

APPOINTMENT OF AGENT (S) UNDER NIGHT DEPOSITORY AGREEMENT

Date

To: BANK OF ST VINCENT & THE GRENADINES LTD

Kingstown St Vincent

Referring to the "Night Depository Agreement" date _____ entered into by the undersigned with you, the undersigned hereby notifies you that the person (s), whose names (s) and signature (s) appear (s) below and, if more than one, each of them acting alone, is hereby appointed the agent of the undersigned for all purposes of the said agreement with full power and authority on behalf of the undersigned to deal with you in all respects in connection with the said agreement and deposits made pursuant thereto including, without limiting the generality of the foregoing, the final and conclusive settlement of all deposits as regards amount deposited and the form collection of items deposited and each such agent may endorse and such items for deposit and change slip to confirm with the count and sign and deliver receipts for wallets or any items not credited to the account of the undersigned.

Name of Agents

Signature of Agents

The appointment of every agent for the purposes of the said agreement heretofore designated to you whose authority has not heretofore been revoked and who is not named above is hereby cancelled for the future.

NIGHT DEPOSITORY AGREEMENT

TO: BANK OF ST. VINCENT AND THE BANK LTD.
KINGSTOWN, ST. VINCENT.

*If the Bank is to open the wallet it retains one of the two keys to the lock.

1. In consideration of the Bank of St. Vincent and the Grenadines Ltd (hereinafter called the "Bank") permitting the undersigned to use the night depository (hereinafter called the "Depository") upon and subject to the conditions hereinafter mentioned, the undersigned hereby agree (s) with the Bank as follows:

Only currency, cheques and other orders for the payment of money shall be placed in the depository and they shall be contained in a special wallet supplied by the Bank. The undersigned acknowledge (s) receipt from the Bank of a key to the outside door of the depository and wallet with lock and a key* (the keys) thereto, all of which shall remain the property of the Bank. The undersigned shall immediately notify the Bank of any loss of the key to the outside door of the depository and shall bear the cost of a new lock and keys if the Bank sees it fit to replace them. The undersigned shall securely lock the wallet before placing it in the depository and afterwards shall close and lock the outside door of the depository. The undersigned shall promptly notify the Bank of any unusual condition of or defect in the depository which comes to the attention of the undersigned.

*Delete whichever of the group of clauses 2 or 3 is inapplicable.

2. The Bank is authorised to open the wallet and remove the contents which it shall deal with in the manner in which it usually deals with items deposited by its customers excluding items which the Bank does not consider to be in order. The wallet shall contain an itemized deposit slip in duplicate showing its contents.

After each use of the depository the undersigned or an agent of the undersigned appointed for the purpose shall take delivery of the empty wallet and any items not credited to the account of the undersigned.

The Bank's records as to whether use has been made of the depository and the Bank's count or determination of the contents of the wallet shall be conclusively deemed to be correct and shall be binding on the undersigned.

3. On the next business day of the Bank following each use of depository the undersigned or an agent of the undersigned appointed for the purpose shall take delivery of the wallet, the contents of which shall be conclusively deemed to the same as when the wallet was placed in the depository.

The Banks records as to whether use has been made of the depository shall be conclusively deemed to be correct and shall be binding on the undersigned.

4. The undersigned may from time to time, by written notice to the Bank, designate one or more persons each of whom acting alone, if more than one, shall be the agent of the undersigned for all purposes of this agreement, which notice shall be in form satisfactory to the Bank. The authority of each person so designated shall continue in effect until written notice to the contrary shall have been received by the Bank and duly acknowledged in writing.

5. The Bank shall be under no responsibility whatever in respect of any property placed in the depository but on the contrary the use of the depository by the undersigned or any agent of the undersigned shall be at the sole risk of the undersigned; and, further, the Bank shall not be responsible for any injury, loss or damage suffered by the undersigned or any agent of the undersigned in using the depository or while on the premises of the bank for the purpose of using or in connection with the use of the depository and the undersigned shall indemnify the Bank against any loss which it may suffer, and hold the Bank harmless from all claims upon it or any of its officers or employees, by reason of or arising from the use of the depository by the undersigned or any agent of the undersigned. The Bank may from time to time withdraw the depository from use and shall not be liable for any loss resulting therefrom.

6. The permission to use the depository shall not be transferable by the undersigned.

7.

The undersigned shall pay the Bank's charges prevailing from time to time for permission to use the depository and the use of the depository at the above Bank.

8. The Bank may at any time, without prior notice, terminate its permission to use the depository.

9. The undersigned shall, upon ceasing to use the depository or upon such a termination as stated in Clause 8 hereof, deliver to the Bank the said key to the outside door of the depository, wallet and key(s) supplied by the bank in good condition, ordinary wear and tear expected, and if any of the said articles are not so returned the undersigned shall pay the Bank the cost of replacing them by new ones.

10. If in making use of the depository the undersigned uses more than one wallet, all the provisions of this agreement shall apply to each such wallet and its key(s) and the use thereof.

Dated this

day of

,