

[Letterhead of the Company]

POWER OF ATTORNEY

Attention:

Clearstream Banking, société anonyme ("CBL")

This Power of Attorney will become effective from [insert date]_____.

[Insert name of company], _____

whose registered office is at [insert address]

(the "Company") hereby appoints **Monte Titoli S.p.A, Piazza degli Affari,6, 20123 Milan** as its attorney (the "Attorney") for the following accounts numbers of the Company at CBL [insert account details]

(the "Accounts") to:

Transmission and Receipt of SWIFT messages :

1. issue, approve, transmit, amend, change, cancel or complete on behalf of the Company for the Accounts, via the Attorney's own SWIFT address as notified to CBL by the Company **MOTIITMMRRG**, instructions of the type defined here in:

Securities settlement instructions

Securities instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions instructed via MT540, MT541, MT542, MT543.

2. request and receive from CBL, in the name and on behalf of the Company, via the Attorney's own SWIFT address as notified to CBL by the Company **MOTIITMMRRG** information on the status of the instructions transmitted by the Attorney.

All communication given by the Attorney to CBL shall comply with the format, modes of communication and procedures as specified by CBL.

The Company hereby agrees that it shall be fully liable to CBL for any and all obligations created on its behalf pursuant to the authority or purported authority of this proxy and undertakes to ratify whatever the Attorney causes to be done under the authority or purported authority of this power of attorney.

Initials - Company & Attorney

Each of the Company and the Attorney hereby agree that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Company or the Attorney.

The Company and the Attorney hereby agree to hold harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to the Attorney of all or any part of information related to the Account.

This power of attorney shall remain valid until notice of termination or amendment is received by CBL by registered letter. Any such termination or amendment shall take effect on the second business day in Luxembourg after receipt of the notice by CBL or such other later date specified in the notice accordingly.

This power of attorney is governed by and shall be construed in accordance with the laws of the Grand Duchy of Luxembourg.

On behalf of the Company,

Done in: _____	On: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____

The Attorney hereby certifies that he accepts this power of attorney and all obligations and responsibilities provided in this power of attorney.

On behalf of the Attorney,

Done in: _____	On: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____