

Account Mandate



Bank of Ireland
Global Markets
Attn: Documentation Unit
300 First Stamford Place, 3rd Floor
Stamford, CT, 06902 USA

To: The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, (the "Bank")

Date of Mandate

COPY RESOLUTION

RESOLVED that

- The Bank be and is hereby requested to open and/or continue one or more accounts at its Global Markets division in the name of:
 (insert full legal name of Entity),
organized or incorporated under the laws of the State/Country of
 (Insert State/Country) (hereinafter called the "Customer")
and that the Bank be and is hereby requested and authorized to honor and negotiate all checks and other instruments drawn, made, endorsed or accepted on behalf of the Customer and to act on all instructions relating to the accounts, affairs or transactions of the Customer, notwithstanding that such action may lead to placing deposits, withdrawing deposits, borrowing or cause any of the accounts to be overdrawn or any overdraft to be increased, provided that the relevant instruction is signed on behalf of the Customer by an Authorized Signatory or person reasonably believed authorized to give such an instruction.
- The Bank be and is hereby requested and authorized to debit or credit any of the Customer's accounts at the Bank, whether at the Global Markets division or at any other location or branch, in respect of the transactions described herein and the Customer shall at all times accept the debit or the credit of the Bank on any of its accounts in respect of such transactions as conclusive evidence of any such instructions and of the amount involved.

AUTHORIZATION FOR ADDITIONAL TREASURY SERVICES

- The Bank be and is hereby requested and authorized (Note that certain products may require additional authorizations or documentation).
Initial next to authorized groups of transactions
 to enter into money market transactions including but not limited to dealings in deposits, Certificates of Deposits, Callable Deposits and such other instruments as are similar to, or derived from any of the foregoing;
 to enter into foreign exchange transactions and hedging arrangements, including but not limited to dealings in spot and forward rate exchange contracts, Non Deliverable Forwards, Non Deliverable Forward options, foreign exchange swaps and currency options and such other instruments as are similar to, or derived from any of the foregoing; and/or
 to enter into interest rate derivative transactions including but not limited to dealings in options, forward rate agreements, swaps, caps, floors, collars and any other interest rate hedging arrangements and such other instruments as are similar to, or derived from any of the foregoing.

AUTHORIZED PERSONS AND TELEPHONE, EMAIL AND/OR FACSIMILE INSTRUCTIONS

(Annex 1 and 2 must be completed as appropriate)

- The Customer instructs the Bank that in connection with the operation of any accounts in the name of the Customer referred to above, the Bank be and hereby is requested to act on instructions from the authorized signatories and dealers, as applicable, set forth in the Lists of Authorized Signatories and Dealers (the "Lists of Authorized Signatories and Dealers") attached hereto as Annex 1. The Bank will be supplied with specimen signatures of all Authorized Signatories.
- ~~(Strike through paragraph if not applicable)~~
In connection with any instructions to be given by telephone, email and/or facsimile, the following person(s)
 (Insert name of designated person/s)
be and hereby is authorized by the Customer to execute the Authority and Indemnity relating to instructions by telephone, email and/or facsimile, attached hereto as Annex 2, on behalf of the Customer.

6. In connection with payments/transfers related to the Transactions, the Bank be and here by is requested to act on the Settlement Instructions set forth in Annex 3, separate from this document.

ADDITIONAL SERVICES

7. The Customer elects certain additional services as indicated below (hereinafter referred to as the "Services") to be provided to the Customer by the Bank through the Internet or such electronic or other communications networks as may be authorized by the Bank from time to time. The Customer understands that additional letters or agreements are required to be executed for the selected Services and the Customer has approved such letters or agreements for signature by the person(s) designated by the Customer as indicated below.

a) **Initial Box (right) for authorized Electronic Confirmation systems**

b) **Additional Agreements/Letter to be delivered to Bank**

Agreement and/or Letter on Customers' Stationery/Company Headed paper (see Annex 5)

c) **For each authorized service, indicate the person(s) authorized to execute any additional Agreements or Letter** (print names)

TERMS AND CONDITIONS

8. The Bank's "Terms and Conditions for transacting with Bank of Ireland Global Markets in the United States", as amended from time to time, is incorporated in this Mandate, as if fully set forth herein.

DIRECTORS/SECRETARY (OR EQUIVALENT, IF OTHER ENTITY TYPE) CHANGES AND AMENDMENTS

9. The Bank will be supplied with a list of the Directors, General Partners, Managing Members, Affiliated Parties, as the case may be, of the Customer as set forth in Annex 4. The Bank will be given notice in writing signed by the Secretary of the Customer's governing body of any change that may occur from time to time in Annex 4.
10. The Bank will be given notice in writing of any changes to the Lists of Authorized Signatories and Dealers, or any other authorizations as set forth in Annex 1, signed by the Secretary of the Customer's governing body, or a General Partner, Managing Member, Member or Director of the Customer, and one Authorized Signatory.
11. This Resolution shall be communicated to the Bank and, notwithstanding the provisions of items 8 and 9 herein, shall constitute the mandate and authority of the Customer to the Bank. This mandate and authority shall remain in full force until an amending Resolution shall be passed by the appropriate governing body of the Customer and a copy thereof, certified by the person responsible for recording such Resolution, shall be communicated to the Bank of Ireland Global Markets division of the Bank.

I/We certify the above to be a true copy of the original unmodified and fully effective Resolution duly passed by the

(Insert governing body) of

(insert full legal name of Entity),

at a meeting held on the day of , (Date must not predate formation of Entity)

I/We certify that the above information in this Mandate is complete and correct as of the date indicated below, and I/we undertake to advise you of any changes to the above information.

Signature of person(s) authorized to communicate resolutions to Bank (e.g. Directors, Partners, Managers, etc.)

Signature

Signature

Full Name (Block letters)

Full Name (Block letters)

Title

Date

Title

Date

USE AND DISCLOSURE OF PERSONAL DATA

The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch (the “Bank”) and, where appropriate, other companies which operate as separate legal entities but are members of the Bank of Ireland Group (the “Group”) and its or their duly authorized agents, will hold, use, disclose and process any personal data provided in the following ways:

1. To carry out statistical analysis and market research;
2. To maintain a single view of the Customer’s relationship with the Bank/Group, whereby data can be transferred between the Bank and members of the Group, and its or their duly authorized agents; held on, or linked to, a Group database; and for the Bank, and any other Group companies and/or duly authorized agents to manage and develop our relationships with the customer and for general business purposes;
3. To carry out searches and disclose information to credit reporting agencies for the purpose of assisting applications for credit and credit-related services and for ongoing credit review;
4. To manage and administer the Customer’s accounts on an ongoing basis; for ongoing credit review and analysis; for the disclosure of information and documentation to a prospective or actual assignee; for the disclosure of information or documentation to any other party in connection with a loan transfer and securitization scheme;
5. To hold, use, disclose and process the Customer’s data for any other specific purposes where the Customer has given the Bank and/or the Group its specific consent to do so;
6. For disclosure or transfer of your data abroad but only for any of the purposes specified above and to persons who have been approved by the Bank and/or the Group and in a manner compliant with applicable data protection legislation;
7. The Bank and the Group confirms that it will hold all personal data in compliance with applicable data protection legislation.

By supplying personal data in connection with this Application and Mandate, the Customer confirms that it has obtained the consent of those persons concerned to the disclosure of their personal data.

SUPPLEMENT TO THIS ACCOUNT MANDATE

Annex 1:	List of Authorized Persons	Required with this Account Mandate
Annex 2:	Instructions by Telephone, Email and/or Facsimile	Recommended
Annex 3:	Standard Settlement Instructions	Recommended
Annex 4:	List of Directors/General Partners/Managing Members/ Significant Owners/Affiliated Parties	Required with this Account Mandate
Annex 5:	Electronic Confirmations Via MISYS/FX ALL	Required if item 7 , Additional Services, of this Account Mandate is checked off