

INFORMATION NEEDED FOR COMPANY FORMATION IN TURKS AND CAICOS ISLANDS, BWI

Thank you for choosing GPW and Associates, Inc. ("GPW") for the formation of your new Turks and Caicos Islands ("TCI"), British West Indies domiciled reinsurance Company. To enable us to better serve you the following information is required before the company can be processed, incorporated or licensed.

COMPLETION CHECKLIST

- Have you answered each question fully and legibly, and have you attached supplemental pages or documents when necessary to respond to a question? Answer "None" or "Not Applicable" where pertinent.
- Have you attached a notarized ***Affidavit in Support of Application for Insurance License*** and legible, color copy of the passport for each Director/Officer/Shareholder of the reinsurance company? If a passport is unavailable, a color copy of the driver's license is acceptable. **As part of the compliance with the Anti-Money Laundering Regulations, the Turks and Caicos Islands requires this information as part of its background check.**
- If a shareholder is a trust, have you attached a copy of the trust?
- Have you completed section "16. ADDITIONAL INFORMATION THAT MAY AFFECT THE TAXATION OF THE INSURANCE COMPANY"?
- Have you included a retainer check for \$5,000 for a single stock class reinsurance company (\$6,000 for a multiple stock class company) made payable to GPW and Associates, Inc.?

GPW has included a sample of a Stock Buy-Sell Agreement for any shareholder. GPW recommends that your attorney review the agreement prior to execution.

GPW and Associates, Inc. is authorized to provide information pertaining to this company to the ceding company(ies) and bank(s) in order to assist with the preparation of reinsurance and trust agreements and the establishment of bank account(s). The information may include photo identification and tax and accounting information. Information will not be released to unauthorized third parties.

This company formation has been authorized by: _____
An individual to be an officer of the Company

Please complete and mail the following checklist to:
GPW and Associates, Inc.
3101 N. Central Avenue, Suite 400
Phoenix, Arizona 85012

If you have any questions, please contact either
Brenda Canty at bcanty@gpwa.com (602-200-6935)
or
Jeremy Elsberry at jelsberry@gpwa.com (602-200-6909)

1. **Type of Company:** Simple (voting common stock only)
(check one) Multiple Class (additional types of stock authorized)

2. **Requested Name of Company:** First Choice: _____
Second Choice: _____

Your selection must: (1) include the word "Reinsurance" in name; and (2) be approved by the TCI Insurance Supervisor (GPW will reserve name).

3. **Primary Contact Person for Reinsurance Company:** Send all correspondence directly to this contact
(check one) DO NOT send correspondence to this contact

Name: _____ Phone: _____ Fax: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Email: _____ Website: _____

- Agent or Administrative Contact for Reinsurance Company:** Send all correspondence directly to this contact
(check one) CC this contact on all correspondence
 N/A

Name: _____ Phone: _____ Fax: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Email: _____ Website: _____

Please attach an additional sheet if necessary

As part of the compliance with the Anti-Money Laundering Regulations, the Turks and Caicos Islands (TCI) requires the following information to be completed as part of its background check to incorporate and license any new reinsurance company.

Please attach an *Affidavit in Support of Application for Insurance License* and **legible** color copy of the passport for each Director, Officer, and Shareholder (or beneficial owner(s) if shareholder is a Trust) of the reinsurance company. If a passport is unavailable, a color copy of the driver's license is acceptable. Please indicate which is attached.

4. Shareholder(s)

*Shareholders are not limited to individuals; a shareholder can also be an entity, such as a trust, corporation or limited liability company. If the shareholder is a trust, provide the name(s) and address(es) of the beneficial owner(s). Please provide the Social Security Number (SSN), Employer Identification Number (EIN) or Taxpayer Identification number (TIN) and **Affidavit in Support of Application for Insurance License**.*

Full Legal Name: _____ This is a trust (each beneficiary's name/address attached)
SSN/EIN/TIN: _____ Ownership %: _____ Color copy of Passport Driver's License
Mailing Address: _____ City: _____ State: _____ Zip: _____

Full Legal Name: _____ This is a trust (each beneficiary's name/address attached)
SSN/EIN/TIN: _____ Ownership %: _____ Color copy of Passport Driver's License
Mailing Address: _____ City: _____ State: _____ Zip: _____

Full Legal Name: _____ This is a trust (each beneficiary's name/address attached)
SSN/EIN/TIN: _____ Ownership %: _____ Color copy of Passport Driver's License
Mailing Address: _____ City: _____ State: _____ Zip: _____

Full Legal Name: _____ This is a trust (each beneficiary's name/address attached)
SSN/EIN/TIN: _____ Ownership %: _____ Color copy of Passport Driver's License
Mailing Address: _____ City: _____ State: _____ Zip: _____

Full Legal Name: _____ This is a trust (each beneficiary's name/address attached)
SSN/EIN/TIN: _____ Ownership %: _____ Color copy of Passport Driver's License
Mailing Address: _____ City: _____ State: _____ Zip: _____

Full Legal Name: _____ This is a trust (each beneficiary's name/address attached)
SSN/EIN/TIN: _____ Ownership %: _____ Color copy of Passport Driver's License
Mailing Address: _____ City: _____ State: _____ Zip: _____

Please attach an additional sheet if necessary

5. Directors

A minimum of two Directors are required. Please attach an Affidavit in Support of Application for Insurance License and legible color copy of the passport for each Director. If a passport is unavailable, a color copy of the driver's license is acceptable. Please indicate which is attached.

Full Legal Name: _____ Color copy of Passport Driver's License

Mailing Address: _____ City: _____ State: ____ Zip: _____

Full Legal Name: _____ Color copy of Passport Driver's License

Mailing Address: _____ City: _____ State: ____ Zip: _____

Full Legal Name: _____ Color copy of Passport Driver's License

Mailing Address: _____ City: _____ State: ____ Zip: _____

Full Legal Name: _____ Color copy of Passport Driver's License

Mailing Address: _____ City: _____ State: ____ Zip: _____

Please attach an additional sheet if necessary

6. Officers

A minimum of three Officers are required. A person may hold more than one office; however the president and secretary may not be the same person. Please attach an Affidavit in Support of Application for Insurance License and legible color copy of the passport for each Director. If a passport is unavailable, a color copy of the driver's license is acceptable. Please indicate which is attached.

President (required)

Full Legal Name: _____ Color copy of Passport Driver's License

Mailing Address: _____ City: _____ State: ____ Zip: _____

Secretary (required)

Full Legal Name: _____ Color copy of Passport Driver's License

Mailing Address: _____ City: _____ State: ____ Zip: _____

Treasurer (required)

Full Legal Name: _____ Color copy of Passport Driver's License

Mailing Address: _____ City: _____ State: ____ Zip: _____

Vice President (optional)

Full Legal Name: _____ Color copy of Passport Driver's License

Mailing Address: _____ City: _____ State: ____ Zip: _____

Please attach an additional sheet if necessary

7. Officers who will be authorized signatory on corporate bank account: (select all that apply)

- President Secretary Treasurer Vice President

8. Combined Initial Capital and Surplus: \$ _____ (Based on the requirement of Primary Insurer(s)/Ceding Company(ies))

9. Annual Meeting Date: _____ (December 31st will be assumed unless instructed otherwise)

10. U.S. Registered Agent: GPW and Associates, Inc. will assume these duties.

The U.S. Registered Agent must be knowledgeable and able to comply with TCI regulations and laws.

I prefer the U.S. Registered Agent be someone other than GPW and Associates, Inc.

(Name and Address of U.S. Registered Agent if not GPW and Associates, Inc.)

11. The TCI License is very specific and will list each line of business.

Select all Lines of Business that apply and list the Primary Insurer(s) for each Line of Business

Line of business:	Primary Insurer(s)/Ceding Company(ies):
<input type="checkbox"/> Credit Life & Credit Disability	_____
<input type="checkbox"/> Credit Property Insurance	_____
<input type="checkbox"/> Dent & Ding	_____
<input type="checkbox"/> Etch/Theft	_____
<input type="checkbox"/> GAP	_____
<input type="checkbox"/> Key Replacement	_____
<input type="checkbox"/> Lifetime Powertrain	_____
<input type="checkbox"/> Paint & Fabric	_____
<input type="checkbox"/> Prepaid Maintenance	_____
<input type="checkbox"/> Tire & Wheel	_____
<input type="checkbox"/> Vehicle Service Contracts	_____
<input type="checkbox"/> Windshield Repair	_____
<input type="checkbox"/> Other: _____	_____

Please attach an additional sheet if necessary

12. Name and address of dealership(s) from which the business will be produced:

<u>Full legal name of entity including any DBAs</u>	<u>State of Incorporation</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please attach an additional sheet if necessary

13. Business Plan Information - the following information is required:

This section can be substituted with a product proforma provided by product administrator, agent or primary insurance company.

<u>Product</u>	<u>Estimated Annual Premiums</u>	<u>Front End Commission</u>	<u>Ceding Fees</u>	<u>Premium Taxes</u>	<u>Estimated Loss Ratio</u>	<u>Expenses</u>
Credit Life & Credit Disability	\$ _____	_____ %	_____ %	_____ %	_____ %	\$ _____
Credit Property Insurance	\$ _____	_____ %	_____ %	_____ %	_____ %	\$ _____
Dent & Ding	\$ _____	<u>N/A</u> %	_____ %	_____ %	_____ %	\$ _____
Etch/Theft	\$ _____	<u>N/A</u> %	_____ %	_____ %	_____ %	\$ _____
GAP	\$ _____	<u>N/A</u> %	_____ %	_____ %	_____ %	\$ _____
Key Replacement	\$ _____	<u>N/A</u> %	_____ %	_____ %	_____ %	\$ _____
Lifetime Powertrain	\$ _____	<u>N/A</u> %	_____ %	_____ %	_____ %	\$ _____
Paint & Fabric (Chemical)	\$ _____	<u>N/A</u> %	_____ %	_____ %	_____ %	\$ _____
Prepaid Maintenance	\$ _____	_____ %	_____ %	_____ %	_____ %	\$ _____
Tire & Wheel	\$ _____	<u>N/A</u> %	_____ %	_____ %	_____ %	\$ _____
Vehicle Service Contract (VSC)	\$ _____	<u>N/A</u> %	_____ %	_____ %	_____ %	\$ _____
Windshield Repair	\$ _____	_____ %	_____ %	_____ %	_____ %	\$ _____
Other: _____	\$ _____	_____ %	_____ %	_____ %	_____ %	\$ _____

Please attach an additional sheet if necessary

14. Other Agreements/Understandings

If there are any other agreements and/or understandings with any affiliates or other entities (i.e. management agreements, experience commission agreements, investment agreements, etc.), we may need to disclose and submit copies of agreement(s) to the Insurance Supervisor. If you are contemplating this type of arrangement, please call us to discuss.

Please attach an additional sheet if necessary

15. Please include check made payable to GPW and Associates, Inc.

(check one based on the type of company)

- \$5,000 for a single stock class reinsurance company is included
- \$6,000 for a multiple stock class reinsurance company is included

16. Do the shareholder(s) own any other companies taxed as a C corporation? (check one)

- Yes - Insurance or Reinsurance Company
- Yes - Non-Insurance Company
- No

17. Controlled Group Information

If the shareholder(s) own any other companies taxed as a C corporation, please complete the following:

Company Name: _____ Ownership %: _____

Contact: _____ Phone: _____ Email: _____

Company Name: _____ Ownership %: _____

Contact: _____ Phone: _____ Email: _____

Company Name: _____ Ownership %: _____

Contact: _____ Phone: _____ Email: _____

Company Name: _____ Ownership %: _____

Contact: _____ Phone: _____ Email: _____

Please attach an additional sheet if necessary

**STOCK BUY-SELL AGREEMENT OF
_____ REINSURANCE COMPANY, LTD.**

THIS AGREEMENT is effective as of ____ day of _____, 20____, between _____ Reinsurance Company, Ltd., a corporation organized under the laws of the Turks and Caicos Islands, British West Indies (the Company) and _____ (hereinafter referred to as Stockholder).

RECITALS:

A. Whereas the Stockholder is a valued employee of _____ (the Corporation) and as such has been offered the opportunity to purchase the following stock in the Company _____ (Shares);

B. Whereas the Shareholder has agreed to purchase the Shares for _____; and

C. Whereas the Company and the Stockholder agree that it is in the best interest of the Company to enter into this Agreement where, upon the termination of employment, including, but not limited to, termination by retirement, death, permanent disability, or any other reason, of the Stockholder from the Corporation the Stockholder shall be **obligated** to sell the Shares to the Company.

Now therefore the Company and Shareholder agree as follows:

1. Upon the death, permanent disability, retirement or termination of the Stockholder's employment with the Corporation for any reason, the Stockholder's Shares shall be deemed automatically offered for sale by Stockholder or her/his estate, if applicable, to the Company and the Company is obligated to purchase Shares on the terms and conditions of this Agreement. The Stockholder, by her/his execution hereof, covenants and agrees that she/he, or her/his successor(s) in interest, shall execute and deliver such instruments, documents and agreements as may be necessary to evidence the purchase by the Company of the Shares.

2. The Stockholder shall be deemed to be permanently disabled when, by reason of injury, sickness or any other cause, the Stockholder is unable to perform his/her duties as an employee of the Corporation such that the Minority Stockholder's status as an employee of the Corporation is terminated.

3. The purchase price of the Shares shall be the book value of the Shares as of the December 31 prior to the month in which the event set-forth in #1 of this Agreement occurs. Book value will be determined by the firm performing accounting services for the Company at the time the purchase price must be calculated and explicitly excludes "adjusted book value".

4. The purchase price of the Shares shall be paid in cash to the Stockholder or the executor/administrator of her/his estate, if applicable, within ninety (90) days of the end of the month of the event that required the sale of the Shares.

5. Any dispute arising between the parties as to the valuation of the Shares or arising as to any other matter contained in or related to this Agreement, shall be submitted to arbitration in accordance with the then existing rules of the American Arbitration Association unless the parties agree in writing to some other form of dispute resolution, to include the binding or non-binding effect thereof and an agreement as to which party will be responsible for payment of attorney's fees, costs and expenses. The Company shall select one arbitrator and the Stockholder shall select one arbitrator and the two arbitrators so appointed shall select a third arbitrator. All parties shall be bound by the majority decision of the arbitrators. Judgment upon any award rendered by a majority decision of the arbitrators may be entered for or against a party in any court having jurisdiction thereof. The prevailing party in such arbitration proceeding shall be entitled to recover from the other party its reasonable costs and expenses, including attorney's fees. Nothing herein shall prevent the parties from submitting a dispute to mediation either before initiating arbitration or at any point during the arbitration process.

The parties must first agree to mediation, and all costs of the mediation will be split equally between the Company and the Stockholder.

6. Unless permission is granted in writing by the Company the Stockholder shall have no right to assign, encumber or transfer any interest in the Shares and any attempt to assign, encumber or transfer any of the Shares, whether voluntary, involuntary or by operation of law, shall be null and void. Involuntary transfer or encumbrance, or transfer by operation of law of the Stockholder's Shares shall have the same effect as the termination of the Stockholder's employment by the Corporation.

7. In the event that the Stockholder shall be an officer or director of the Company as of the date that the event requiring the Shares to be purchased by the Company occurs then such the event shall be deemed to also constitute resignation as an officer and/or director of the Company without written notice by the Stockholder.

8. This Agreement is effective upon the date hereof and may be amended at any time by a written agreement signed by the Company and the Stockholder. Any amendment of this Agreement shall control and supersede the terms, conditions, and provisions hereof to the extent that there shall be any conflict between same.

9. The certificate for the Shares shall bear the following legend:

This certificate of stock is subject to a Stock Buy-Sell Agreement bearing the date of _____ 20__, between the Company and the Stockholder. The Shares may not be assigned, encumbered or transferred, in whole or in part, except in accordance with the terms and conditions of such Agreement and any attempt to so assign, encumber or transfer this stock except in strict accordance with the terms of such Agreement shall be null and void.

These Shares are Restricted Shares that have not been registered under the Securities Act of 1933 or any other securities law.

10. This Agreement will be governed and construed in accordance with the laws of the State of _____ without regard to conflicts of law or principles thereof. This Agreement is subject to the arbitration clause set forth in Section 6 hereof.

11. Waiver of any party or a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

12. This Agreement represents the entire agreement between the Company and the Stockholder relating to all matters contained herein. Any prior or contemporaneous written or oral agreements shall be of no force and effect.

13. If the Stockholder is married on the date of execution of this Agreement it must also be signed by the Stockholder's spouse.

14. This Agreement may be executed in several counterparts, all of which together shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written for the purposes herein expressed.

STOCKHOLDER

_____ REINSURANCE COMPANY, LTD.
a Turks and Caicos Island Corporation

By _____

Its: President _____

The Shareholder's spouse signs this Agreement to signify that the spouse has had an opportunity to independently review or have reviewed for her/him this Agreement and agrees to be bound by the terms of the Agreement as may be applicable to her/him:

Signature of Spouse

Printed Name