

COMPANY MANDATE

Appointment of Bankers

DATE.....

TO: REPUBLIC BANK (GRENADA) LIMITED

At a general meeting of the Management Committee/Board of Directors of

.....
(hereinafter called "the Company") whose registered office is at

.....
held the.....day of..... 20

it was resolved that:

- A) Republic Bank (Grenada) Limited (hereinafter called "the Bank") be appointed or continue as the Bankers of the Company and that this mandate given pursuant to this resolution shall replace all existing mandates of the Company which are now cancelled effective the date this Resolution is received by the Bank.
- B) The Bank accept instructions on behalf of the Company on any matter referred to in this Resolution and signed by the persons for the time being holding offices identified in the First Schedule hereto in the manner specified herein.
- C) In respect of the Company's account(s) with the Bank whether such account(s) be denominated in the currency of Grenada or other foreign currency and subject to any regulations relating to each account for the time being in force the Bank is hereby authorised and requested to:
 - 1. Make or continue advances or otherwise give credit and/or banking facilities and/or accommodation including the guaranteeing of obligations at any time or times to such an extent and upon such terms as the Bank may think fit;
 - 2. Honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes or other instructions expressed to be drawn, signed, accepted, endorsed or made on behalf of the Company drawn upon or addressed to or made payable with the Bank whether such account or accounts is or are in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft;
 - 3. Treat all cheques, drafts, orders to pay, bills of exchange and promissory notes or other instructions as being endorsed on behalf of the said Company where the same purport to be signed by any of the persons holding for the time being any of the offices or positions in the said Company specified in the First Schedule and in the manner provided therein and to discount or otherwise deal with them provided that such endorsements purport to be the signatures of any of the said persons holding offices identified in the First Schedule.
 - 4. Give the Organisation access to Commercial Deposit Facilities on completion of the appropriate form.
 - 5. Honour and comply with all instructions, to charge or hypothecate securities, and documents of title and the property to which the same relate to the Bank as cover for any accommodation given and to confer upon the Bank such full and special powers or rights in relation to the matter as the Bank shall require and to undertake on behalf of the Company to provide the Bank in advance with the necessary funds to discharge any accommodation so granted.
- D) This mandate and the First Schedule shall remain in force until receipt by the Bank of a copy of a Resolution of the Board of Directors of the Company certified in accordance with the Second Schedule rescinding or amending the same.
- E) The Bank be authorised to obtain from and to disclose to any Credit Bureau and/or other credit grantors information about the Company and the accounts.
- F) In the event of any of the accounts becoming overdrawn at any time both before as well as after demand made by the Bank for payment as well as both before and after judgement to charge compound interest or other interest on the sum by which the said account or any of the said accounts is overdrawn calculated on daily balances with monthly or other agreed rests.
- G) The rate of interest charged shall be such as the Bank may in the Bank's absolute discretion charge but so that such rate of interest shall not exceed the prescribed maximum rate chargeable by law and shall be subject to variation from time to time in the Bank's sole discretion. Provided always that any omission by the Bank to give notice of any such rate or of any such variation or the non-receipt of such a notice by the Company shall not affect the charge or change but on receipt of a written request from the Company the Bank will specify in writing the rate of interest being charged at the time of the request.
- H) If the indebtedness of the Company to the Bank or any part thereof is also secured to the Bank under an instrument or agreement whose terms and conditions are in conflict with those recited in this mandate or require that a higher rate of interest than is permissible hereunder be paid nothing in this mandate shall affect or prejudice in any way the terms and conditions of such instrument or agreement or the Bank's right to recover such higher rate of interest charged or as the case may be the difference between such higher rate and the rate paid or payable hereunder and the interest at the rate in force at the time of the termination of the banking facilities granted to the Company and compounded in the manner herein above set forth shall continue to be payable at such rate and compounded in such a manner until payment in full of the indebtedness of the Company to the Bank and notwithstanding the recovery by the Bank of any judgement or order for the payment of the same.
- I) The Bank may at any time without prior notice to the Company COMBINE or CONSOLIDATE any or all of such sums of money or part parts thereof as may now stand or hereafter may from time to time be standing to the credit of the Company upon current account, deposit account or savings account WITH any or all of such sums of money or any part or parts thereof as may now be or hereafter may from time to time become due or owing to the Bank any where from or by the Company either as principal or surety and either solely or jointly with any other person or persons upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual banking charges.

