

Particulars of Company

1. Proposed Company Name: *(ending can be Limited, Ltd., Incorporated, Inc., Corporation or Corp.)*

First Choice: _____

Second Choice: _____

Third Choice: _____

2. Authorised Share Capital for a Company Limited by Shares:

100,000 Shares of a stated value of \$1.00 USD.

Authorised Share Capital listed below

_____	_____	_____
Number of Common Shares	Value of each share	Currency

If different rights and preferences attributed to each class of share please attach details. Yes No

3. Amount of Guarantee for a Company Limited by Guarantee:

_____	_____	_____
Total Number of Members	Guarantee per Member	Currency

4. Please indicate if the Standard Table A will be adopted as the Company's Articles.

Yes No

If a non-standard Table is to be used please indicate on a separate page the changes to be made.

5. Description of Business to be Undertaken by the Company:

6. Other Services Required (please list below):

CORPORATE SOLUTIONS LTD

Incorporation Application

7. Have you sought legal and tax advice on setting up a company offshore? Yes No

8. Address of Registered Office:

C/O Corporate Solutions

9. Details of Corporate Secretary:

C/O Corporate Solutions

Other Name and Address listed below

Name: _____

Address: _____

E-mail: _____

Phone: _____

Fax: _____

Mobile: _____

10. Names and Addresses of Directors and Officers of the Company:

Please list in the table below the full name and address of every Individual and/or Organization that is to be a director, member or officer of the company.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Names and Addresses of the Beneficial Owners and Members of the Company:

Please list in the table below the full name, address and share allotment or Guarantee amount of every Individual and/or Organization that initially will be a beneficial owner or Member of the company.

Name	Address	Share or Guarantee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CORPORATE SOLUTIONS LTD

Incorporation Application

I/We certify that the information given above is true and correct in every detail. The full name of every Individual and Organisation that initially will be a Beneficial Owner, Member, Director, and Officer of a company that is to be established under one of the names given in paragraph 1 of this Incorporation Application by CORPORATE SOLUTIONS LTD have been given in the tables set forth in paragraphs 10 and 11 above. We further acknowledge and agree to the Terms and Conditions of Corporate Solutions Ltd herein attached.

In the case of an individual this form shall be signed in the presence of a witness.

In the case of a body corporate this form shall be signed by an authorised official and countersigned by a member of the controlling board of who should attach evidence of their authority.

Name in full:	_____	Witnessed By:	_____
	(Print Name)		(Print Name)
Signed:	_____	Signed:	_____
Address:	_____	Address:	_____
	_____		_____
Dated:	_____	Dated:	_____

1. Definitions

In these general terms and conditions unless the context otherwise requires:

“Appointee” means an officer, employee or anyone nominated by the Authorised Person to act as director, secretary or officer of an entity formed or administered by the Authorised Person.

“Authorised Person” means Corporate Solutions Ltd., any affiliated company and any of its employees, agents, officers or servants.

“Client” means a person who provides instructions for service to the Authorised Person and includes the official client on record or anyone instructing such client on record or acting on behalf of such client on record jointly or severally as the context requires.

“Controller” means any person who holds any executive powers in respect of an Entity.

“Entity” means a company or foundation incorporated, established or administered by the Authorised Person.

“Person” means a natural or legal person (whether incorporated or unincorporated) and in the case of a natural person includes his heirs, personal representatives and assigns and in the case of a body corporate its successors in title and assigns.

2. Services

The Authorised Person shall provide such services requested by the client in writing within a reasonable time and may request the client to provide whatever information the Authorised Person is required by law or by his internal due diligence policies to maintain in order to:

(a) ascertain the identity of the clients and/or beneficial owners of the entities to be formed or administered by the Authorised Person and

(b) ascertain the nature of the business to be carried out by the entity or information relevant to the affairs of the entity if applicable.

The Authorised Person reserves the right to refuse to carry out any instructions of the client if it is illegal, impractical to carry out due to insufficient instructions or required information, or in conflict with the Authorised Person’s code of conduct and practice. The Authorised Person may decline to provide services to any person at any time and reserves the right to do so without providing any reason.

3. Disclosure of Information

The Authorised Person shall not disclose any of the information obtained from the Client or relating to an entity to any third person unless required to do so under the laws of the Federation of St. Kitts and Nevis; or if required for the opening of any bank accounts; or for the securing of any other services for an entity; or the commencement and maintenance of any other business relationships for an entity which have been requested by the client.

4. Indemnity

The Authorised Person shall not be liable for acting in accordance with advice, opinions, documents, powers of attorney provided to it by or on behalf of the Client which it believes to be valid. The Client agrees to indemnify the Authorised Person against any actions or claims made by any person against it in relation to any services or omissions in carrying out instructions which it genuinely believes to have been provided by the Client provided that the indemnity does not relate to acts or omissions of the Authorised Person which were carried out dishonestly or in bad faith. Termination of the business relationship between the client and the Authorised Person shall not relieve the client of his obligation under this section.

5. Appointees

An appointee may act for any other entity incorporated, established or being administered by the Authorised Person. In the case where an appointee is a controller, the appointee shall not be deemed to be the agent or nominee of the Client. The Appointee shall exercise all of the care and skill reasonably necessary to carry out his or her duties efficiently and professionally for the best interests of the entity. The Appointee shall act honestly and in good faith when exercising his or her duties.

6. Fees

The Client shall pay to the Authorised Person all agreed or published fees for services to be provided by the Authorised person for the client. These fees are payable in advance. The Authorised Person shall not be required to incur any expenses or make any payments in the course of providing services for the client unless sufficient funds have been received by the Authorised Person in advance.

In the event that any ancillary or unforeseen expenses are incurred by the Authorised Person in providing any of the services requested by the client, an invoice for

reimbursement for such expenses will be sent to the client forthwith. The client shall settle all outstanding invoices with the Authorised Person forthwith. Any unsettled amounts that remain outstanding after a period of 30 days will be subject to interest at the rate of 1% per month and the Authorised Person may decline to provide any further service to the client or on behalf of an entity or entities established or formed on behalf of the Client until all outstanding payment amounts have been fully settled.

All payment must be made to the Authorised Person in United States currency by bank draft, international money order or by wire transfer to such bank and to such account number as provided by the Authorised Person in writing to the Client.

7. Communication

All instructions, notices, documents or other communication may be sent by the Client to the Authorised Person by courier, prepaid mail to the registered address of the Authorised person. All documents which are required to be in original form or certified copies thereof must be sent by prepaid mail or courier even if these documents are initially sent by fax to expedite processing of any application or other service requested of the Authorised Person.

The Authorised Person shall accept instructions only from the Client with regard to any entity to be formed, established or administered by it unless given written permission from the Client to accept instructions from any other named person.

The Authorised Person shall send all documents in relation to entities incorporated, established or administered by it to the client by prepaid mail or by courier, provided that the client provides reimbursement for all expenses incurred in accordance with its schedule of fees.

The Client or the Authorised Person may send instructions or notices by e-mail attachment provided that required authorized electronic signature of the Client or Authorised Person is included.

All communication sent by the Client to the Authorised Person shall be in English or accompanied by an official translation into English by a qualified translator. In the case of any inconsistencies, the English translation shall take precedence over the original language version. The English text of these General terms and conditions and of any other documents and forms of the Authorised Person shall prevail in the event of any conflict between them and any translation into another language.

The Client or entity shall notify the Authorised Person forthwith of any changes in the structure or ownership

of the entity and provide all supporting due diligence documentation if necessary.

8. Registered Office

Where the Authorised Person is providing an entity with a Registered Office the entity shall not without the prior written consent of the Authorised person use its name or any address provided by the Authorised Person in any promotional literature.

9. Termination

The Authorised Person may terminate the business relationship with the Client at any time and the Client may on giving three months notice in writing cancel the relationship provided that all obligations of the Client to the Authorised Person have been fulfilled.

Upon termination the Authorised Person shall not be required to return all or any part of the fees and expenses collected by it from the Client.

The Client shall be responsible within 30 days of the date of Termination to procure the appointment of a successor Authorised Person.

10. General Terms

These General Terms and Conditions are governed by the rules, regulations and laws of the federation of St. Kitts and Nevis. In the event that there is any conflict of these General Terms and conditions the laws of St. Kitts and Nevis will prevail.

The Authorised Person reserves the right to change these General Terms and Conditions from time to time as it sees fit. Any changes to these General Terms and Conditions will be posted on the Authorised Person's website and/or a notice will be sent to all existing clients.

These Terms and Conditions together with the relevant application form and the published or agreed fee schedule by the Authorised Person constitute the entire agreement between the parties in relation to the provision of services by the Authorised Person and may only be varied or supplemented by agreement in writing signed by or on behalf of both parties.

11. Governing Law

These Terms and Conditions as well as the relationship between the Authorised Person and the Client and any entity formed, established or administered by the Authorised Person shall be governed by the laws of the Federation of St. Kitts and Nevis and shall be subject to the jurisdiction of the Courts in St. Kitts and Nevis Circuit of the Eastern Caribbean Supreme Court.

6. Business Address of the Individual:*(if this address is to be used instead of the address given in paragraph 4 or 5 above)*

Full Name of Business _____

Street Number _____

Street Name _____

Office or Suite Number _____

P.O. Box _____

City Name _____

State/Prov. _____

Postal/Zip Code _____

Country _____

Telephone Number _____

Fax Number _____

E-mail Address _____

7. If the Individual Named in Paragraph 1 of this Form B is to be a Member of a Company Limited by Shares, then please indicate below the Percentage of Shares to be Issued to that Member:*(do not complete this paragraph for an individual who will not be a member of a company limited by shares)*

_____ % Common Shares _____ % Preferred Shares (if any)

Shares issued are to be registered in the name of: *(please tick appropriate box below)*

- Person named in paragraph 1 above CORPORATE SOLUTIONS LTD as nominee shareholder for the person named in paragraph 1 above

8. If the Individual Named in Paragraph 1 of this Form B is to be a Member of a Company Limited by Guarantee, indicate below the Class of Membership for that Member:*(do not complete this paragraph for an individual who will not be a member of a company limited by guarantee)*

- Class A Member Class B Member (if any) (please tick appropriate box)

9. Mandatory Declaration:

I, being the Individual whose name is given in paragraph 1 of this Form B, hereby declare under penalty of perjury,

1. that the information given for me in this Form B is true and correct and that in respect of my name no alias is used;
2. that I have within the preceding five years not been convicted of a crime under any bankruptcy, criminal control, prevention of fraud, counter financing of terrorism or anti money laundering laws in effect in any country and that to the best of my knowledge, there is no pending or threatened claim, lawsuit or administrative proceeding against me in any country;
3. that I have agreed to act in the capacity or capacities indicated in paragraph 2 of this Form B in respect of a company that is to be established under one of the names given in paragraph 1 of Form A of this application (herein called "the Company") by CORPORATE SOLUTIONS LTD (herein called "Registered Agent");
4. that I have received, read, and understood the General Terms and Conditions of the Registered Agent and agreed to be bound by them;
5. that the Registered Agent is Authorised by me to make investigations and obtain information about myself and to share with others information about myself for the purpose of establishing and maintaining accounts for the Company with financial institutions; and

PLEASE USE ONE FORM PER INDIVIDUAL. IF NECESSARY, MAKE COPIES OF THIS FORM.

- 6. that I will at no time permit that funds be transferred to the Company which result from illegal activities, including but not limited to those denied under any bankruptcy, criminal control, prevention of fraud, counter financing of terrorism or anti money laundering laws in effect in any country or permit that the Company be engaged or involved directly or indirectly in any unlawful activities or be used for any unlawful purposes.

IN WITNESS WHEREOF, I have hereunto affixed my hand on the day and year hereinafter ascribed.

Date: _____ Signature: _____
(Day/Month/Year)

Name: _____

In the Presence of:

Signature: _____

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

**Information about Organisations that will be Beneficial Owners,
Members, Directors, or Officers of the Company****1. Name of the Organisation that will be a Beneficial Owner, Member, Director, or Officer of the Company:**

Full Legal Name (*name of "doing business as" is not accepted*)

2. Capacity or Capacities in which the Organisation will be Acting in Respect of the Company:

Beneficial Owner: Member: Director: Officer: (*please tick appropriate box or boxes*)

3. Details About the Organisation:

Type of Organisation (*Corporation, Partnership, etc.*)

Registration Number (*if any*)

name of country and place where the Organisation was established

Date Established
(*Day/Month/Year*)

Full Name of the Law under which the Organisation was established.

Summary Description of the Principal Business Activities of the Organisation:

If the Stocks of the Organisation are publicly traded, then please indicate below on which stock exchange(s) and/or in which over-the-counter market(s) these stocks are quoted.

4. Address of Registered Office or Office for Service of the Organisation:

(*post office box number not accepted*)

Street Number

Street Name

Office or Suite Number

City Name

State/Prov.

Postal/Zip Code

Country Name

5. Contact Person at the Organisation:

Name and Position of Contact Person

Telephone Number

Fax Number

E-mail Address

6. Mailing Address for the Organisation:
(if different from the address given in paragraph 4 above)

Street Number	Street Name	Office or Suite Number
P.O. Box Number	City Name	
State/Prov.	Postal/Zip Code	Country Name

7. If the Organisation Named in Paragraph 1 of this Form C is to be a Member of a Company Limited by Shares, then please indicate below the Percentage of Shares to be Issued to that Member:
(do not complete this paragraph for an organisation that will not be a member of a company limited by shares)

_____ % Common Shares	_____ % Preferred Shares <i>(If any)</i>
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Shares issued are to be registered in the name of: *(please tick appropriate box below)*

- Person named in paragraph 1 above
 CORPORATE SOLUTIONS LTD as nominee shareholder for the person named in paragraph 1 above

8. If the Organisation Named in Paragraph 1 of this Form C is to be a Member of a Company Limited by Guarantee, indicate below the Class of Membership for that Member:
(do not complete this paragraph for an organisation that will not to be a member of a company limited by guarantee)

- Class A Member
 Class B Member *(if any)*
(please tick appropriate box)

9. Names of Beneficial Owners and Members of the Organisation:

If the stocks of the Organisation are not quoted on a recognized stock exchange or in an organized over-the-counter market, then please list in the table below the full name of every Individual and Organisation that is a Shareholder or Member of the Organisation (herein referred to as "Member") and of every Individual and Organisation on whose instructions any Member, Director, or Officer of the Organisation is accustomed to act (herein referred to as "Beneficial Owner").

Names of Beneficial Owners and Members of the Organisation	Capacity	
	Beneficial Owner	Member
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

10. Names of Directors and Officers of the Organisation:

Please list in the table below the full name of every Individual and Organisation that is a Director or Officer of the Organisation:

Names of Directors and Officers of the Organisation	Capacity	
	Director	Officer
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

11. Mandatory Declaration:

I, being a duly elected Member of the Governing Body of the Organisation named in paragraph 1 of this Form C (herein called “the Organisation”), hereby declare under penalty of perjury,

1. that the information given for the Organisation in this Form C is true and correct and that in respect of its name no alias is used;
2. that if the stocks of the Organisation are not quoted on a recognized stock exchange or in an organized over-the-counter market, the particulars of every Beneficial Owner, Member, Director, and Officer of the Organisation are given in the tables set forth in paragraphs 9 and 10 of this Form C and that the names given in said tables are, in fact, the true names of the persons named therein and that in respect of these names no aliases were used;
3. that at a meeting of the Members of the Governing Body of the Organisation (herein called “the Directors”) which was duly called and at which a quorum was present and voting it was resolved,
 - a) that the Organisation is Authorised to act in the capacity or capacities stated in paragraph 2 of this Form C in respect of a company that is to be established under one of the names given in paragraph 1 of Form A of this application (herein called “the Company”) by CORPORATE SOLUTIONS LTD (herein called “Registered Agent”);
 - b) that the Directors have received, read, and understood the General Terms and Conditions of Registered Agent and agreed that the Organisation be bound by them;
 - c) that the Directors will at no time permit that funds be transferred to the Company which result from illegal activities, including but not limited to those denied under any bankruptcy, criminal control, prevention of fraud, counter financing of terrorism or anti money laundering laws in effect in any country or permit that the Company be engaged or involved directly or indirectly in any unlawful activities or be used for any unlawful purposes; and
 - d) that Registered Agent is Authorised to make investigations and obtain information about the Organisation and to share with others information about the Organisation for the purpose of establishing and maintaining accounts for the Company with financial institutions;
4. that the Organisation is duly organized and existing, that its Organisational documents empower it to act in the capacity or capacities by these representations defined, and that no limitation has been imposed upon such powers by said Organisational documents or otherwise; and
5. that I am duly Authorised to make these representations, to complete this Form C, and to sign same for and on behalf of the Organisation.

IN WITNESS WHEREOF, I have hereunto affixed my hand on the day and year hereinafter ascribed.

Date: _____ Signature: _____
(Day/Month/Year)

Name: _____

Capacity: _____
(i.e. Chairman or other Director)

Signature: _____

Name: _____

Capacity: _____
(i.e. Second Director or Company Secretary)

Documents to be provided with Application

1. For each Individual who will be a Beneficial Owner, Member, Director or Officer of the Company:

a) Certified copy of the valid passport of such Individual.

The passport copy must be certified by a Notary Public or Commissioner of Oaths. The full name, date of birth, picture, and signature of the Individual named in that document must be visible as well as the date on which the document expires.

b) Two letters of reference for each Individual.

One reference from a bank or other financial institution at which such Individual has maintaining a personal account and one reference from a lawyer or chartered/certified public accountant who knows such Individual personally.

Letters of reference must not be dated older than six months from the application date. These letters must be dated, typed on the letterhead paper of the person who is giving the reference and be signed by that person. Letters of reference from financial institutions must indicate that the Individual named therein has satisfactorily maintained with them one or more personal accounts for the period mentioned in said letter of reference. Letters of reference from professionals must indicate that they have known the named Individual therein for a minimum period of two year.

c) Original copy of Utility bill/statement to verify residential address.

2. For each Organisation that will be a Beneficial Owner, Member, Director or Officer of the Company:

a) Certified copy of the certificate of incorporation, certificate of registration issued by the relevant authority of the jurisdiction in which such Organisation was established.

b) Certified copy of the memorandum and articles of association, articles of incorporation and bylaws, partnership agreement, or other equivalent document by which such Organisation is governed.

c) If the Organisation is in existence for more than one year, a letter of good standing issued by the relevant authority of the jurisdiction in which the Organisation was established.

d) The documents listed in paragraph 1 above for each individual who is a Beneficial Owner, Member, Director or Officer of such Organization.

e) The documents listed in this paragraph 2 for each organization that is a Beneficial Owner, member, Director, or Officer of such Organization together with a certificate of incumbency or other document acceptable to us listing the full name and address of each Beneficial Owner, member, Director, and Officer of that Organization