bondholder as the holder of the defaulted Chinese government bonds identified on Exhibit A attached hereto (the “Bonds”). Azucena agrees to provide such services worldwide to the Bondholder from Puerto Rico, and shall act as the Bondholder’s sole and exclusive representative worldwide in seeking and collecting payment and obtaining satisfaction for the Bondholder of all amounts, and any other thing of value due under the Bonds. For such purposes Azucena shall act, with the Bondholder’s consent which is hereby provided, as Advisory’s designee under the power of attorney set forth in Section 2 of this Agreement. The Bondholder does not request, and neither Azucena nor Advisory shall provide, any legal, financial, investment, securities, trustee or fiduciary services. By entering into this Agreement, the Bondholder does not become a member or otherwise participate in the governance, decisions or profits of the other Parties, nor does this Agreement create any partnership or joint venture with the Bondholder. It is understood and agreed that Azucena may be hired by, represent and act for other bondholders.

(b) All decisions made by Azucena during the term of this Agreement with respect to the Bonds will be binding on the Bondholder, *provided, however*, that Azucena shall not have any authority to: (i) obligate the Bondholder to pay any monies other than the disbursement of proceeds received as payment on the Bonds to the persons and for the purposes described in this Agreement; or (ii) to reach any agreement, settlement or compromise of the Bondholder’s claims for payment on the Bonds or to provide releases and waivers with any obligors or prospective obligors of the Bonds, unless any such agreements, settlements or compromises or releases or waivers treat all holders of other defaulted bonds issued by the Chinese government prior to 1950 for which Azucena has similar authority in a *pro rata* manner based on the similarity of issues, series and amounts of such bonds owned by such other holders as provided in this Agreement.

2. **Power of Attorney.** The Bondholder hereby makes, constitutes and irrevocably appoints Advisory and Advisory’s designees, including without limitation Azucena, separately and individually, with full power of substitution and resubstitution, the Bondholder’s representative, agent and true and lawful attorney-in-fact, with the power of attorney set forth herein, to act on behalf of the Bondholder on all matters with respect to the Bonds. All references in this Agreement to Azucena as having the Bondholder’s power of attorney shall be deemed to be references to Azucena as Advisory’s designee. The Bondholder shall not grant any power of attorney to any

person, entity or government other than Advisory and Advisory's designees, including without limitation Azucena, to act on behalf of the Bondholder on any matters with respect to the Bonds, and the Bondholder hereby represents and warrants to Advisory and Azucena that any such other power of attorney which may have existed is fully and unconditionally revoked and void, and that any and all such revocation has been duly effectuated and disclosed to Advisory and Azucena. The power of attorney hereby given by the Bondholder, exclusive of any other power of attorney or representation concerning this subject matter, shall include without limitation the authority:

(a) to negotiate, reach agreements for the payment, settlement and/or compromise of the Bondholder's claims for payment on the Bonds and to negotiate, communicate, deal, reach agreement, settle and compromise, release and grant waivers to any obligors or prospective obligors (including the People's Republic of China and the Republic of China (Taiwan)) of the Bonds (provided that any such agreements, settlements or compromises or releases or waivers treat all holders of other defaulted bonds issued by the Chinese government prior to 1950 for which Azucena has similar authority in *a pro rata* manner based on the similarity of issues, series and amounts of such bonds owned by such other holders) and to communicate, negotiate and reach agreements with others such as public, private and quasi-public entities, and any government or agency thereof worldwide, including without limitation the United States Government;

(b) to sign, execute, endorse, certify, acknowledge, file and record any documents, agreements, certificates or other instruments (including an endorsement, delivery, assignment and surrender of the Bonds) related to the claim of bondholders for payments due under the Bonds, including any settlement or release of the Bondholder's claims thereunder and the disbursement of any proceeds to which the Bondholder is entitled in accordance with this Agreement; *provided, however,* that Azucena shall not have any authority to obligate the Bondholder to pay any monies other than the disbursement of proceeds received as payment on the Bonds to the persons and for the purposes described in this Agreement; and

(c) to engage and hire legal counsel, accountants and other professionals selected by Azucena, to represent and advise Azucena or the Bondholder as the case may be, if in Azucena's sole discretion such engagement or hiring is necessary or convenient; *provided, however,* that Azucena will not be legal counsel, tax, accounting or financial advisor to the Bondholder and the Bondholder shall not contend otherwise.

The Bondholder authorizes such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with the foregoing, hereby giving such attorney-in-fact full power, discretion and authority to act to the same extent as if the undersigned were personally present, and hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

The disbursements provided under Section 5(b), 5(c), 5(d) and 5(e) of this Agreement are the reasonable compensation to which Azucena and persons providing services to Azucena are entitled for their services to the Bondholder under this Agreement, including in part the portion to be donated to charity. Such services may require years of effort. In lieu of the Bondholder's timely payments in cash for services when and as services are rendered, the Bondholder hereby receives credit in the form of a loan for the value of the services undertaken herein, and as security for such loan the Bondholder gives custody and possession of the Bonds as well as the power of attorney

granted under this Agreement. It is further understood and agreed that third-parties engaged to help carry out the purposes of this Agreement, including without limitation contractors, agents, consultants and advisors, may rely on the security and other rights hereby given by the Bondholder in order to extend credit to Azucena in the form of a loan for their services. Accordingly, Advisory and its designees, including without limitation Azucena, have an interest in the power of attorney set forth in this Section 2 continuously from the beginning to the end of the term of this Agreement.

The power of attorney given and set forth in this Section 2 is a special power of attorney coupled with an interest, is **IRREVOCABLE**, and shall survive the death, insanity, disability or incapacity of the Bondholder. The termination of the power of attorney in this Section 2 by the Bondholder, or by the Bondholder's heirs, beneficiaries, successors, assigns, executor or trustee, shall constitute a breach of this Agreement for which Azucena shall be entitled to the total amount of the disbursements contemplated in Section 5(b), 5(c), 5(d) and 5(e) of this Agreement as liquidated damages and not as a penalty. Execution of any document by Advisory or its designees, including without limitation Azucena, as attorney-in-fact for the Bondholder shall be deemed by third parties to be conclusive evidence of the authority of Advisory or its designees, including without limitation Azucena, so to act.

3. Engagement of Consultants, Financial Institutions, Professionals and Intermediaries; Limitation of Liability; Expenses.

(a) In connection with the rendering of services by Azucena pursuant to this Agreement, it has and/or will become necessary for Azucena to retain and engage consultants, advisors, financial institutions, intermediaries and professionals to provide services to Azucena and/or the Bondholder. Financial institutions and accounting firms or others may be engaged by Azucena on behalf of the Bondholder to provide custodial, escrow, financial, advisory or administrative services to Azucena and/or the Bondholder in Azucena's discretion.

(b) The Bondholder acknowledges that it is a customary practice for such financial institutions and accounting firms and other similar professionals, advisors, or institutions serving in such custodial, administrative, financial, advisory or escrow capacities to obtain contractual limitations on and/or releases of potential liability to which they might otherwise be subject from the recipients or beneficiaries of such services. Accordingly, the Bondholder hereby releases any financial institution (including but not limited to banks and trust companies), accounting firm, advisor, or other person or entity which provides custodial, escrow, financial, advisory or administrative services to Azucena and/or the Bondholder from any liability or damages to the Bondholder arising from, related to or with respect to any custodial, escrow, financial, advisory or administrative services provided to Azucena and/or the Bondholder, except for any liability or damages to the Bondholder caused by the intentional misconduct or gross negligence of such financial institution (including but not limited to banks and trust companies), accounting firm, advisor, or other person or entity. The Bondholder reaffirms that the grant of the power of attorney created by Bondholder in this Agreement in favor of Azucena includes the authority, discretion and power of Azucena or its designees to enter into contracts, including contracts consistent with the preceding release of liability, with financial institutions, accounting firms, advisors and other similar professionals or institutions to provide custodial, administrative, escrow, advisory and/or financial services to Azucena and/or the Bondholder related to the Bonds and this Agreement. Nothing herein limits Azucena's liability for breach of this Agreement.

(c) Likewise the Bondholder hereby releases Azucena, as well as Azucena's members, officers, employees, consultants, agents, contractors and advisors, from any liability or damages to the Bondholder arising from, related to or with respect to this Agreement, except for any liability for damages to the Bondholder caused by a breach of this Agreement, intentional misconduct or gross negligence of Azucena.

(d) The Bondholder acknowledges that Azucena has incurred and will incur expenses and costs in connection with its performance under and related to this Agreement, including expenses of engaging consultants, financial institutions, intermediaries, advisors and professionals to provide services to Azucena and the Bondholder related to this Agreement and the Bonds. It is hereby agreed that Azucena is authorized to pay and/or receive reimbursement for all such *bona fide* expenses and costs in accordance with this Agreement.

4. Pooling of Bonds and Bonds Proceeds.

(a) The Bondholder acknowledges that if Azucena is able, on behalf of the Bondholder and other holders of defaulted Chinese government bonds affiliated with Azucena ("Other Azucena Bondholders"), to conclude sales, settlements or collections (or otherwise obtain proceeds) of the Bonds and of other defaulted Chinese government bonds owned by Other Azucena Bondholders ("Other Azucena Bondholders' Bonds"), such sales, settlements or collections will likely not be structured as a single sale, settlement and/or collection of all Bonds and all Other Azucena Bondholders' Bonds. The Bondholder agrees that Advisory and its designee Azucena are authorized to and shall treat all proceeds received with respect to the Bonds and All Other Azucena Bondholders' Bonds that are allocable and payable to the Bondholder and Other Azucena Bondholders under this Agreement (and similar Agreements and Grant of Power of Attorney with Other Azucena Bondholders) as a single aggregated pool of proceeds attributable to all such Bonds and Other Azucena Bondholders' Bonds. Azucena shall distribute that single aggregated pool of proceeds to and among the Bondholder and the Other Azucena Bondholders *pro rata* based on the relative value of all the bonds owned by Bondholder, on the one hand, and all the Other Azucena Bondholders' Bonds, on the other hand, taking into account any differences in value related to different issues, issue date, series, coupons, interest rates and principal amount. (For example, all Chinese Government 5% Reorganization Gold Loan of 1913 Bearer Bonds of the same original principal amount with similar numbers of semi-annual interest coupons attached shall be treated as having equal value.) Any good faith determination made by Azucena, based on a professional appraisal, of the relative value of some or all of the bonds owned by the Bondholder and all the Other Azucena Bondholders' Bonds taking into account differences in value related to different issues, issue date, series, coupons, interest rates and principal amount shall be binding and conclusive on the Bondholder and all Other Azucena Bondholders. Such *pro rata* share for a particular Bondholder determined in accordance with this Section 4 is referred to subsequently as the "Bondholder's Pro Rata Share".

(b) For purposes of this Agreement: (i) the terms "Bondholder" and "Other Azucena Bondholders" are subsequently referred to collectively as "All Azucena Bondholders"; and (ii) the terms "Bonds" and "Other Azucena Bondholders' Bonds" are subsequently referred to collectively as the "Azucena Pool of Bonds".

(c) In the event that Azucena concludes sales, settlements or collections for less than all Azucena Pool of Bonds and determines that it is not reasonably possible to conclude additional sales, settlements or collections of all the remaining Azucena Pool of Bonds (the “Uncollected Bonds”), then Azucena, in its sole discretion, is authorized to divide, allocate and distribute the Uncollected Bonds, including undivided interests therein, to and among All Azucena Bondholders *pro rata* in such manner as Azucena reasonably determines in good faith based on the relative value of the Bondholder’s Bonds, on the one hand, and all Other Azucena Bondholders’ Bonds, on the other hand, calculated without regard to whether any particular bondholder’s bonds were included in one of the sales, settlements or collections. Any good faith determination made by Azucena shall be binding and conclusive on All Azucena Bondholders.

(d) Almost all Azucena Pool of Bonds consist of defaulted Chinese Government bonds that are Chinese Government 5% Reorganization Gold Loan of 1913 Bearer Bonds (the “1913 Gold Bonds”). The remaining Azucena Pool of Bonds consist of a small number of defaulted Chinese Government bonds that are not Chinese Government 5% Reorganization Gold Loan of 1913 Bearer Bonds (the “Non-1913 Gold Bonds”). In order to facilitate the administration of the sale, settlement and collection of Azucena Pool of Bonds, Azucena is further authorized to apply a portion of the proceeds received from any sales, settlements or collections of any bonds in Azucena Pool of Bonds that are 1913 Gold Bonds to the purchase of Non-1913 Gold Bonds from any Bondholder who is the owner of such Non-1913 Gold Bonds at such prices as Azucena shall determine in good faith based on a professional appraisal. Such purchases of Non-1913 Gold Bonds shall be conducted on a *pro rata* basis as proceeds are received from sales, settlements and collections of the 1913 Gold Bonds in relative proportion that the value of the Non-1913 Gold Bonds in Azucena Pool of Bonds bears to the value of the 1913 Gold Bonds in Azucena Pool of Bonds. (Such valuation shall be made in good faith by Azucena, based on a professional appraisal, and shall be conclusively binding on All Azucena Bondholders.) A Bondholder who is the owner of Non-1913 Gold Bonds hereby irrevocably agrees to sell such Non-1913 Gold Bonds to Azucena at the price offered by Azucena, as determined by Azucena. The result of the above will be to segregate the relatively few existing Non-1913 Gold Bonds from the 1913 Gold Bonds in Azucena Pool of Bonds and provide for the owners of the Non-1913 Gold Bonds to receive distributions of sales, settlements or collections concurrently and *pro rata* with all other bondholders based on the respective valuation of the 1913 Gold Bonds and the Non-1913 Gold Bonds.

5. Disbursements. The Bondholder authorizes, agrees and consents that the aggregate proceeds received on account of the Azucena Pool of Bonds (the “Proceeds”) shall be distributed to the following persons and entities as follows:

(a) fifty percent (50%) of the Proceeds to All Azucena Bondholders in accordance with each Bondholder’s Pro Rata Share;

(b) an additional portion of the Proceeds equal to the charitable contributions made to the not-for-profit charitable limited liability company ABF Charities, LLC, as provided in Section 5(e)(2) below, allocated to All Azucena Bondholders in accordance with each Bondholder’s Pro Rata Share, to be dedicated by ABF Charities, LLC to, and used for, such charitable purposes as ABF Charities, LLC may determine in its sole discretion;

(c) five percent (5%) of the Proceeds to such persons as Azucena designates under this provision (collectively, the “Designees”) for their services, through Azucena, on behalf of All Azucena Bondholders;

(d) to such persons and entities for transaction costs and expenses, including out of pocket expenses, incurred in connection with the sale, collection or settlement of any of Azucena Pool of Bonds or otherwise in connection with the generation of the Proceeds; and

(e) the balance: (1) *first*, to Azucena, as its sole property for its own account, in an amount equal to five percent (5%) of the Proceeds, then (2) *second*, to Azucena in its capacity as agent for All Azucena Bondholders, the balance of the Proceeds up to a maximum amount equal to twenty-five percent (25%) of the Proceeds as a charitable contribution made on behalf of All Azucena Bondholders to ABF Charities, LLC (the not-for-profit charitable limited liability company) (none of the amounts in this Section 5(e)(2) shall be the property of Azucena), then (3) *third*, if any, the remaining balance to Azucena. It is hereby agreed that all of Azucena’s income from disbursements under this Section 5 will be compensation for Azucena’s services.

The Bondholder authorizes the total payment or other proceeds allocable to the Bondholder’s Bonds to be deposited into a trust account established by Azucena or other escrow account designated by Azucena, with a trustee or escrow agent selected and authorized by Azucena in its discretion, for the benefit of the Bondholder and/or other holders of defaulted Chinese government bonds for distribution in accordance with the allocations described above. Azucena’s actions as contemplated in this paragraph are included in the power of attorney provided in Section 2 of this Agreement which Azucena shall exercise as Advisory’s designee.

6. Administrative Fee. The parties agree that Azucena, in addition to providing the services described in this Agreement, will incur expenses and costs incident to the provision of such services to include physical, electronic and data security; travel costs; legal costs; accounting costs; and other costs and expenses. To help cover expenses and costs that Azucena may incur in its discretion, and in addition to Azucena’s compensation under Section 5 of this Agreement, the Bondholder shall pay to Azucena, in cash by certified check or wire transfer of immediately available funds to Azucena’s account, on or prior to the effective date of the Bondholder Agreement specified in the preamble hereto (the “Effective Date”), a non-refundable administrative fee equal to five hundred (\$500) U.S. dollars for each Azucena Bondholder account and ten (\$10) U.S. dollars per Bond (the “Administrative Fee”). The Bondholder covenants and agrees hereby that if the Bondholder fails to pay the Administrative Fee to Azucena by the Effective Date, and the Bondholder continues to fail to pay Azucena the Administrative Fee fifteen (15) calendar days after written notice thereof has been delivered by Azucena to the Bondholder’s address set forth in this Agreement, the Bondholder shall, automatically and without any further action by the parties, forfeit to Azucena, as liquidated damages for the Bondholder’s breach hereof and not a penalty, all right, title, benefit and interest of the Bondholder in and to all of the Bondholder’s Bonds under this Agreement.

7. Term. This Agreement shall continue until terminated by mutual consent of the Parties, or until the trust or escrow account established by Azucena for the benefit of the Bondholder and/or other holders of defaulted Chinese government bonds, for which Azucena is serving as attorney-in-fact as Advisory’s designee, has received the net proceeds to which the Bondholder is entitled in accordance with the terms of this Agreement. Azucena or Advisory may terminate this Agreement (by written notice to the Bondholder) if the Bondholder fails to fulfill the Bondholder’s

obligations under this Agreement, in which event the Bondholders shall remain obligated to pay and disburse any proceeds received or payments made on account of the Bondholder's Bonds in the manner set forth above in Section 5 ("Disbursements") of this Agreement. Azucena may also terminate this Agreement and Advisory may terminate the power of attorney (by written notice to the Bondholder) if Azucena determines, in its sole discretion, that additional actions have no prospect of enhancing the likelihood of any material payments on the Bonds, in which event all of the Bondholder's obligations under this Agreement shall terminate. The Bondholder shall have no right to terminate this Agreement except only upon a material and continuing breach by Azucena and Advisory of their material obligations hereunder, after they have failed to materially cure such breach following receipt by them of written notice by the Bondholder of an alleged breach of this Agreement.

8. Acknowledgement of Risk. The Bondholder acknowledges that the prospects for recovery of payments with respect to the Bonds are uncertain and speculative and that entering into this Agreement will not assure any receipt by the Bondholder of payments respecting the Bonds.

9. Delivery of Bonds. Bondholder shall physically deliver the original of the Bonds that Bondholder owns to Azucena within ten (10) calendar days of the parties' execution of this Agreement. The Bondholder will deliver the Bonds by hand to Azucena or the Bondholder will be responsible for risk of shipment. If the Bonds are not sold or transferred as part of a final settlement for the Bonds (from which the Bondholder shall receive the distribution of proceeds specified section 5(a) in this Agreement), or if a permitted termination of this Agreement occurs, Azucena will return the Bonds to the Bondholder.

10. Representations by Bondholder. The Bondholder represents that Bondholder is the true and lawful owner of the Bonds listed on the attached Exhibit A free and clear of any liens or encumbrances and that to the Bondholder's knowledge the Bonds listed on the attached Exhibit A are authentic, have not been altered and are not a forgery.

11. Arbitration. In the event of any claim or dispute arising hereunder or relating to this Agreement or its subject matter, the parties agree to attempt in good faith to resolve such claim or dispute within sixty (60) calendar days upon notice to the other party. In the event the parties are unable to resolve such claim or dispute within such sixty (60) day period, ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER SHALL BE EXCLUSIVELY RESOLVED BY CONFIDENTIAL AND BINDING ARBITRATION BEFORE ONE OR MORE ARBITRATORS APPOINTED UNDER THE ARBITRATION RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE ("ICC"). THE PLACE OF ARBITRATION SHALL BE SAN JUAN, PUERTO RICO. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. IN ADDITION TO ANY ICC ARBITRATION RULE RELATING TO THE NATIONALITY OF ARBITRATORS, NO PERSON WHO HAS EVER BEEN A NATIONAL, RESIDENT, AGENT, ADVISOR, OR REPRESENTATIVE OF THE PEOPLE'S REPUBLIC OF CHINA, OR AN AGENT, ADVISOR OR REPRESENTATIVE OF ANY OF ITS STATE-OWNED ENTERPRISES, MAY BE AN ARBITRATOR OR OTHERWISE SERVE AS A NEUTRAL IN THE ARBITRATION. THE FEDERAL AND STATE COURTS IN THE COMMONWEALTH OF PUERTO RICO AND IN THE STATE OF DELAWARE SHALL HAVE JURISDICTION AND CONVENIENT VENUE TO ENFORCE THE PARTIES' AGREEMENT TO ARBITRATE AND TO EXECUTE ANY EMERGENCY, INTERIM AND FINAL ARBITRATION AWARD(S) RENDERED ANY ARBITRATION HEREUNDER. ALL

OBJECTIONS TO VENUE IN DELAWARE OR PUERTO RICO BASED ON FORUM NON CONVENIENS, AND RIGHTS TO MAKE MOTIONS RELATING TO SUCH OBJECTIONS, ARE WAIVED.

12. Miscellaneous.

- (a) This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, particularly but not limited to Delaware's laws on powers of attorney, except that Delaware's choice of law rules shall not apply to the extent they mandate a different choice of law.
- (b) If any provision of this Agreement is deemed unenforceable, such provision shall be severed and the rest of this Agreement shall be given full force and effect to the fullest extent permitted by law. Any provision that may be deemed unenforceable shall be construed in light of its context, substance and intent, as well as the overall purposes of this Agreement, to preserve the enforceability of such provision and its overall intent as much as possible and to limit what is to be severed.
- (c) This Agreement is the entire agreement between the parties concerning its subject matter, and all other understandings between the parties are merged herein, except that the Parties may enter into other signed written agreements that expressly supplement or amend this Agreement. Each Party hereby disclaims reliance, in entering into this Agreement and in performing any obligations hereunder, on any representation or warranty not expressly set forth in this Agreement.
- (d) The Bondholder hereby represents that the Bondholder (i) has carefully read this Agreement in its entirety; (ii) has had adequate opportunity to consult with his or her own legal counsel; and (iii) has had adequate opportunity to have this document competently translated to the Bondholder's primary or preferred language before signing this Agreement. Notwithstanding any such translation, this Agreement is written in the English language only and shall be binding as written in English. The Bondholder waives any right to claim reliance on any translation that diverges from or conflicts with the English original of this Agreement.
- (e) No amendment or waiver of this Agreement shall be effective unless such amendment or waiver is in writing, is signed by all the Parties, and expressly states that it amends or waives this Agreement.
- (f) This Agreement shall be binding on the heirs, executors, trustees, attorneys, estate, successors and assigns of the Bondholder.
- (g) The Bondholder shall not assign, give away, transfer or grant the Bonds, or any direct or indirect security or beneficial interest in the Bonds, to any person or entity other than the Bondholder without Azucena's prior, written, signed and notarized consent, which Azucena may grant or withhold in Azucena's sole discretion. Azucena may require any such assignee, recipient, transferee or grantee to execute a contract substantially similar to any and all agreement(s) between Azucena and

the Bondholder. Azucena's interest in the Bonds is a security interest and shall always have priority over any other interest in the Bonds.

- (h) Any notice to Azucena shall be notice to Advisory, and vice versa, and shall be sent by a commercially recognized overnight courier service or by U.S. Mail (certified and return receipt requested) to 53 Palmeras Street, 6th floor, San Juan, Puerto Rico 00901 or such other address as shall be designed in writing by Azucena to the Bondholder. Such delivery will be effective when received by Azucena. Any notice required under this Agreement to be sent to the Bondholders shall be delivered by Azucena by a commercially recognized overnight courier service or by U.S. Mail (certified and return receipt requested) to the Bondholder's address set forth on the signature page hereto or such other address as shall be designed in writing by the Bondholder to Azucena.
- (i) The Bondholder acknowledges and agrees that Azucena Enterprises LLC, ABF Advisory, LLC and American Bondholders Foundation, LLC, a Delaware limited liability company, are separate legal persons, that neither Azucena nor Advisory represents or binds ABF, that ABF does not represent or bind Azucena or Advisory or otherwise assume any obligation to Bondholder under this Agreement, and that nothing in this Agreement affords the Bondholder any right directly or indirectly to participate in or benefit from any pool of bonds, settlement, services or transaction involving or facilitated by ABF. The Bondholder shall not contend that Azucena or Advisory has made any commitment for or acted in concert with ABF, that Azucena or Advisory represents any bonds represented by ABF, or that Azucena or Advisory is obligated to hire or request ABF to represent Bonds listed on Exhibit A to this Agreement. The Bondholder hereby waives with respect to all Bonds listed on Exhibit A to this Agreement any actual or potential claim or right (i) to participate in the ABF pool of bonds, if any, or in any settlement or transaction involving ABF; (ii) to have Azucena or Advisory represent, advocate, defend or protect the Bondholder's interests in or with respect to ABF; and (iii) to object on conflict of interest or any other grounds to the fact that Azucena and Advisory have the same president as ABF. Nothing in this Agreement affects any right or obligation the Bondholder may have under another agreement with respect to ABF, or any right or obligation ABF may have under another agreement with respect to the Bondholder, in regards to bonds **NOT** listed on Exhibit A to this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF the Parties sign below to signify their respective consent and covenant to be legally bound by this Agreement as of the Effective Date.

AZUCENA ENTERPRISES LLC:

ABF ADVISORY, LLC:

By: _____
Name: Jonna Z. Bianco
Title: President

By: _____
Name: Jonna Z. Bianco
Title: President

THE BONDHOLDER:

Signature: _____

Name & Title: _____

Address: _____

Tax I.D. #: _____ Nationality: _____

Telephone: _____ Email: _____

NOTARIZATION:

Exhibit A

[Itemization of Bonds Owned by Bondholder by
Name of Issue, Face Amount and Serial Number
Represented by Azucena Enterprises LLC with Power of Attorney]

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____