

SAFETY DEPOSIT BOX/COMPARTMENT LEASE

BRANCH

DATE

TERMS AND CONDITIONS

The Box/Compartment is rented as:

□ Individual □ Joint Tenants □ Tenants in Common □Partners □ Corporation □ Unincorporated Association

In this lease, "I", "me", and "my" refer to each customer who signs below, and "you", "your", "yours" and "Caribbean Union Bank" refers to Caribbean Union Bank and any other subsidiaries or affiliates as may from time to time hereafter come into existence and any successors or assignees of these companies.

- 1. **Lease and Rent** I agree to rent a safety deposit box/compartment (the "Box"/"Compartment") at the indicated branch (the "Branch") from the date of signing until this lease is terminated. I agree to pay rent in advance at your annual rental rate in effect from time to time plus all applicable taxes. I agree that you may charge rent and any other amount due to you under this lease to any account I have with you.
- 2. **Keys** I acknowledge that I have received two keys to the Box (if I leased a Box). If one or both of the keys are lost or stolen, I agree to notify you immediately and to pay to you the cost of a new lock and keys.
- 3. **Access** You will allow me access to the Box/Compartment during normal banking hours. However, you may refuse me access if you believe it would be dangerous for any reason.
- 4. **Contents** I will not deposit in the Box/Compartment any liquid or anything else that may be a nuisance, dangerous or illegal. I will let you inspect the contents of the Box/Compartment, in my presence, to satisfy yourself that I have complied with this condition.
- 5. **Standard of Care/Limitation of Liability** You are responsible for exercising ordinary diligence to prevent access to the Box/Compartment by unauthorized persons. You will not be liable for any damage, delay or inconvenience resulting from any cause (including an accident to or failure in the working of the mechanism of the locks, the Box/Compartment or the vault or safe in which it is located). You will also not be liable, if as a result of any laws relating to unclaimed property, you are required to force open the Box/Compartment to determine whether it contains property which is affected by such laws and/or to remove and deliver it to a government authority.
- 6. **Termination** This lease may be terminated at any time by written notice hand delivered or sent by registered mail to me at my most recent address in the Branch's records or to you at the Branch (the "Notice"). Within thirty days after the Notice has been mailed or sent, I will remove the contents of the Box/Compartment and return both keys to you or inform you of the combination(s) required to open the Compartment. You will refund that part of the rent that is applicable to the period from the beginning of the month following the month in which I provided you the keys or combination(s) to the end of the period for which rent has been paid.

If I do not provide the said keys or combination(s) to you within thirty days after the Notice is delivered or sent, you may force open the Box/Compartment, remove its contents and hold them until you have been paid all outstanding rent and taxes, your expenses in connection with opening and changing the keys and locks of the Box/Compartment and your subsequent charges for safekeeping the contents. If I do not pay you all of these amounts, you may (subject to applicable law) sell the contents of the Box/Compartment in any manner you see fit upon giving me thirty days notice sent by registered mail to my most recent address in the Branch's records. Unless otherwise required by law, the proceeds of sale will be applied to:

- i. the expenses of sale,
- ii. unpaid rent and taxes,
- iii. all other expenses/charges owing to you, and
- iv. any balance remaining will be deposited into an account in my name at the Branch.
- 7. **Individual** If I rent the Box/Compartment as an individual, I may appoint an agent to exercise all of my rights under this lease.

- 8. **Joint Tenants** If you rent the Box/Compartment to us as joint tenants any ⁽¹⁾ of us has/have the right of access to the Box/Compartment or to terminate this lease. However, if we wish to appoint an agent, all of us must act together in making the appointment. Upon your receipt of satisfactory proof of death of any one of us, the survivor(s) can exercise all rights under this lease.
- 9. **Tenants in Common** If you rent the Box/Compartment to us as tenants in common, all of us must act together in exercising any rights under this lease, including granting access to the Box/Compartment, appointing an agent or terminating this lease. Upon your receipt of satisfactory proof of death of any one of us, the legal representative(s) of the deceased and the survivor(s) must act together in exercising these rights.
- 10. **Appointment of Agent** My appointment of any agent will be in writing and will be signed in accordance with the foregoing provisions and will be in the form provided by you or in such other form as you may approve and will be lodged with you. My agent may thereafter exercise the rights and powers conferred upon him/her until I notify you in writing of the revocation of his/her appointment.
- 11. **Partners** If you rent the Box/Compartment to two or more of us as partners, any ⁽¹⁾...... of us has/have the right of access to the Box/Compartment or to terminate this lease. However, if we wish to appoint an agent, all of us must act together in making the appointment. Upon your receipt of satisfactory proof of death of any one of us, the surviving partner(s) can exercise all rights under this lease.
- 12. **Corporations and Unincorporated Associations** If you rent the Box/Compartment to a corporation or an unincorporated association, the right of access to the Box/Compartment and to terminate this lease may be exercised by person(s) appointed by resolution. I will deliver a certified copy of the resolution to you.
- 13. Access Limited Save as aforesaid, I am the only person to have any right of access to the Box/Compartment.
- 14. **Access after Death, Bankruptcy or Legal Disability** I understand that access to the Box/Compartment and removal of its contents after my death or in the event of my bankruptcy or legal disability may be subject to legal requirements or restrictions. Upon receipt of satisfactory evidence of authority, you may permit any person claiming to be my legal representative to inspect and record the contents of the Box/Compartment and (if applicable) exercise my rights under this lease.
- 15. **Restriction on Access** I acknowledge that if you are prohibited by law, judgement or other legal process from allowing the Box/Compartment to be opened, I may not be allowed access to it.
- 16. **Assignment** I cannot assign or sublet any of my rights under this lease.
- 17. **Indemnity** I agree to indemnify you from and against any liability to a third party for any costs, losses or expenses that you may incur because you complied with this lease or permitted access to the Box/Compartment under any authority given by me.
- 18. **Notice** Any written notice to me in connection with this lease (except that under paragraph 6) will be sufficiently given if posted in the Branch. I will give you written notice of any change in my address.

AGREEMENT

.....

I have received a copy of this lease, and I agree to be bound by its terms and conditions.

I will keep a copy of this Lease. You may change the terms of this Lease with one (1) month notice to me. You will give me notice of any change to the Lease. You may (at your option) give such notice by posting or displaying the notice at Automatic Banking Machines for a period of 30 days, by stating the notice through telephone banking/VR, and/or by sending the notice to me or notifying me that I may obtain a copy of the change at any one of your branches.

Dated the20.....

NAME OF CUSTOMER

NAME OF CUSTOMER

NAME OF CUSTOMER

.....

SIGNATURE

NAME OF WITNESS

SIGNATURE

SIGNATURE

SIGNATURE

.....

(1) Insert "one", "two" etc. as appropriate

Safety Deposit Box

Box/Compartment No.	Key No.	Rent per Annum \$
Name		
Address		
Occupation		
Debit Account (Of/ No.)		
Remarks		
Kenturks		
APPOINTMENT OF AGENT		
		20
		is appointed my agent for. He or she
exercise all my rights and powers	under this Lease until I give yo	u written notice of revocation.
NAME OF CUSTOMER		SIGNATURE

NAME OF CUSTOMER

NAME OF CUSTOMER

NAME OF WITNESS

NAME OF AGENT

SIGNATURE

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SIGNATURE

SIGNATURE

SIGNATURE

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ADDRESS OF AGENT

...... NAME OF WITNESS SURRENDER OF SAFETY DEPOSIT BOX/COMPARTMENT I release Caribbean Union Bank from all claims I may have in respect of the Box/Compartment and its contents.

I am surrendering the Box/Compartment and all keys/combination(s) for it. I certify that all of its contents have been removed.

NAME OF CUSTOMER

..... NAME OF CUSTOMER

..... NAME OF CUSTOMER

NOTE: Before accepting surrender, confirm customer's right to access the Box/Compartment.

Resolution re Safety Deposit Box/Compartment Lease for use by a corporation

RESOLUTION of the Board of Directors of (the "company").

RESOLVED:

1. That the company make use of the Safety Deposit Box/Compartment facilities of the.....

Branch of Caribbean Union Bank and that any one of the following (1)..... is hereby authorized for and on behalf of the company to execute and deliver any and all agreements and other documents required by Caribbean Union Bank in this connection and to appoint from time to time such agents as he/she may consider desirable or requisite for the purposes of using the said facilities.

2. That this Resolution shall remain in force and bind the company until written notice to the contrary has been received by a responsible Caribbean Union Bank officer.

WE HEREBY CERTIFY that the foregoing is a true copy of a Resolution passed by the Board of Directors of the company on the said Board of Directors, and that the Resolution is now in full force and effect.

Dated the	day of	20	SEAL
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NAME OF PRESIDENT/MANAGING DIRECTOR

SIGNATURE OF PRESIDENT/MANAGING DIRECTOR

SIGNATURE

..... SIGNATURE

The undersigned hereby revokes the above appointment.

REVOCATION OF AGENT

..... NAME OF CUSTOMER

SIGNATURE

.....

.....

.....

SIGNATURE

SIGNATURE

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(1) It is preferable that the official positions be designated other than those authorized to sign.

NOTE: If a company, the company seal must be affixed.