

FIDESCO TRUST CORPORATION

Established 1997

P.O. Box 1058 ♦ Basseterre ♦ St. Kitts ♦ East Caribbean

Telephone: +1-869-466-6989 ♦ Telecopier: +1-869-466-7355 ♦ E-Mail: info@fidesco.com

Dear Prospective Client,

Limited Partnership Services Application

Thank you very much for your interest in our Company.

Whether you are an Individual acting for your own account or for the account of any company, partnership, association or other body of persons whether corporate or unincorporate (hereinafter called "Organisation"), you should seek professional advice from a reputable lawyer specialised in International Tax Planning or from one of the leading international firms of chartered/certified public accountants before acquiring any offshore limited partnership. You should ensure that your professional adviser informs you about all restrictions and reporting requirements that will apply to you or your Organisation once such limited partnership has been acquired.

Take a moment to review our General Terms and Conditions before completing the Forms contained in this application package. When you are ready to send in your Application by mail or, preferably by courier, then please ensure that you have enclosed all the relevant Forms and all of the documents listed in Form E of the Application. We can review but we can not accept documents provided in any electronic format.

Please wait until you receive our Notice of Acceptance and the Fee Note describing the services to be provided by us before sending any funds.

We are looking forward to receiving your Application in due course together with the aforementioned documents.

With our best regards.

Yours sincerely,
FIDESCO TRUST CORPORATION.

1. The following terms shall where the context so admits, have the meanings hereinafter assigned to them:

“Appointee” means any officer or employee of the Fiduciary provided by it to act as a director or officer of an Entity.

“Entity” means the entity incorporated, registered, established, managed or administered by the Fiduciary for or on behalf of the Client.

“Client” means a person for which the Fiduciary has accepted to provide services and shall include any person on whose instructions any such person is accustomed to act and shall in the case where there is more than one Client mean such Clients jointly and severally.

“Controller” means any person who holds any executive powers in respect of an Entity and shall in the case where there is more than one Controller mean such Controllers jointly and severally.

“Fiduciary” means Fidesco Trust Corporation and shall include any of its directors, officers, employees, successors in title and assigns.

“person” means a natural person, company, foundation, partnership, association or other body of persons (whether corporate or unincorporate) and shall in the case of a natural person include his heirs, personal representatives and assigns and in the case of a body corporate its successors in title and assigns.

2. Upon request, the Client shall provide the Fiduciary with whatever information the Fiduciary may reasonably require about the background of the Client and the affairs of the Entity. The Fiduciary shall be under no obligation whatsoever to return to the Client any of the documents which may contain such information. The Fiduciary will not disclose any of the information so obtained unless compelled to do so under any bankruptcy, criminal control, anti money laundering or other laws in effect in the Federation of Saint Christopher (St. Kitts) and Nevis, PROVIDED ALWAYS, that the Fiduciary shall be authorised to disclose to third parties any information obtained about the Client or the Entity for the purpose of establishing and maintaining for the Entity business relationships with banks and other financial institutions.
3. The Fiduciary will provide to or in respect of the Client or the Entity such services as the Fiduciary may in its absolute discretion accept to provide. The Fiduciary reserves the right to decline to enter into a business relationship with any person without giving any reasons therefor. In providing any such services, the Fiduciary will carry out any and all instructions given by or with the authority of the Client, but the Fiduciary will not be required to carry out instructions which appears to it to be dishonest, illegal, improper, incorrect or in any other way inconsistent with its policies. The Fiduciary is authorised, but not required, to take any action which it deems necessary whenever it is impractical or impossible to obtain instructions from the Client

in due time or whenever action is stated to be required by law or by ruling or practice of appropriate authorities, local or foreign, in whichever instances the Fiduciary shall not be required to determine whether such actions were required or necessary according to a correct interpretation of such law, rulings or practice or to contest or otherwise oppose such actions.

4. The Fiduciary shall not be liable in any way for acting according to opinions, advice, instructions, requests, certificates, powers of attorney or other instruments believed by it to be genuine. In consideration of the Fiduciary agreeing to provide any service for the Client or the Entity, the Client will indemnify the Fiduciary against all actions or claims made by any person in respect of such services including any acts or omissions in the carrying out of any instructions which it believes to have been genuinely given by the Client however received notwithstanding that such instructions may later prove not to have been given by the Client or with his authority. This indemnity shall apply in respect of all acts or omissions except those attributable to the dishonesty of the Fiduciary. Any termination of the business relationship between the Client and the Fiduciary shall not relieve the Client of his obligations under this indemnity.
5. An Appointee may at the sole discretion of the Fiduciary also act at any time and from time to time as Appointee for any other Entity to which or in respect of which the Fiduciary is providing any services. Where an Appointee is a Controller, then such Appointee shall not be deemed to be the agent or nominee of any Client. Every Appointee who is a Controller will in exercising his powers and discharging his duties act honestly and in good faith with a view to the best interest of the Entity and exercise the care, diligence and skill that a reasonable prudent person would exercise in comparable circumstances. The duties imposed on an Appointee who is a Controller are owed to the Entity alone and not to any Client.
6. Where the Fiduciary is providing any office for the Entity, then such office is made available on the basis of licence revocable at will by the Fiduciary and if such licence is revoked by the Fiduciary, then the Client shall immediately undertake at the expense of the Entity any and all steps which are then deemed necessary by the Fiduciary to change the address of such office to another address.
7. The Client shall not without the prior consent in writing of the Fiduciary use, or cause or permit to be used, directly or indirectly, in any text or document or promotional literature, the name of the Fiduciary or the address of any office provided by the Fiduciary or any text or document or promotional literature prepared by the Fiduciary. In any text or document or promotional literature prepared by the Fiduciary which contains information, *inter alia*, on corporate, trust, fiscal, immigration and commercial matters, such information does not purport to be legal or other professional advice and shall not be taken to constitute such advice.

8. In consideration of the Fiduciary performing any service for the Client or the Entity, the Client shall pay and accordingly authorises the Fiduciary to collect all fees in accordance with its fee schedules and terms of payment from time to time in effect. The Client shall also reimburse the Fiduciary for any and all expenses, taxes and other charges incurred by it in the carrying out of any service for the Client or the Entity. The fees, expenses, taxes and other charges of the Fiduciary for performing any service for the Client or the Entity shall be a first charge on the assets of the Entity and in the case where the Entity has no assets or is no longer in existence, then on the assets of the Client.
9. Fees quoted in the fee schedules of the Fiduciary cover the services described therein and are not refundable. Neither do these fees include any expenses, taxes and other charges which may be incurred by the Fiduciary in the carrying out of any service. The term "year" in the fee schedules of the Fiduciary is a period of 12 consecutive calendar months which may or may not coincide with a calendar year.
10. Fee notes in respect of services payable annually in advance are delivered by the Fiduciary to the Client thirty days before the expiration of the current period. Fee notes for other services are delivered to the Client after the Fiduciary performed the relevant service. Fee notes will include the fee payable for providing the service described therein, plus any expenses, taxes and other charges incurred by the Fiduciary in providing such service up to the date of the fee note, less any fee or other amount that the Fiduciary has received in advance in respect of such service. All amounts outstanding are payable within a period of thirty days from the date of the relevant fee note.
11. If the Client should fail to pay in full any amount outstanding by the date on which it is due, the Fiduciary will assume that the Client no longer requires any of the services provided by the Fiduciary to or in respect of the Client or the Entity. After the expiration of a period of ten days from the date on which such payment as aforesaid is due, the Fiduciary will proceed to take such steps as it may consider appropriate to protect itself against any liabilities or losses and may impose a late payment fee not exceeding one percent per month on any amount outstanding.
12. Payments must be made to the Fiduciary in dollars of the United States of America and may be paid either by bank draft or international money order forwarded to the Fiduciary or otherwise by wire transfer to such bank as the Fiduciary may by notice in writing notify to the Client.
13. The Client and the Fiduciary may send to each other instructions, notices, documents or any other communication either by prepaid airmail or by telecopier, PROVIDED ALWAYS, that the Fiduciary may send fee notes by e-mail message attachment. Each communication shall be addressed if to the Fiduciary, at its registered office or at such other address as it may by notice in writing notify to the Client from time to time, and if to the Client, at his address or at such other address as the Client may by notice in writing notify to the Fiduciary from time to time. So that the Fiduciary may at all times be able to contact the Client should the need arise, the Client agrees to inform the Fiduciary immediately upon changing his address or telephone or telecopier number. Communication sent by prepaid mail shall be deemed to have been received fourteen days after being posted and immediately if received by telecopier or, in the case of fee notes sent by e-mail message attachment, upon receiving a delivery or read receipt for the message. It shall not be necessary for the Fiduciary to provide proof of postage when sending communication to the Client by prepaid mail.
14. All communications and documents sent by the Client to the Fiduciary shall either be in English or accompanied by a certified translation into English by a translator acceptable to the Fiduciary and if there is a conflict, the English translation shall prevail over the original language version. The English text of these General Terms and Conditions shall prevail if there is a conflict between it and any translation into another language.
15. The business relationship between the Fiduciary and the Client may be terminated by the Fiduciary at any time and by the Client on three months' notice in writing to the Fiduciary provided that termination by the Client shall not be effective until the Client has discharged or caused to be discharged all obligations of himself to the Fiduciary.
16. Transactions effected by the Fiduciary for the Client or the Entity are subject to all applicable laws, rules and regulations and so that any such laws, rules and regulations will prevail in the event of any conflict with these General Terms and Conditions. The Fiduciary may take or omit to take any action it considers fit to ensure compliance with the same and all such actions are binding on the Client.
17. The Fiduciary reserves the right to vary these General Terms and Conditions from time to time as it thinks fit and any such variation shall be communicated to the Client by notice in writing.
18. These General Terms and Conditions shall be governed by and construed in accordance with the laws of the Federation of Saint Christopher (St. Kitts) and Nevis and the Client for the benefit of the Fiduciary hereby irrevocably submits to the non-exclusive jurisdiction of the Courts thereof in connection with any such action or proceeding that may arise out of or in connection with these General Terms and Conditions.

PLEASE RETAIN A COPY OF THESE GENERAL TERMS AND CONDITIONS FOR FUTURE REFERENCE.

FORM A - Particulars of Client

Name of Client (for Individuals) or Name of Authorised Representative (for Companies, Partnerships, or Trusts)

1a _____
 First Name M.I. Last Name

2a _____
 Former Names (if any)
 Citizen of Date of Birth

3a _____
 Country Name Day Month Year
 Identity Document (Please tick appropriate box in 4a below) Number

4a Passport Identity Card Social Security Card Driving Licence
 Issued by Issued on

5a _____
 Country Name Day Month Year

Residential Address of Client (P.O. Box number is not accepted)

1b _____
 Street Number Street Name Apartment No.

2b _____
 City Name State Postal/Zip Code

3b _____
 Country Name

4b _____
 Telephone Number Telecopier Number (if any) E-mail Address (if any)

Mailing Address of Client (if other than Residential Address)

1c _____
 Street Number Street Name Office/Suite No.

2c _____
 P.O. Box Number City Name

3c _____
 State Postal/Zip Code Country

Name of Client (for Companies, Partnerships, or Trusts. Please insert name of one Authorised Representative in 1a above)

1d _____
 Name of Entity

Incorporated, Registered or Otherwise Established In: On:

2d _____
 Country Name Day Month Year

Address of Registered Office or Principal Place of Business (P.O. Box number is not accepted)

1e _____
 Street Number Street Name Office/Suite No.

2e _____
 City Name State Postal/Zip Code

3e _____
 Country Name

4e _____
 Telephone Number Telecopier Number (if any) E-mail Address (if any)

FORM B - Particulars of Limited Partnership

Proposed Names for Limited Partnership (please give three names in order of preference)

First Name

1a

Ending for First Name (Please select one by ticking the appropriate box in 2a below)

2a

[] Limited Partnership [] L.P.

Second Name

3a

Ending for Second Name (Please select one by ticking the appropriate box in 4a below)

4a

[] Limited Partnership [] L.P.

Third Name

5a

Ending for Third Name (Please select one by ticking the appropriate box in 6a below)

6a

[] Limited Partnership [] L.P.

Type of Limited Partnership to be Established (Please select one by ticking appropriate box in 1b below)

1b

[] Exempt [] Ordinary

Limited Partnership Administration Service Required (Please select one by ticking appropriate box in 1c below)

1c

[] Basic Administration [] Full Administration

Short Description of the Purposes of the Limited Partnership

1d

Multiple horizontal lines for text entry.

Capital of Limited Partnership (expressed in units of interest in the capital of the limited partnership)

Number of Units to be Allocated to General Partner(s)

1e

Total Number of Units Value of Unit Currency

Number of Units to be Allocated to Limited Partner(s)

2e

Total Number of Units Value of Unit Currency

FORM C - Particulars of General Partner *(Please use one page per general partner)*

Number of Units to be Allocated to General Partner Named in 1b or 1e Below

1a _____ Units

Name of General Partner (for Individuals) or Name of Authorised Representative (for Companies, Partnerships, or Trusts)

1b _____
 First Name M.I. Last Name

Citizen of _____ Date of Birth _____

2b _____
 Country Name Day Month Year

Identity Document (Please tick appropriate box in 3b below) Number

3b Passport Identity Card Social Security Card Driving Licence
 Issued by _____ Issued on _____

4b _____
 Country Name Day Month Year

Residential Address of General Partner (P.O. Box number is not accepted)

1c _____
 Street Number Street Name Apartment No.

2c _____
 City Name State Postal/Zip Code

3c _____
 Country Name

4c _____
 Telephone Number Telecopier Number (if any) E-mail Address (if any)

Mailing Address of General Partner (if other than Residential Address)

1d _____
 Street Number Street Name Office/Suite No.

2d _____
 P.O. Box Number City Name

3d _____
 State Postal/Zip Code Country

Name of General Partner (for Companies, Partnerships or Trusts. Please insert name of one Authorised Representative in 1b above)

1e _____
 Name of Entity
 Incorporated, Registered or Otherwise Established In: _____ On: _____

2e _____
 Country Name Day Month Year

Address of Registered Office or Principal Place of Business of General Partner (P.O. Box number is not accepted)

1f _____
 Street Number Street Name Office/Suite No.

2f _____
 City Name State Postal/Zip Code

3f _____
 Country Name

4f _____
 Telephone Number Telecopier Number (if any) E-mail Address (if any)

FORM D - Particulars of Limited Partner *(Please use one page per limited partner)*

Number of Units to be Allocated to Limited Partner Named in 1b or 1e Below

1a _____ Units

Name of Limited Partner (for Individuals) or Name of Authorised Representative (for Companies, Partnerships, or Trusts)

1b _____
 First Name M.I. Last Name

Citizen of _____ Date of Birth _____

2b _____
 Country Name Day Month Year

Identity Document (Please tick appropriate box in 3b below) Number

3b Passport Identity Card Social Security Card Driving Licence
 Issued by _____ Issued on _____

4b _____
 Country Name Day Month Year

Residential Address of Limited Partner (P.O. Box number is not accepted)

1c _____
 Street Number Street Name Apartment No.

2c _____
 City Name State Postal/Zip Code

3c _____
 Country Name

4c _____
 Telephone Number Telecopier Number (if any) E-mail Address (if any)

Mailing Address of Limited Partner (if other than Residential Address)

1d _____
 Street Number Street Name Office/Suite No.

2d _____
 P.O. Box Number City Name

3d _____
 State Postal/Zip Code Country

Name of Limited Partner (for Companies, Partnerships or Trusts. Please insert name of one Authorised Representative in 1b above)

1e _____
 Name of Entity
 Incorporated, Registered or Otherwise Established In: _____ On: _____

2e _____
 Country Name Day Month Year

Address of Registered Office or Principal Place of Business of Limited Partner (P.O. Box number is not accepted)

1f _____
 Street Number Street Name Office/Suite No.

2f _____
 City Name State Postal/Zip Code

3f _____
 Country Name

4f _____
 Telephone Number Telecopier Number (if any) E-mail Address (if any)

FORM E – Documents to be Provided with Application

Documents listed in paragraphs 1 and 2 below,

- must be originals (i.e. certified copies of documents must be originals not copies of the certified copies); and
- must be in the English language or accompanied by a certified translation into English acceptable to us.

Documents listed in paragraph 2 below,

- must be provided if the stocks of an organisation are not quoted on a recognised stock exchange or in an organised over-the-counter market.

1. For each Individual who will be a General Partner or Limited Partner of the Limited Partnership:

- 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.

- Two letters of reference for such Individual, one from the bank or other financial institution at which such Individual is maintaining a personal account and one from a lawyer or chartered/certified public accountant who knows such Individual personally.

Letters of reference must not be older than six months and must be addressed to us. These letters must be dated, typed on the letter head 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 how long the Individual named therein is known to the professional who is giving the reference. In either case, we reserve the right to refuse to accept letters of reference if the individual named therein is known to the person who is giving the reference for less than two years.

2. For each Organisation that will be a General Partner or Limited Partner of the Limited Partnership:

- Certified copy of the certificate of incorporation, certificate of registration or equivalent document issued by the relevant authority of the jurisdiction in which such Organisation was established.

- 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.

- If the Organisation is in existence since more than one year, a certified copy of a letter of good standing or equivalent document issued by the relevant authority of the jurisdiction in which such Organisation was established.

The three documents mentioned above must be certified by a Notary Public or Commissioner of Oaths unless they are the originals of official duplicates issued by the relevant authority of the jurisdiction in which such Organisation was established.

- The documents listed in paragraph 1 above for each Individual who is a Beneficial Owner, Member, Director, or Officer of such Organisation.

- The documents listed in this paragraph 2 for each Organisation that is a Beneficial Owner, Member, Director, or Officer of such Organisation together with a certificate of incumbency or other equivalent document acceptable to us listing the full name and address of each Beneficial Owner, Member, Director, and Officer of that Organisation.

YOU MUST PROVIDE US WITH THE CORRECT DOCUMENTS THAT APPLY IN YOUR PARTICULAR CASE AND THESE DOCUMENTS MUST BE IN THE FORMAT FIRST PRESCRIBED ABOVE.

WE WILL BE UNABLE TO PROVIDE ANY SERVICE IF YOU ARE NOT PROVIDING US WITH ALL THE CORRECT DOCUMENTS WHICH MUST EACH BE IN THE PRESCRIBED FORMAT.

YOU ARE REQUESTED TO DO THIS IN ORDER TO ENABLE US TO COMPLY WITH THE GUIDANCE NOTES ON THE PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING ISSUED BY THE SAINT CHRISTOPHER AND NEVIS FINANCIAL SERVICES COMMISSION PURSUANT TO REGULATIONS MADE UNDER THE PROCEEDS OF CRIME ACT OF THE FEDERATION OF SAINT CHRISTOPHER AND NEVIS.