

APPLICATION FORMS TO INCORPORATE AN INTERNATIONAL BUSINESS COMPANY IN BELIZE

I _____ of _____

hereby instruct Titoff Realty Ltd. to form a **BELIZE** International Business Company (IBC) on my behalf as follows:

(A) Name of Company _____ **Package:** _____

(B) If the company name has not already been reserved, please provide three (3) alternative names below:

(C) Memorandum and Articles of Association

(i) Standard Provisions: Suitable for every type of business activity

Do you require this? _____ Yes _____ No

(ii) Non-standard Provisions:

Do you require this? _____ Yes _____ No

If Yes, Please provide details of your specific requirements below, or on a separate sheet of paper.

(D) State your source of funds _____

(E) Authorised Capital: (Check one)

Standard (US\$50,000 of US\$1 par value of share)

Non-Standard For Non-Standard Capital

Option: Share Capital _____ Par Value of Shares: _____

Initials _____

(F) Nature of Business for which company is intended (Please be specific)

(G) In what countries will the Company be operating? _____

(H) Source of funding for shares and assets held by the Company:

(I) Director (s) (Minimum required is one)

(i) Titoff Realty Ltd. to supply Nominee Director

(ii) **Director(s) are as follows:**

Director Name		Director Name	
Address		Address	
Tel.		Tel.	
Fax		Fax	
Email Address		Email Address	
Passport Number		Passport Number	

Director Name		Director Name	
Address		Address	
Tel.		Tel.	
Fax		Fax	
Email Address		Email Address	
Passport Number		Passport Number	

Initials _____

(J) Shareholder (s) (Minimum: one share)

(i) Titoff Realty Ltd. to supply Nominee Shareholders.

(iii) Registered Shares to be issued as follows:

<input type="checkbox"/> Registered Shares			
Name		Number of shares	
Address		Passport Number	
Name		Number of shares	
Address		Passport Number	

(K) Public Office:

(a) Does any Director, Shareholder, Beneficial Owner, or their close family member hold political or public office in any country?

Yes No

(b) Has any Director, Shareholder, Beneficial Owner of their close family member held political or public office in any country within the last ten years?

Yes No

*Please elaborate if the answer is YES to any of the above: _____

Initials _____

(L) Company Seal to be provided by:

- Titoff Realty Ltd. to supply Corporate Seal (Gold & Platinum packages includes this service)
- Yourselves (Imprint must be sent to us ASAP)

(M) Do you require a bank account?

- Yes (US\$1,000)
- No

(N) Do you require notarization and/or apostille?

- Yes - Gold & Platinum packages includes this service)
- No

(O) Do you require Certificate of Good Standing?

- Yes - US\$250
- No

(P) Mailing address for all original documents and future courier (all documents will be sent to this address unless advised otherwise):

Name	
Address Telephone	

(Q) Please note that all annual fees are due 2nd day of January of each year and has until July 31st to pay without accruing penalties. If a company fails to pay the annual fees by the 31st July the license fee will increase by 10% If a company fails to pay the annual fees by the 31st October the license fee will increase further by 50%. If the annual fees yet remain unpaid after the 31st day of December, the company will be struck from the Register of Companies and thus up for restoration and until then, the company will be considered inactive.

Also note that the Registry nor Titoff Realty Ltd. (Agent) will render any services to any Belize IBC which has not paid their annual fees for the current year. These services includes Certifications by registry, Cert. of Good Standing, Amendments etc., to name a few. **I, hereby confirm that all invoices pertaining to renewals be sent to us by:**

- (a) Fax to this number: _____
- (b) Email to this address: _____
- (c) Mail at _____

Initials _____

(R) ACCOUNTING RECORDS:

Under the laws of Belize it is mandatory for all Belize companies and entities to keep reliable accounting records. The accounting records shall include sufficient information to explain the company's transactions and determine the financial position of the entity with reasonable accuracy. The entity shall provide its registered agent with a written record of the physical address of the place(s) where the accounting records are kept and notify the registered agent of any change thereto within fourteen (14) days of such change.

I therefore agree to complete the Accounting Records Declaration (attached) and notify Titoff Realty Ltd. of any changes to such information immediately.

(S) Instructions submitted by:

Name	
Address	
Tel.	
Fax	
Email	

* I declare and confirm the above information is true and correct and that the company to be incorporated will not be used for money laundering, terrorist activities or any other illegal activity or in a manner likely to damage the good name of Titoff Realty Ltd. and Management Advisory Services Ltd. or the jurisdiction of incorporation. I will take independent legal advice before proceeding and I am aware, and intend, to honor my legal responsibilities in my jurisdiction.

I confirm and agree that should any changes occur in the information contained herein I will inform Titoff Realty Ltd.

Signature of Beneficial Owner _____

Dated this _____ day of _____ 20 .

Terms and Conditions

BETWEEN

_____ of _____ (hereinafter called "the beneficial owner") of the One Part.

AND:

TITOFF REALTY LTD. a company incorporated and existing under the laws of the Belize and having its registered office at Titoff Place, 24.5 Old Northern Hwy, Boston Village, Belize, C.A. (hereinafter called the Registered Agent") of the Other Part.

Whereas:

A. The Owner has caused a company to be incorporated under the laws of Belize known as _____ (Hereinafter called "the company").

Initials _____

- B. The Owner wishes to arrange for a registered office and local agents to attend to the affairs of the Company.
- C. The Registered Agent carries on the business of providing such services for companies registered in Belize.

NOW THIS AGREEMENT WITNESSES that:

A. ENGAGEMENT:

The Owner hereby engages the Registered Agent and the Registered Agent agrees to serve the Owner as a registered agent with effect from the date hereof until the 31st day of December of that year and from year to year thereafter until either party in accordance with its provisions terminates this agreement.'

B. DUTIES:

As Registered Agent to the Owner, the Registered Agent shall perform the following duties on behalf of the Company:

1. Provide for a registered office of the Company to which all communications and notices may be addressed, but nothing herein shall permit the Company to transact any business at or utilize any staff or equipment at its registered office.
2. Give notice to the Registrar of Company of any change in the location of the registered office of the Company in accordance with the International Business Companies Act (the Act).
3. Keep in custody an imprint of the common seal of the Company at its registered office.
4. If required maintain and keep in custody a register of directors and officers and a register of mortgages and charges of the Company and, a register of members at its registered office, in accordance with the Act.
5. Give notice to the Registrar of Companies of any change of which the Registered Agent is notified in the name, address, Memorandum and Articles of Association of the Company, as required by the Act.
6. Maintain and keep in custody all minutes of meetings of the directors and members of the Company of which the Registered Agent is notified or supplied, in accordance with the Act.
7. Cause notices to be delivered of meetings held, and minutes and resolutions to be drawn and executed to enable the Company to hold meetings of the members or meetings of the directors anywhere in accordance with the Act and upon payment of such further fees as may be agreed upon such special meeting and resolutions as may be required by the Owner.
8. Open, consider, and, if necessary and/or permitted by the laws of Belize, forthwith deliver to the Owner at his last known address a summary of, or all, writs, notices, summonses, orders, or other documents delivered or served upon the Company at its registered office, in accordance with the Act.
9. If requested to do so by the Owner, to cause appropriate nominee directors or shareholders upon payment of such further fees as may be agreed upon and to furnish to the Registrar of Companies during the month of July in each year with the annual license fee, in accordance with the Act.
10. Alert the Owner, generally, of changes or clarifications in the laws of the Belize that might affect the status or business of the Company.
11. Retain and hold any bearer share issued by the company and information on the beneficial owner of such share.

C. COMPENSATION:

Subject to Clause D herein, the Registered Agent shall be paid the sum of US\$_____ annually, or such sum as may from time to time be chargeable, which sum includes annual license fee. Payment shall be made to Titoff Realty Ltd. on or before the 2nd day of January in each year in advance; and any delay in receipt of prompt payment in full by the Owner shall be sufficient cause for the Registered Agent to cease performance of the duties of the Registered Agent, notwithstanding the

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consequences of such non-performance to either the Owner or the Company.

D. NOTICE OF INCREASED COMPENSATION:

If the Registered Agent sends to the Owner before the 15th day of November in any year written notice of any increase in the compensation payable to the Registered Agent, it shall be effective for the next calendar year without amending this agreement.

E. CONFIDENTIALITY:

The Registered Agent shall not, on its own accord, except as authorized in writing by the Company or as required by any law, regulation or practice, disclose or permit the disclosure to any person any information of any kind relating to the directors, officers, members, business, or affairs of the Company.

F. TERMINATION:

- i. The owner may terminate this agreement at any time upon at least ten (10) days' notice in writing or an order of a court, but compensation paid to the Registered Agent prior to termination shall not be accrued and no part of it shall be refundable. The Owner hereby grants to the Registered Agent a first charge by way of lien upon the corporate documents of the Company as security for payment to the Registered Agent of its compensation pursuant to this agreement.
- ii. The Registered Agent, may at any time without assigning any reason therefore, resign by giving at least thirty (90) days' notice in writing to the Owner. The Registered Agent may elect to immediately cease to provide nominees in any capacity, in which case, resignations shall thereupon be inserted in the corporate records and share transfers shall be endorsed to their respective beneficiaries and held for delivery. If the Registered Agent resigns, its compensation shall be apportioned as to fees but not disbursements, and any credit remaining shall be paid to the Owner.

G. NOT TO USE CORPORATION FOR CRIMINAL PURPOSES:

- (a) The Owner warrants that the Company shall not be managed or used to infringe any laws and expressly absolves the Registered Agent from any liability in respect of compliance for any disclosure which may be occasioned by the Owner entering into any illegal activity;
- (b) The Owner declares, warrants and confirms that the statements set out in the Schedule hereto are true and accurate in all respects.

H. NOTICES:

Any notice required or permitted to be given by this agreement shall be in writing and may be delivered by hand or transmitted by email or facsimile transmission, in which case, it shall be deemed to have been delivered two (2) days after transmission, or mailed by prepaid registered mail addressed to the party concerned at his last known address, in which case, it shall be deemed to have been delivered seven (7) days after mailing, as aforesaid.

I. TIME OF ESSENCE:

Time shall, in all respects, be of the essence of this agreement.

J. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties hereto with respect to all matters herein and neither of the parties shall rely upon or regard as material any representation or statement whatsoever not incorporated herein, and subject to Clause 4 herein, this agreement shall not be amended except by instrument of equal formality.

K. INUREMENT:

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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L. HEADINGS:

The headings used throughout this agreement form no part of it and shall be deemed to have been inserted solely for the convenience of reference.

M. INDEMNITY:

The Owner hereby agrees to at all times indemnify and save harmless the Registered Agent, its officers, directors, or beneficial or registered shareholders from all actions, causes of actions, claims, or demands in any way arising from the Registered Agent acting on behalf of the Owner on the terms herein, including any action or omission of the Registered Agent or any of its officers, directors, or shareholders, excepting only wilful acts or fraud by the Registered Agent, its officers, directors, or shareholders.

SCHEDULE

- 1. I am in the business of _____.
- 2. The source of funding for the incorporation and maintenance of the company and its accounts is from _____.
- 3. The funds to incorporate maintain and operate the company as well as any future transactions through the above company will not be from any illicit sources such as drug trafficking or money laundering.
- 4. I am not involved in any illicit activities nor is there any criminal or civil action pending or threatened against me or any related person.

DATE: _____ **DAY OF** _____, **20** .

BENEFICIAL OWNER

NAME IN BLOCK LETTERS _____

SIGNATURE _____

For and on behalf of TITOFF REALTY LTD. (REGISTERED AGENT)

NAME IN BLOCK LETTERS _____

SIGNATURE _____

Initials _____