

COLUMBIA



STOCK TRANSFER COMPANY

601 Seltice Way Suite 202, Post Falls, ID 83854

Phone: 208-664-3544 Fax: 208-777-8998

Michelle@columbiastock.com

REGISTERED AGENT AGREEMENT

This Registered Agent Agreement (the "Agreement") is made this ____ day of _____, 200__ by and between Columbia Stock Transfer Company, an Idaho professional corporation located at 601 E. Seltice Way Suite 202, Post Falls, ID 83854 (hereinafter "Registered Agent") and _____, located at _____, _____, _____, _____ (hereinafter "Company").

WHEREAS Company wishes to retain Registered Agent for the sole purpose of serving as Company's registered agent in the State of Idaho; and

WHEREAS Registered Agent is willing to provide such services under the terms and conditions set forth below

The Parties hereto agree as follows:

1. **CONDITIONS.** This Agreement will not take effect, and Company may not refer to Registered Agent as its Registered Agent or file any paperwork or documentation naming Registered Agent as registered agent, until Company has returned a signed copy of this Agreement and paid the annual fee of \$100.00 called for under Paragraph 4.
2. **SCOPE OF SERVICES.** Company is hiring Registered Agent to act as registered agent for Company in the State of Idaho Registered Agent agrees to act as Company's registered agent, and to accept official mail and process of service on behalf of Company, for the period of one (1) year from the date set forth above. Registered Agent will forward all correspondence and process of service to Company, either by fax, or at the address specified by Company below, or at such address as Company may designate in writing from time to time, in Registered Agent's sole discretion. Notwithstanding the foregoing, Registered Agent may receive certain mail addressed to Company, including but not limited to credit card applications, commercial solicitations, and the like, all of which would typically be considered junk mail. Company agrees that Registered Agent is not obligated to forward, and will not forward, such junk mail to Company.
3. **COMPANY'S DUTIES.** Company agrees to keep Registered Agent advised of its correct current address and telephone number at all times so that Registered Agent may contact Company and to accept all mail and other deliveries promptly from Registered Agent. Company hereby acknowledges that failure to comply with the foregoing may cause Company harm and, further, agrees to indemnify and defend Registered Agent from any and all liability for any harm that may arise because of its failure. Company's

contact information as of the date of this Agreement is the address set forth above, the telephone number (____)_____, the facsimile number (____)_____ and the email address _____.

4. FEE. Company agrees to pay a fee of \$100.00, in advance, for the services set forth in paragraph 2 above. The fee is fully earned upon payment and not subject to refund except in the limited situation as set forth in paragraph 5 below.

5. DISCHARGE AND WITHDRAWAL. Company may discharge Registered Agent at any time and change registered agents by notifying Registered Agent in writing, however no refund will be provided for such discharge. Registered Agent may resign as registered agent upon termination of this Agreement, upon a breach of this Agreement, or upon a failure by Company to pay the amount due under paragraph 4 above. Additionally, Registered Agent may withdraw upon sixty days prior written notice to Company, for any or no reason, and if for no reason Registered Agent agrees to refund Company an amount equal to 1/12 of the Fee multiplied by the number of months remaining from the date of resignation until the date of expiration or date for renewal of this Agreement.

6. RENEWAL. This Agreement may be renewed upon mutual written agreement of the parties.

7. MISCELLANEOUS. Any change to this Agreement shall not be valid unless it is in writing and signed or accepted by both parties. This Agreement shall be governed by the laws of the State of Idaho without reference to its choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date first above written.

COLUMBIA STOCK TRANSFER COMPANY

By: Michelle King, President

And

_____ [Name of Co.]
_____ [Signature]
By: _____ [Print Name]
_____ [Title]