

CERTIFICATE OF LIMITED LIABILITY PARTNERSHIP

THIS LIMITED LIABILITY PARTNERSHIP (hereinafter stated as “Partnership” “Limited Partnership” “ Partnership” or “LLC), made and entered into this _____ day of July 11, 2017, by and among; Worldn Standing Together – _____ whose address is

(Hereinafter referred to as “General Partner” or “ World Standing Together – {Type name of City}” or “ WST- _____ ”)

and

(Hereinafter referred to as “Partner Group” or General Partner” or “Limited Partner” or “parties”)

WITNESSETH

WHEREAS, the parties hereto desire to enter a Limited Liability Partnership Agreement written under contract law as per the United States Constitution Article 1 Article 10, unlimited right to contract.

WHEREAS, the parties hereto desire to enter into this Limited Partnership Agreement for the sole purpose to invest in real estate properties for renovation, resale and other business exits strategies in helping their community.

WHEREAS, the parties hereto desire to establish and work with programs such as fresh start, business incubators and other groups that can have a long term effect on improving their local city and metropolitan standard area.

WHEREAS, the parties understand that this is a moral commitment to help rebuild World as one people that our forefathers established in the Constitution and Bill of Rights. Parties herein acknowledge that World Standing Together is a worldwide theme and will be extending business relationships to sister cities worldwide.

WHEREAS, the parties hereto understand that the final entity of operation shall be at the sole discretion of the partnership and not National Sales Corps. These agreements are used as the organization agreements to coordinate the establishment of a new entity within the guidelines of any and all federal and statutory laws as required by each new entity.

WHEREAS, the parties hereby acknowledge that National Sales Corps is the owner and shall retain all rights to the described concept, names and business opportunity shared in the agreement and all future signed agreements and entities.

WHEREAS, the parties believe it to be in their interest to provide for the continuity and harmony in the ownership, management and operation of the Partnership by stated in this Agreement their rights and obligations with respect to one another and the Partnership.

NOW THEREFORE, in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:



ARTICLE I

INTENT & PURPOSE

1. As of the effective date of this Agreement, the parties hereto desire to form a Limited Partnership in trust form under common law and to set out their respective understandings with respect to such Partnership and the terms and conditions under which such Partnership shall operate. Therefore, the parties agree as follows;
 - a. The principal purpose for the creation of this Partnership is to conduct and/or enter and perform, by itself and in concert with agents and/or other authorized representatives, contacts relating to the investment in real estate properties, establishing new companies, rebuilding neighborhoods, activating the city development plan, establishing public private relationship and other business opportunities to improve your city.
 - b. To enter and perform all manner and kind of contracts, agreements and obligations for any lawful purpose to accomplish this purpose.
 - c. To have and exercise all the powers now or hereafter conferred by the United States Constitution to make contract and have entered into said contract with other parties to operate and execute business plan as described by National Sales Corps and further adopt bylaws for such entity.
 - d. To have and exercise all the powers now or hereafter conferred by or as later directed by General Partners upon Limited Partnerships organized pursuant to the laws under which this Limited Partnership is organized, and any acts amendatory thereof and supplemental thereto.
 - e. The foregoing shall be made and construed as purposes and powers and the enumeration thereof and shall not be construed as limiting or restricting in any manner of this Limited Partnership which shall always have such incidental powers as may be connected with or related to any specific power herein enumerated.
 - f. The Partner agrees to execute any fictitious name certificate or other document(s) as required by law.

ARTICLE II

NAME

2. The name of the Partnership shall be World Standing Together (“WST”) - “city name”.

ARTICLE III

PRINCIPAL PLACE OF BUSINESS

3. The principal place of business for the Partnership shall be: at the current headquarters of the General Manager or such other place as the General Partner may determine.

ARTICLE IV

GENERAL PARTNER

- 4. Mr. John Bush shall be acting Executive Trustee and hereinafter stated as the “General Partner.” An executive management committee shall also be general partners and operate the entity under the following structure:

| | |
|-------------------------------------|--------------------------------|
| CEO/ President/Partner | (As Selected) |
| CFO | CPA Firm |
| Corporate Counsel | Attorney |
| Vice President Sales | Real Estate |
| Vice President Operations | General Contractor |
| Vice President Business Development | Banker |
| Vice President Engineering Services | Engineering Group |
| Vice President – Partnership | (City Promoter – WST Selected) |

ARTICLE V

PARTICIPATING MANAGEMENT PARTNERS

- 5. The General Partners shall at their sole discretion put in place a management team to support the overall objectives of the organization. Limited partners electing for such positions understand they will lose their limited partnership status upon such position and will be carry the same liabilities status as general partners. A management committee may shall also be in place for limited partners and operate the entity under the following guideline structure. Final structure is at the sole discretion of the partnership.

| | |
|-------------------------------------|------------------------------|
| Director of Finance | CPA Firm |
| Director of Corporate Counsel | Attorney/ Law firm |
| Directors Sales | Real Estate |
| Director of Operations | General Contractor |
| Director Business Development | Banker/Financial Institution |
| Director of Engineering | Engineering Firm |
| Director of Affiliates/ Partnership | (City Promoter) |

(Note: The partnership may elect any organization structure that best fits their requirements. Using affiliates positions for primary tradesman is another example)

- a. Those persons or entities that have been admitted as Limited Partners and their respective mailing address are as follows:
- b. Limited Partner address:



ARTICLE VI

STATUS OF LIMITED PARTNERS

6. The Limited Partner shall not be bound by any expenses, liabilities or obligations of the Partnership, except for satisfying any obligations incurred with respect to the capital and other contributions to the Partnership. The Limited Partner shall not be required nor compelled by the Partnership or any Partner to make further capital contributions of any kind whatsoever to the capital of the Partnership. The General Partner shall hold the Limited Partner harmless from any claims by the Partnership or by the General Partner.
 - a. Limited Partner shall not be bound by, or be personally liable for the expenses, liabilities or obligations of the Partnership; or
 - b. A Limited Partner shall take no part in or interfere in any manner with the conduct or control of the business of the Partnership and shall have no right; or
 - c. No Limited Partner shall have priority over any other Limited Partner, either as to return of contributions of capital or as to profits, losses, or distributions.
 - d. Limited Partner shall have the right to inspect the book and records at their own expense upon written notice.
 - e. Shall receive complete information and accounting of the affairs of the partnership.

ARTICLE VII

GENERAL & CERTAIN LIMITED PARTNER'S CONTRIBUTIONS

7. As of the effective date hereof, General and Limited Partner has, through an equity relationship with World Standing Together, WST as provided by this LLC and shall be issued shares as follows:
 - a. Each general partner shall receive 6% of the shares of LLC as for a contribution of \$12.00 USD per person of city, state or area as his or her contribution to the partnership shall be restricted to six general partners.
 - b. Each limited partner shall receive 3% of the shares of LLC as for a contribution of \$6.00 USD per person of city, state or area as his or her contribution to the partnership shall be restricted to sixteen general partners.
 1. Example: City has population of 100,000 – than contribution would be $(12 \times 6) + (6 \times 15) = \162 per population of WST area.
 2. 100,000 population X \$162 = \$16.2M USD as local contribution
 - c. City Promoter shall receive up to 5% for successfully completion the creation and establishment of an World Standing Together City.
 - d. A 1% shall also be available for a potential finder fee to establish a successful city promoter.
 - e. National Sales Corps and World Standing Together shall retain the remaining unused percentage ownership not less than 10% as a management advisor to each series trust and final entity.

- f. A minimum deposit of 15% from general and limited partners is due upon execution of this agreement with the remaining due within in services within a two-year time period under a full recourse commercial note.
- g. If for any reason a partner is not able to pay the remaining amount due as agreed the general partner shall have the following rights:
 - 1. Term payment provisions from the limited partner that would not jeopardize the purpose of the LLTP, approval shall be at the sole discretion of the General Partner. Interest shall be subject to article 8.c.
 - 2. Accept another limited partner to replace the current limited partner in default and refund all accept a 20% of net deposit as administration fee.
 - 3. Limited partner withdraws without a replacement shall be subject to a default fee of 20% of deposit and an administration fee of 20% of net deposit. Plus the partnership shall have up to 60 days to release the remaining portion of their deposit.

ARTICLE VIII

CONTRIBUTIONS & WITHDRAWALS

- 8. The initial capital accounts of the Partners shall be stated on the books of the Partnership and shall show the Limited Partner has initially syndicated, made available and contributed cash and other consideration to the Partnership in the sum of _____ USD and shall be raised jointly by the General Partners and Limited Partners.
 - a. Limited Partners shall be given 3% of the share for \$_____ deposited into LLC and General Partners shall be given 6% of the share for \$_____ deposited into LLC.
 - b. The General Partner may determine, at it's absolute discretion, whether and on what terms and considerations, the Limited Partner can syndicate and make available, additional capital contributions to the Partnership, but the General Partner may, at its' absolute discretion, accept additional contributions from, and issue additional Unit Shares of Interest to the Limited Partner.
 - c. Contributions to the capital of the Partnership will bear or accrue interest if, and only if, not paid when due, as defined in this Article 7 or as in Article 9, in which case such amount shall bear interest at the London Inter Bank Offered Rate plus 1 (not to exceed 7.0%).

ARTICLE IX

COMPENSATION OF GENERAL PARTNER

- 9. The General Partner may charge the Partnership for any reasonable expenses incurred with formation of the Partnership or operating the Partnership's business and shall be further compensated at a reasonable rate.

- a. Irrespective of the profit or loss of the Partnership, the Partnership shall pay reasonable compensation to the General Partner as compensation for performing services in connection with the business of the Partnership pursuant to Article 10 hereof. Such compensation of the General Partner shall be in addition to any other distributions of reimbursement for out-of-pocket expenses to which the General Partner shall be entitled. The distribution contemplated herein is not to have priority over the distribution to the Limited Partner as defined in Article 10.

ARTICLE X

ALLOCATIONS

10. The available cash report of the Partnership allocated of expenses shall be made available to each of the Partners shall be made only after each calendar month of the Partnership's existence and shall be determined as follows:
 - a. General Partner Distribution Interest
 1. The National Sales Corps shall be entitled to sixteen percent of the shares of the Partnership and shall be further disbursed at the sole discretion of the National Sales Corps as defined in article 7.
 2. World Standing Together Series One – shall receive 10% of all initial contributions and fees immediately upon collection as national administration fee and operating cost.
 3. The General Partner shall be entitled to six percent of the shares of the Partnership.
 4. General Partner shall be entitled normal expense and fees per this agreement that shall be paid as required by Partnership.
 - b. Limited Partner Distribution Interest
 1. Each Limited Partner shall be entitled to three percent shares for \$50,000 contribution to the Partnership.
 - c. Affiliate Profit Sharing
 1. The partnership shall from time to time at their sole discretion make available a percentage of profits not to exceed 10% as a bonus to local affiliates supporting the program before limited and general partnership distribution.
 - d. Profit /Lost
 1. Each Partner shall receive a direct allocation of profit or loses on a pro-rata basis based on their ownership of shares.
 - e. Accounting
 1. The amounts received shall be deposited into a CPA or Trust escrow trust account and managed per this agreement with complete audited accounting for all expenditures of LLC.
 2. The Partnership may, at the absolute discretion of the General Partner, reinvest the available cash of the Partnership as defined herein. Available

cash may be reinvested in additional commercial bank instruments, within thirty (30) days as determined within the absolute discretion of the General Partner.

3. The compensation due to the General Partner pursuant to Article 9 of this Agreement shall be treated as an expense of the Partnership.

ARTICLE XI

RIGHTS AND POWERS OF THE GENERAL PARTNER

11. The General Partner shall be solely responsible for management of the Partnership business with all rights and powers conferred by law or necessary, advisable or consistent in connection therewith.
 - a. In addition to any of the rights and powers, which he possesses, the General Partner shall have all specific rights and powers required or appropriate to his management of the Partnership business that, by way of illustration but not way of limitation, may include the following rights and powers:
 - i. To acquire, hold and dispose of any real property, interest therein, or appurtenance thereto, as well as personal or mixed property connected therewith, including the purchase, lease, development, improvement, maintenance, exchange, trade of sale of such properties, at such price, rental or amount of cash, securities or other property, and upon terms, as the General Partner deems, in his absolute discretion, to be in the interest of the Partnership. The General Partner shall have the right to acquire real property from or cause the Partnership to sell real property to any affiliated person of the General Partner.
 - ii. To borrow money and, if security is required therefore, to mortgage or subject to any other security device, any portion of the property of the Partnership, to obtain replacements of any mortgage or other security device, and to repay, in whole or in part, refinance, increase, change, consolidate, or extend any mortgage or other security device, all of the foregoing at such terms and in such amounts as he deems, in his absolute discretion, to be in the interest of the Partnership.
 - iii. To place record title to, or the right to use, Partnership assets in the name of the General Partner or the name or names of a nominees for any purpose convenient or beneficial to the Partnership.
 - iv. To acquire and enter any contract of insurance which the General Partner deems necessary and proper for the protection of the Partnership, for the conversation of its assets, or for any purpose convenient or beneficial to the Partnership.
 - v. To employ persons in the operation and management of the Partnership business on such terms and for such compensation as the General Partner shall determine. Such services may be performed by the General Partner or by companies that are affiliated with the General Partner, and standard fees will be paid for such services, as determined by the General Partner.
 - vi. To employ attorneys to represent the Partnership.

- vii. To accept the creation and by laws as written of the series trust.
- viii. The General Partner shall have all the rights and powers and be subject to all the restrictions and liabilities of a Partner in a Partnership without Limited Partners, except that the General Partner has no authority to:
 - 1. Do any act in contravention of this Agreement.
 - 2. Do any act, which would make it impossible to carry on the ordinary business of the Partnership.
 - 3. Posses Partnership property or assign the rights of the Partnership, in the specific Partnership property, for other than a Partnership purpose.
 - 4. Confess a judgment against the Partnership.
 - 5. Admit a person as a General Partner except as otherwise provided in this Agreement.
 - 6. Admit a person as a Limited Partner except as otherwise provided in this Agreement.
 - 7. Continue the business with Partnership property after his retirement, expulsion, adjudication of bankruptcy or insolvency, dissolution or other cessation to exit.
 - 8. Any of the Partners or any shareholder, officer, director, employee, or other person holding a legal or beneficial interest in any which is a Partner, may engage in or possess an interest in other business ventures of every description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to income or profits derived there from.

ARTICLE XII

TRANSFER OF LIMITED PARTNERSHIP INTERESTS

- 12. A Limited Partner shall have the right to assign the whole or any portion of his interest in the Partnership via a written assignment to any assignee. An assignment of all or any portion of a Limited Partner's interest in this Partnership must be by written assignment, the terms of which are not in contravention of any of the provisions of this Agreement, which assignment has been duly executed by the assignor and the assignee and receive by the Partnership and recorded on the books thereof, and approved by the General Partner in writing.
 - a. An assignee of a Partner's interest in the Partnership shall be entitled to receive distributions or cash or other property form the Partnership attributable to the interest acquired by reason of such assignment from and after the effective date of the assignment of such interest to him. The "effective date" of an assignment of a Partnership interest as used in this Article 12.a. shall be the first day of assignment, and the assignee shall have no interest in the Partnership before that date.
 - b. The net profits and net losses attributable to the Partnership interest acquired by reason of such assignment shall be divided among and allocated between the assignor and

assignee of such interest as of the effective date of the assignment of such interest according to Sub-paragraph C below.

- c. The division and location of net profits and net losses attributable to the Partnership interest, the subject of such assignment between assignor and assignee, during any fiscal year of the Partnership, shall be based upon the length of time during such fiscal years as measured by the effective date of the assignment that the interest was owned by each of them, and shall not be based upon the date or dates during such fiscal year on which income was earned or losses incurred by the Partnership.
- d. No assignee of the whole or any portion of a Limited Partner's interest in the Partnership shall have the right to become a Substituted Limited Partner in place of his assignor unless the following conditions are satisfied:
- e. The duly executed and acknowledged written instruments of assignment which has been filed with the Partnership states the intention of the assignor that the assignee become a Substituted Limited Partner.
- f. The assignor and assignee execute and acknowledge such other instruments as the General Partner may think necessary or desirable to affect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement.
- g. The written account of the General Partner to such substitution shall be obtained, the granting or denial of which shall be within the sole and absolute discretion of the General Partner.
- h. A transfer fee of \$500.00 has been paid to the Partnership to cover expenses in connection with such assignment and substitution.
- i. Notwithstanding the foregoing provisions of this Article 12. No substitution of a Limited Partner shall be made on any date other than the first day of January of each year.
- j. No consent of any of the Limited Partners is required to affect the substitution of a Limited Partner, except that a Limited Partner who assigns his interest must evidence his intentions and must execute any instruments required in connection therewith.
- k. The General Partner will, no later than six (6) months after the date of his written consent to the substitution of an assignee as a Substituted Limited Partner, send the Limited Partner Agreement to reflect the addition of said assignee as a Limited Partner.

ARTICLE XIII

DEATH, INCOMPETENCY OR DISSOLUTION OF A LIMITED PARTNER

- 13. Upon the death or legal incompetence of an individual Limited Partner, his personal representative shall have all the rights of a Limited Partner for settling or managing his estate, and such power as the decedent or incompetent possesses to constitute a successor as an assignee of his interest in the Partnership and to join with such assigns in making application to substitute such assignee as a Limited Partner.
 - a. Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner, not an individual, the authorized representative of such shall have all the rights of a Limited Partner for the propose of effecting the orderly winding up and

disposition of the business of such and such possessed to constitute a successor as an assignee of its interest in the Partnership and to join with such assignee in applying to substitute such assignee as a Limited Partner.

ARTICLE XIV

TERM AND TERMINATION

14. This Partnership shall start on the 1 day of January 2002 and shall continue thereafter for Ten (10) calendar years and one (1) month and shall automatically renew annually unless requested in writing by either partner 90 days prior to end of contract, unless sooner terminated according to the dissolution provisions of this Agreement or as otherwise provided by law or until General Partner terminates upon completion of purpose of LLC.

ARTICLE XV

BOOKS, RECORDS, ACCOUNTING AND REPORTS

15. At all times during the existence of the Partnership, the General Partner shall keep or cause to be kept full and true books of account in which shall be entered fully and correctly each transaction of the Partnership. The Partnership records will be maintained on the cash basis used for Federal income tax purposes. Such books of account, together with a certified copy of the Partnership Agreement and any amendments thereto, shall always be maintained at the principal office of the Partnership. Any Partner or his duly authorized representative shall have the right to inspect and examine said books and records during reasonable business hours, if such inspection is made in good faith and without any intent to damage the Partner or any of the Partners.
- a. The General Partner shall have prepared at least once annually, an audit and an annual report of the business of the Partnership, copies of which shall be distributed to each Partner within ninety (90) days after the close of the taxable year of the Partnership. All reports will reflect the Partnership's operations under both the accrual method of accounting and the cash basis used for Federal income tax purposes, with a recollection from cash basis information to accrual method information.
 - b. The General Partner shall cause income tax returns for the Partnership to be prepared and filed with the appropriate authorities.
 - c. The Partnership may further move the expenses of this LLC to the targeted bank and booked as organizational cost under accounting procedures if possible at a future time.

ARTICLE XVI

TAXABLE YEAR

16. The taxable year of the Partnership shall end on December 31. The General Partner shall give the Partners information relative to their income or losses for the Partnership in adequate time to enable them to prepare their personal income tax returns.

ARTICLE XVII

BANK ACCOUNTS

17. All funds of the Partnership are to be deposited in the Partnership name in such bank account or the General Partner shall designate accounts as “World Standing Together” or CPA Escrow Account until acquisition is completed. Upon closing of target acquisition and payment of all expense incurred from LLC the remaining cash shall be released to target acquisition bank as additional paid in capital.

ARTICLE XVIII

TERMINATION AND DISSOLUTION OF THE PARTNERSHIP

18. The Partnership shall be terminated and dissolved upon the happening of any of the following events:
- a. The expiration of the term of the Partnership.
 - b. The retirement, adjudication of bankruptcy or insolvency, the dissolution or other cessation to exist as a legal of the General Partner unless, within a period of one (1) year from the date of such event, a successor General Partner is elected by vote of Partners, which successor chooses continue the business of the Partnership.
 - c. The expulsion of the General Partner unless, before the effective date upon which he is to be expelled, a successor General Partner is elected by vote of Partners, which successor chooses to continue the business of the Partnership.
 - d. The written decision of Partners holding more than fifty percent (50%) of the then outstanding Interest of the Partnership only after initial funding have been provided and partnership control equally split.
 - e. Upon a dissolution and termination of the Partnership, the General Partner shall take full account of the Partnership’s assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. The proceeds there from together with assets distributed in kind, where sufficient therefore, shall be applied and distributed in the following order:
 - f. To the payment of creditors, in order of priority as provided by law, except the claim of the General Partner to compensation to which he is entitled by reason of his management of the Partnership, the claims of Partners because of their Partnership interests, and the claims of secured creditors whose obligations will be assessed or otherwise transferred on the liquidation of Partnership assets.
 - g. To the payment of compensation to which the General Partner is entitled by reason of his management of the Partnership.
 - h. To the Partners proportionally according to the ratio, which the number of Units owned by each of them bears to the number of Units owned by all the Partners.

ARTICLE XIV

POWER OF ATTORNEY

19. Concurrently with the written acceptance and adoption of the provisions of this Agreement, each Limited Partner shall execute and deliver to the General Partner, a Power of Attorney in form acceptable to the General Partner in which he is constituted and appointed as the attorney-in-fact for such Limited Partner with power and authority to act in the Limited Partner's name and on his behalf in the execution, acknowledge and filing of documents, which will include, but not be limited to the following:
- a. Any amendments to this Agreement, required by the laws of the Partnership State, or laws of any other State in which this Agreement is Filed.
 - b. Any other instruments which must be filed by the Partnership under the laws of any State or by any governmental agency, or which the General Partner thinks advisable to file.
 - c. Any documents, which affect the continuation of the Partnership, the admission of an Additional or Substituted Limited Partner, or the dissolution and termination of the Partnership, provided such continuation; admission or dissolution and termination are according to the terms of this Agreement.
 - d. The Power of Attorney concurrently to be granted by each Limited Partner to the General Partner:
 - e. Is a Special Power of Attorney coupled with an interest, is irrevocable, and shall survive the death of the Limited Partner.
 - f. May be exercised by the General for each Limited Partner by a facsimile signature of one of his officers or by listing all of the Limited Partners executing any instrument with a single signature of one of his officers acting as attorney-in-fact for all of them.
 - g. Shall survive the delivery of an assignment of a Limited Partner of the whole or portion of his interest; except that where the assignee thereof has been approved by the General Partner for admission to the Partnership as a Substitute Limited Partner, the Power of Attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to complete, acknowledge and file any instrument necessary to effect such substitution.

ARTICLE XX

ELECTION REGARDING BASIS OF SUBSTITUTED LIMITED PARTNER

20. The General Partner, in his sole discretion, may cause the Partnership to make or revoke the election referred to in Article 734 of the Internal Revenue Code of 1954 or any similar provision enacted in lieu thereof.

ARTICLE XXI

AMENDMENT OF LIMITED PARTNER CERTIFICATE AND AGREEMENT

21. The General Partner shall amend this Limited Partnership Agreement and Certificate whenever after the complete establishment of said partnership under the following condition and shall be adopted in the partnership books:
- a. There is change in the name of the Partnership or the amount or character of the contribution of any Limited Partner.
 - b. A person is substituted as a Limited Partner.
 - c. An additional Limited Partner is admitted.
 - d. A person is admitted as a successor General Partner.
 - e. There is a change in the character of the business of the Partnership.
 - f. A time is fixed for dissolution of the Partnership or the return of the Partnership.
 - g. The Partners desire to make a change in any other statement in this Agreement so that it shall accurately represent the agreement between.
 - h. The Partners change any right to vote given by this Agreement or any other matters affecting the basic nature of the Partnership.

ARTICLE XXII

MEETINGS AND VOTING

22. Meeting of the Partnership may be called by the General Partner and shall be called by him upon the written request of Limited Partners holding more than fifty percent (50%) of the then outstanding Interest hereof.

ARTICLE XXIII

OTHER VENTURES

23. The Partnership may engage in or own an interest in other ventures, which own the same, or a similar, business purpose as that of the Partnership, as a principal thereof, joint venture with others therein, or otherwise in combination with other persons or entities.

ARTICLE XXIV

MISCELLANEOUS

24. All notice under this Agreement shall be in writing and shall be given to the Partner entitled thereto by personal service or by mail, return receipt requested, to the address stated in this Agreement for such other address as he may specify in writing.

- a. Articles titles or captions in this Agreement are inserted only as a matter of convenience and for references and in no way define, limited, extend or otherwise describe the scope of this Agreement or the intent of any provision thereof.
- b. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word “person” shall include corporation, firm, Partnership or other form of association.
- c. The terms and provisions of this Agreement shall be binding upon and endure to the benefit of the legal successors of the representative Partners.

DEFINITIONS

“Agreement” means this Certificate of Limited Partnership in Trust Form as amended from time to time.

“Partnership” means the limited Partnership created hereby the creation of an additional series trust.

“General Partner” means National Sales Corps, as General Partner of this Agreement together with any substitutes, successors, and additions thereto who or which are approved as provided in this Agreement.

“Limited Partner” means other partners/contributors, Limited or other entities, which are, from time to time, admitted to the Partnership as Limited Partners.

“Partner” or “the parties hereto” means, collectively, the General Partner and the Limited Partner.

“Partnership Interest” means each Partner’s Partnership interest in the Partnership as defined in paragraph 9.1 and adjusted according to accepted accounting principles consistently applied for net income and/or net loss of the Partnership from the Limited Partnership, distribution to Partners, and additional capital contributions made by the Partners. A Partnership Interest does not afford any Partner personal rights to claims against any property (whether tangible or intangible, real or personal) of the Partnership, which such property will be considered owned by the Partnership as an entity. No Partner will have any direct ownership of Partnership property unless it is distributed pursuant hereto.

“Available Cash” of the Partnership means all cash funds of the Partnership on hand from time to time except funds obtained as contributions to the capital of the prioritized expenses of the Partnership as defined in Article 7 after (I) payment of all prioritized expenses of the Partnership as defined in Article 9 herein, (ii) provision for payment of any budgeted expenditures at such time as determined by the absolute discretion of the General Partner, in its’ sole and absolute discretion to be reasonably necessary for Partnership operations.

“Herein,” “hereof,” “hereby” and other compounds of the word “here” refer to this Limited Partnership Agreement.

“Affiliates” means any person, corporation, Partnership, trust or other entity that directly or through one or more intermediaries, is controlled by, controlled, is under common control with, or is related through business, marriage, or family ties with, the General Partner, or other specified person or entity, as the case may be. This provision relating to the determination of who will be deemed as affiliate shall be reasonable and practically interpreted, and in case of doubt, the General Partner shall determine, in it’s sole and absolute discretion, whether the person or other entity shall be deemed to be an affiliate.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Any Partner hereto is also referred to and included by the above use of pronouns. Titles of articles and Articles are for convenience only and neither limit nor amplify the provisions of the Agreement itself.

I _____ hereby agree to make a contribution in the amount of \$ _____ in exchange for _____ % Shares of LLC under common law contract that shall be further exchanged for same amount of shares in WST at a later date under statutory law.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the Day and Year first written above written.

Hereby accepted by the _____ Partner

Partner

NSC

Hereby accepted by the General Partner

Dated

General Partner

Dated

Witnessed by:

Dated

Calculations of Contribution: Size of population times \$162.00 USD

Name of City /or area: _____

Country: _____

