

ORDER FORM TO INCORPORATE AN LLC IN DELAWARE (USA)

I _____ of _____

hereby instruct Titoff Realty Ltd. to form a **DELAWARE** Limited Liability Company (LLC) 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) State your source of funds _____

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

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

Initials _____

(F) Member (s) (Minimum required is one)

(i) Member(s) are as follows:

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

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

(G) Manager (Optional)

(i) Titoff Realty Ltd. to supply Nominee Manager

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

(H) Public Office:

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

Yes No

(b) Has any Beneficial Owner, Manager, Member or 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: _____

(I) Corporate Kit including of a Company Seal

Yes (Please add US\$100)

No

(J) Do you require a bank account?

Yes (US\$5,000 for same day bank account opening service

Yes (US\$500 Bank Introduction Service)

No

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

Yes – Notary Only

Notary and Apostille

(L) Do you require Certificate of Good Standing?

Yes - US\$250

No

(M) Do you require Certificate of Incumbency?

Yes - US\$250

No

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

Name	
Address Telephone	

(O) Please note that all annual fees are due each year. If a company fails to pay the annual fees on time, the late payment charge of US\$150 will be charged to your account. Also note that Titoff Realty Ltd. will not render any services to any LLC which has not paid their annual fees for the current year. These services includes Certificate of Good Standing, Certificate of Incumbency, Amendments etc., to name a few. I, hereby confirm that all invoices pertaining to renewals be sent to us by:

(a) Email to this address: _____

Initials _____

(b) Mail at _____

(P) 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 Delaware and having its office at _____
 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 Delaware known as _____ (Hereinafter called "the company").
- 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 Delaware.

Initials _____

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 _____ 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 State of Delaware of any change in the location of the registered office of the Company
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. If requested to do so by the Owner, to cause appropriate nominee managers 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.
6. Alert the Owner, generally, of changes or clarifications in the laws of Delaware that might affect the status or business of the Company.

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. Payment shall be made to Titoff Realty Ltd. Upon request, 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 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.

Initials _____

- ii. The Registered Agent, may at any time without assigning any reason therefore, resign by giving at least thirty (30) 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.

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.

Initials _____

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 _____