



## PANAMA OFFSHORE SERVICES INTL, INC.

Mail Address: PTY 296, PO Box 0832-2745, WTC  
Physical Address: Ave. Ricardo J. Alfaro, Sun Towers, 1<sup>st</sup> Floor, Office # 39  
Panama City, Rep. Of Panama  
Tel: ++(507) 236-8303 Fax: ++(507) 236-7150

### ENTITY & PROPERTY ORDER FORM

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#### 1. BUYER INFORMATION:

A. Complete Name: \_\_\_\_\_

B. Passport / Id. Number: \_\_\_\_\_

C. Complete Delivery Address: \_\_\_\_\_  
\_\_\_\_\_

D. City : \_\_\_\_\_

E. State/Province: \_\_\_\_\_

F. Zip Code: \_\_\_\_\_

G. Country: \_\_\_\_\_

H. Home Phone : (\_\_\_\_\_) \_\_\_\_\_

I. Work Phone: (\_\_\_\_\_) \_\_\_\_\_

J. Fax: (\_\_\_\_\_) \_\_\_\_\_

K. Email: \_\_\_\_\_

L. Second Email (optional) : \_\_\_\_\_

M. Preferred Method of Contact (email, telephone, or fax): \_\_\_\_\_

#### 2. NEW ENTITY - SELECTING A NAME:

If ordering a new entity, enter three name choices below. Panama Corporations must include the prefix "Inc", "Incorporated", "Corp", "Corporation" or "S.A.". Panama Foundations must include the word, "Foundation" in the name:

Entity 1:     A. \_\_\_\_\_

                  B. \_\_\_\_\_

                  C. \_\_\_\_\_

Entity 2:     A. \_\_\_\_\_  
                  B. \_\_\_\_\_  
                  C. \_\_\_\_\_

**3. NOMINEE DIRECTORS:**

Nominee Directors are provided at no additional charge.

Do you wish to use Nominee Directors? Yes \_\_\_\_\_ No \_\_\_\_\_

**4. APPOINT DIRECTORS:**

Nominee Directors can be provided at no additional charge. However, if you want to provide your own directors, please complete the details below. Please note that you must provide us with passport copies of each of the directors if you wish to use your own directors:

**A. PRESIDENT:**

Complete Name: \_\_\_\_\_  
Address (no PO box allowed): \_\_\_\_\_  
City: \_\_\_\_\_  
State/Province : \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Country : \_\_\_\_\_  
Country Where Passport Issued: \_\_\_\_\_  
Passport Number: \_\_\_\_\_

**B. SECRETARY:**

Complete Name: \_\_\_\_\_  
Address (no PO box allowed): \_\_\_\_\_  
City: \_\_\_\_\_  
State/Province: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Country : \_\_\_\_\_  
Country Where Passport Issued: \_\_\_\_\_  
Passport Number: \_\_\_\_\_

**C. TREASURER:**

Complete Name: \_\_\_\_\_  
Address (No PO box allowed) : \_\_\_\_\_  
City: \_\_\_\_\_  
State/Province: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Country Where Passport Issued: \_\_\_\_\_  
Passport Number : \_\_\_\_\_

Please provide any additional details regarding directors that you wish for us to know:

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**5. CAPITALIZATION & SHARE CERTIFICATES (RE: only corporations):**

Share Capitalization: US\$10K Standard \_\_\_\_\_ Special US\$ \_\_\_\_\_

Special Instructions: \_\_\_\_\_

Share Title: 100% to Bearer \_\_\_\_\_ 100% to Foundation \_\_\_\_\_

Special Instructions: \_\_\_\_\_

Note: Standard practice is to issue minimum capitalization of US\$10,000, with 100% of shares issued to the Bearer or to the Foundation (if applicable).

**6. SHARES TO BE ISSUED:**

A. Bearer Form: \_\_\_\_\_

B. Name: \_\_\_\_\_

C. Foundation: \_\_\_\_\_

**7. MAIL FORWARDING SERVICES:**

Would you like to use Mail Forwarding Services? Yes \_\_\_\_\_ No \_\_\_\_\_.

(Mail Forwarding Services includes a Corporate Mail Box and physical address in Panama City, Panama to receive mail or courier packages. The corporations mail and courier packages will be forwarded to you per your instructions. Courier or post mail forwarding costs will be billed to the corporation. Total cost is US\$300 per year.

If you would like to use mail forwarding, please complete the following:

A. Complete Address: \_\_\_\_\_

B. City: \_\_\_\_\_

C. State/Province: \_\_\_\_\_

D. Country : \_\_\_\_\_

E. Zip Code: \_\_\_\_\_

F. Indicate the method your mail should be forwarded to you:

Courier \_\_\_\_\_ Post \_\_\_\_\_ Email \_\_\_\_\_

G. Indicate the frequency that you would like your mail to be forwarded:

Monthly \_\_\_\_\_ Bi-Monthly \_\_\_\_\_ Semi-Annually \_\_\_\_\_ Annually \_\_\_\_\_

**8. ADDITIONAL CORPORATE DOCUMENTS:**

Check all documents that you wish to purchase:

A. Investment Advisor Contract (Additional US\$250): \_\_\_\_\_

B. General Manager Contract (Additional US\$250): \_\_\_\_\_

- C. Private Annuity Contract (Additional US\$250): \_\_\_\_\_
- D. Foundation Donation Forms (Additional US\$50): \_\_\_\_\_
- E. Certificate of Incorporation (Additional US\$75): \_\_\_\_\_

**9. PROPERTY TRANSACTION INFORMATION:**

**9.1. SELLER INFORMATION:**

- A. Complete Name: \_\_\_\_\_
- B. Passport / Id. Number: \_\_\_\_\_
- C. Complete Delivery Address: \_\_\_\_\_  
\_\_\_\_\_
- D. City : \_\_\_\_\_
- E. State/Province: \_\_\_\_\_
- F. Zip Code: \_\_\_\_\_
- G. Country: \_\_\_\_\_
- H. Home Phone : (\_\_\_\_\_) \_\_\_\_\_
- I. Work Phone: (\_\_\_\_\_) \_\_\_\_\_
- J. Fax: (\_\_\_\_\_) \_\_\_\_\_
- K. Email: \_\_\_\_\_
- L. Second Email (optional) : \_\_\_\_\_
- M. Corporation/Foundation: \_\_\_\_\_
- N. Entity Record information: \_\_\_\_\_
- O. Entity Directors information: \_\_\_\_\_  
\_\_\_\_\_

**9.2. PROPERTY DESCRIPTION (IF TITLED):**

- A. Title (Finca) Number: \_\_\_\_\_
- B. Roll: \_\_\_\_\_, Document: \_\_\_\_\_
- C. Area: \_\_\_\_\_
- D. Location (Place, Community, Subdivision, District and Province): \_\_\_\_\_  
\_\_\_\_\_

**9.3. PROPERTY DESCRIPTION (IF RIGHTS OF POSSESSION):**

- A. Area: \_\_\_\_\_
- B. Location (Place, Community, Subdivision, District and Province): \_\_\_\_\_  
\_\_\_\_\_

**9.4. TRANSACTION DESCRIPTION:**

A. Total Property Purchase Price: \$ \_\_\_\_\_

B. Payment form agreed:

Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Payments description agreed (which party agreed to pay the following):

SELLER:	BUYER:	DESCRIPTION:
		Seller's Attorney Fee
		Buyer's Attorney Fee
		Escrow Fees for Transaction ( <a href="http://www.panamatitle.com">www.panamatitle.com</a> )
		Registration Expenses
		Property Transfer Tax (if Titled)
		Bank Wire Fees (if applicable)
		Broker's Commission (if applicable)
		Other:

**9.5. ESTIMATE BALANCE FOR TRANSACTION:**

\$ \_\_\_\_\_ - (\$1,000.00) Payment for Corporation (optional)

\$ \_\_\_\_\_ - (\$1,000.00) Payment for Foundation (optional)

\$ \_\_\_\_\_ - (\$2,500.00) Payment for Complete Offshore Structure (optional)

\$ \_\_\_\_\_ - (\$1,200.00) Payment for Property Transaction: closing and registration

\$ \_\_\_\_\_ - (varies) Payment for Notary and Government Fees for registration

\$ \_\_\_\_\_ - (to Broker if any) Payment for Brokerage Commission

\$ \_\_\_\_\_ - Payment to Seller for Property Purchase

\$ \_\_\_\_\_ - (\$62.50) Local Bank Commission if Wire Transfer

\$ \_\_\_\_\_ - (\$50.00) Courier Fee (if applicable)

\$ \_\_\_\_\_ - (Escrow Fees) Panama Title & Escrow: [www.panamatitle.com](http://www.panamatitle.com)

\$ \_\_\_\_\_ - Other

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\$ \_\_\_\_\_ - Total amount for Transaction

**9.6. ADDITIONAL INFORMATION:**

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**10. SHIPPING METHOD:** Please send my Corporate Documents by:

A. Airmail (no surcharge - included with purchase): \_\_\_\_\_

B. Courier (US\$50 extra): \_\_\_\_\_

**INCORPORATION / ADMINISTRATION AGREEMENT**

In consideration of PANAMA OFFSHORE LEGAL SERVICES and/or PANAMA OFFSHORE SERVICES INTERNATIONAL INC. (here forward the "FIRM") agreeing to form, incorporate and/or administer one or more juridical entities (here forward the "ENTITY(S)") on my behalf,

I, \_\_\_\_\_  
, passport # \_\_\_\_\_ Citizen of \_\_\_\_\_, with address at \_\_\_\_\_

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(here forward the "CLIENT"), hereby UNDERTAKE and AGREE to indemnify and hold harmless the FIRM, their affiliated companies and their respective owners, agents, servants and employees, and to keep them indemnified and held harmless, from any and all actions, suits, proceedings, claims, demands, costs and expenses whatsoever (whether in contract or in tort) which may be made or taken against them or any of them, in respect of them or any of them taking any action, or failing to take any action, with respect to the formation, incorporation or administration of, or otherwise in connection with, the ENTITY(S) formed by the FIRM on my behalf.

I, the CLIENT, agree to pay the FIRM for all annual fees for Resident Agent, Registered Office (if applicable), Nominee Directors (if applicable), Corporate Government Taxes (if applicable), as well as all other legal fees, government fees, taxes, or other charges, fees, or applicable costs that are associated with the services provided by the FIRM as per the agreed upon terms & conditions or schedule of fees of the FIRM. In the event of non-payment of fees to the FIRM, I agree to; (a) renounce all rights to the ENTITY(S) formed, (b) to return all original corporate documents, shares, & certificates to the FIRM, and (c) authorize the FIRM to make all changes or registrations necessary for the ENTITY(S) to be dissolved or re-structured as per the discretion of the FIRM.

I, the CLIENT, agree that these obligations shall be binding upon my executors, administrators and successors in title. I further agree that this Indemnity Agreement shall be subject only to, and interpreted only under, the laws of Republic of Panama, and that any and all legal proceedings relating thereto shall be subject to the exclusive jurisdiction of the courts of Panama, and that no proceedings shall be instituted in the courts of any other jurisdiction with respect hereto.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **PROPERTY TRANSACTION SERVICES AGREEMENT**

1. **Agreement:** The present Property Transaction Services Agreement is between the law firm Panama Offshore Legal Services, Panama Offshore Services International Inc., Panama Title & Escrow Inc., their affiliated companies and their respective owners, agents, directors, nominees, and employees (THE FIRM) and the client (CLIENT), who is the entity (corporation or foundation) and/or person (private individual) for whom the property transaction is being processed.
2. **Fees & Costs:** THE FIRM charges a fee to the CLIENT for the extensive time and costs associated with the property transaction processing service, which may include, but not limited to; property ownership research (title search), government inspection and/or verification of right of possession certification, buy/sell contracts, buyer/seller interface, documentation preparation, escrow services, coordinating the closing, and title or rights of possession transfer. CLIENT agrees to pay THE FIRM'S fees in total, as per THE FIRMS published fee schedule, prior to processing the property transaction. In addition, CLIENT is responsible to pay for all other associated costs, such as, but not limited to; government expenses, property taxes, notary fees, public registry fees, government inspection fees, courier fees, surveyor fees, or other additional costs that may be incurred during the property transaction processing. THE FIRM shall provide the CLIENT with an estimated balance of all fees and costs associated with the property transaction, so the CLIENT can send full payment to escrow, from where disbursements shall be made to all parties involved in the property transaction, and CLIENT authorizes THE FIRM to make said disbursements.
3. **Time Frame:** Assuming that all information is provided, THE FIRM will make it's best effort to process the property transaction in a timely fashion as per the agreements between buyer and seller, however, due to uncontrollable situations and factors that may cause delays in the transaction processing, such as, but not limited to; government delays, public registry delays, delays on behalf of the counter party's attorney, surveyor delays, delays in the seller or buyer providing complete information or documentation, etc., THE FIRM cannot guarantee a specified time frame to complete the transaction from start to finish.
4. **Right of Possession Notification & Disclaimer:** The CLIENT declares that he has been informed in regards to the risks associated with purchasing Right of Possession property, and the CLIENT takes full responsibility for any future claims on the property from any third parties.
5. **Future Claims:** THE FIRM takes absolutely no responsibility for future claims on property titles and/or right of possession properties, and the CLIENT agrees to indemnify and hold THE FIRM harmless for any future claims, actions, suits, proceedings, demands, costs or expenses whatsoever associated with the property.
6. **Client Due Diligence:** Due diligence document requirements and origin of funds requirements should be presented exactly as requested, otherwise, there could be delays in the clearing of funds through escrow. Delays in transactions may occur, (or in some cases return of funds), if proper origin of funds documentation is not presented as requested in a timely fashion. THE FIRM does not take responsibility for delays in transactions caused by delays in source of funds documentation provided by CLIENT, or additional due diligence documentation required by the bank for the funds clearing, based on the banks additional compliance requirements on a case by case basis.
7. **Refunds:** In the event that CLIENT'S property transaction cannot be completed due to issues such as, but not limited to; faulty title or right of possession documents, claims from third parties, tax issues, buyer/seller disagreements, clearing of funds through banks, or any other reason, NO REFUND of fees or costs incurred will be granted to the CLIENT, however, THE FIRM may, at its own discretion, offer to refund part of the fees, depending on the circumstances.
8. **Declaration:** CLIENT declares that; a) all information provided to THE FIRM is true and correct; b) all due diligence documents are authentic; c) origin of all funds deposited to escrow were obtained legally; d) CLIENT has not received any foreign (non-Panamanian) tax advice or investment advice from THE FIRM.
9. **Taxes:** CLIENT takes full responsibility for any and all income taxes, capital gains taxes, or any other kind or type of tax or tax reporting to any government authority required by law in any country. THE FIRM has not provided any foreign (non-Panamanian) tax advice to the CLIENT. THE FIRM shall be relieved of any responsibility whatsoever related to taxes or tax reporting on behalf of the CLIENT or the CLIENT'S entity(s) in any country.
10. **Indemnity:** CLIENT agrees to indemnify and hold harmless THE FIRM, and to keep THE FIRM indemnified and held harmless, from any and all actions, suits, proceedings, claims, demands, costs and expenses whatsoever (whether in contract or in tort) which may be made or taken against them or any of them, in respect of them or any of them taking any action, or failing to take any action, with respect to any and all property transaction processing services, title searches, escrow services, incorporation service, nominee directors service, or any other services provided by THE FIRM on CLIENT'S behalf.
11. **Understanding:** By requesting a property transaction processing service from THE FIRM, the CLIENT hereby declares that he/she has read and understands the present agreement, and the CLIENT agrees to the terms and conditions set forth herein on the \_\_\_\_\_ of \_\_\_\_\_, 200\_\_\_\_\_.

CLIENT

THE FIRM

\_\_\_\_\_  
Name: \_\_\_\_\_  
ID #: \_\_\_\_\_

\_\_\_\_\_  
HOMERO CEVALLOS  
ID #: 8-428-1291