

Articles of Creation

World Standing Together – Series Trust

Date of Issuance:

Geography Area Request:

Targeted Population:

Legal Name of General Partner:

Passport:

Financial Commitment:

First. The name of this series trust shall be: “WST – [Geography Area] - A Series Trust”

Second. Its registered office in the State of Arkansas is located at 1112 Link Circle Suite 10, Jonesboro, AR 72404 , that this Series Trust may maintain an office, or offices, in such other place within or outside the State of Arkansas as may be from time to time designed by the Board of Trustee(s), or by the By-Laws of said Series Trust, and that this Series Trust may conduct all Series Trust business of every kind and nature, including the holding of all meetings of Trustee(s) and Unitholders, in or outside United States of America or other Nations under the rule of Law and contract Law. Additional entities if required to stay within compliance of any Nation shall be framed within the same of this trust.

Third. The objectives for which this Series Trust is formed are: To engage in any lawful activity, including, but not limited to the following:

Shall have such rights, privileges and power as conferred form article forty-four and forty-five of the originating Trust National Sales Corps and authorized to act under this Article so long as their actions do not directly or indirectly nullify or compromise the common law purpose(s) and intent(s) of this Declaration of Contract and Indenture.

Shall have such rights, privileges and powers as may be conferred upon Series Trusts by any existing law. May at any time exercise such rights, privileges and powers, when not inconsistent with the purposes and objects for which this Series Trust is organized as part of WST?

Shall have power to have succession by its Series Trust name for the period limited in its certificate or articles of the Series Trust, and when no period is limited, perpetually, or until dissolved and its affairs wound up according to law.

Shall have the power to effect litigation in its own behalf and interest in any court of law.

Shall have power to make contracts and create statutory legal entity under the name as stated in **Article One** to ensure proper compliance of state and federal laws by each entity and within each country or Nation.

Shall have power to hold, purchase and convey real and personal estate and mortgage or lease any such real and personal estate with its franchises. The power to hold real and personal estate shall

include the power to take the same by devise or bequest in the United States of America, or in any other state, territory or country.

Shall have power to appoint such officers and agents, as the affairs of the Series Trust shall require, and to allow them suitable compensation.

Shall have power to make By-Laws not inconsistent with the constitution or laws of the originating trust, or United States of America or Nation of operations, for the management, regulation and government of its affairs and property, the transfer of its stock or unit shares, the transaction of its business, and the calling and holding of meetings of its Unitholders.

Shall have power to dissolve itself. Shall have power to adopt and use a common seal or stamp and alter the same. The use of a seal or stamp by the Series Trust on any Trust documents is not necessary. The Series Trust may use a seal or stamp, if it desires, but such use or nonuse shall not in any way affect the legality or the document.

Shall have power to borrow money and contract debts when necessary for the transaction of its business, or for the exercise of its corporate rights, privileges, or franchises, or for any other lawful purpose of it's the Series Trust; to issue bonds, promissory notes, bills or exchange, debentures, and other obligations and evidences of indebtedness, payable at a specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed, or in payment for property purchased, or acquired, or for any other lawful object.

Shall have power to guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock of, or any bonds, securities or evidences of the indebtedness created by, any other Series Trust or Series Trusts of the State of Arkansas or United States of America, or any other state or government, and, while owners of such stock, bonds, securities or evidences of indebtedness, to exercise all the rights, powers and privileges of ownership, including the right to vote, it any.

Shall have power to purchase, hold, sell and transfer shares of its own capital stock and use therefore its capital, capital surplus, surplus, or other property or fund.

Shall have power to conduct business, have one or more offices, and hold, purchase mortgage and convey real and personal property in the United States of America, and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and foreign countries.

Shall have power to do all and everything necessary and proper for the accomplishment of the objects enumerated in its certificate or incidental to the protection and benefit of the Series Trust, and in general to carry on any lawful business necessary or incidental to the attainment of the objects of the Series Trust, whether or not such business is similar in nature to the objects set forth in the certificate or articles of the Series Trust of the Series Trust, or any amendment thereof.

Shall have power to make donations for the public welfare or for charitable scientific or educational purposes and other benevolent entities.

Shall have power to enter into partnerships, general or limited, or joint ventures in connection with any lawful activities.

Fourth. The aggregate number of Unit shares the Series Trust shall have authority to issue shall 100 Voting Unit shares, par value one mil (\$.001) per share, each unit share of common stock having equal rights and preferences, voting privileges and preferences and a second class of Non-Voting Preferred Unit shares of ONE HUNDRED MILLION (100,000,000) Unit shares, par value one mil (\$.01) per share, each unit share of having equal rights and preferences, non-privileges and preferences. Preferred shares may be issued as class A, B, C, D, and E as approved by the board of trustees within the capital formation programs as approved time to time;

Fifth. The governing board of this Series Trust shall be known as Trustee(s), and the number of Trustee(s) may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this Series Trust, providing that the number of Trustee(s) shall not be reduced to less than one (1). The name and post office address of the first Board of Trustee(s) shall be up to five (5) in number and listed as follows and unit shares issued and further stated in **Exhibit A: CERTIFICATE OF LIMITED LIABILITY PARTNERSHIP (“CLLP”)** agreement as herein attached and accepted as an original part of this series trust.

NSC	28 units shares
General Partner	72 units shares (As CLLP)

Sixth. The unit shares, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the Series Trust.

Seventh. The name and post office address of the creator signing the Articles of the Series Trust is as follows:

NAME	ADDRESS
John W. Bush	1112 Links Circle Suite 10 Jonesboro, AR

Eighth. The resident agent for this Series Trust shall be:

National Sales Corps, an Unincorporated Business Trust

The address of said agent and the registered or statutory address of this Series Trust in the state of Arkansas or United States of America shall be:



1112 Links Circle Suite 10
Jonesboro, AR

Ninth. The Series Trust shall be in accordance with the contract of indenture of National Sales Corps and shall be considered the master series or coordinating entity for all Jupiter entities worldwide and shall be managed by the office of Executive Trustee only.

Tenth. In furtherance and not in limitation of the powers conferred by NSC Trust, the Board of Trustee(s) is expressly authorized so long as their actions do not directly or indirectly nullify or compromise the common law purpose(s) and intent(s) of this Declaration of Contract and Indenture:

Subject to the By-Laws, in any, adopted by the Unitholders, to make, alter or amend the By-Laws of the Series Trust. To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this Series Trust. By resolution passed by a majority of the whole Board, to designate one (1) or more committees, each committee to consist of one or more of the Trustee(s) of the Series Trust, which, to the extent provided in the resolution, or in the By-Laws of the Series Trust, shall have and may exercise the powers of the Board of Trustee(s) in the management of the business and affairs of the Series Trust. Such committee or committees shall have such name, or names as may be stated in the By-Laws of the Series Trust, or as may be determined from time to time by resolution adopted by the Board of Trustee(s). When and as authorized by the affirmative vote of the Unitholders holding stock entitling them to exercise at least a majority of the voting power given at a Unitholders meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the Board of Trustee(s) shall have the power and the authority at any meeting to sell, lease or exchange all of the property and assets of the Series Trust, including its good will and its corporate franchises, upon such terms and conditions as its Board of Trustee(s) deems expedient and for the best interest of the Series Trust.

Eleventh. No Unitholder shall be entitled as matter of right to subscribe for or receive additional shares of any class of stock of the Series Trust, whether now or hereafter authorized, or any bonds, debentures or securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of the Board of Trustee(s) to such person and on such terms as in its discretion it shall deem advisable.

Twelfth. No Trustee or officer of the Series Trust shall be personally liable to the Series Trust or any of its Unitholders for damages for breach of fiduciary duty as a Trustee or officer involving any act or omission of any such Trustee or officer; provided however, that the foregoing provision shall not eliminate or limit the liability of a Trustee or officer (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law, or (ii) the payment of dividends in violation of the Statutory or United States of America revised Statutes or Nation of Operations. Any repeal or modification of this Article by the Unitholders of the Series Trust shall be prospective only and shall not adversely affect any limitation on the personal liability of a Trustee or officer of the Series Trust for acts of omission prior to such repeal or modification.

Thirteenth. This Series Trust reserves the right to amend, alter, change, or repeal any provision contained in the Articles of the Series Trust, in the manner now or hereafter prescribed by statute, or by the Articles of the Series Trust, and all rights conferred upon Unitholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the creator herein before named for the purposes, a Common Law Contract in Trust Form elected to under the provisions as provided in Article forty-four and forty-five to establish a new series under the name of: "PF-888 -Series Trust", do make and file these Articles in the Series Trust, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this as per the above date of the document.

Signed By: _____

**Major John William Bush (USAR -Ret) – USA Passport 498644117
Executive Trustee of National Sales Corps**

Exhibit A

CERTIFICATE OF LIMITED LIABILITY PARTNERSHIP

THIS LIMITED LIABILITY PARTNERSHIP (hereinafter stated as "Partnership" "Limited Partnership" "Partnership" or "LLC), made and entered into as the issuance date and among;

National Sales Corps, A Pure Trust, Mr. John W. Bush whose address is 1112 Links Drive, Suite 10, Jonesboro, AR 72404 (Hereinafter referred to as "General Partner" or "NSC" or "National Sales Corps" or "America Standing Together" or "AST" or "World Standing Together" or "WST")

and

General Partner as per this Series Trust Agreement et al;

WITNESSETH

WHEREAS, the parties hereto desire to use the economic models of the World Standing Together program and herein agree to operate within these guidelines as created under a series Trust as authorized to operate as "World Standing Together Program" and;

Shall have such rights, privileges and power as conferred form article forty-four and forty-five of the originating National Sales Corps Master Trust and authorized to act under this Article so long as their



actions do not directly or indirectly nullify or compromise the common law purpose(s) and intent(s) of this Declaration of Contract and Indenture.

Shall have such rights, privileges and powers as may be conferred upon Series Trusts by any existing law. May at any time exercise such rights, privileges and powers, when not inconsistent with the purposes and objects for which this Series Trust is organized?

Shall have power to have succession by its Series Trust name for the period limited in its certificate or articles of the Series Trust, and when no period is limited, perpetually, or until dissolved and its affairs wound up according to law.

Shall have the power to effect litigation in its own behalf and interest in any court of law.

WHEREAS, the parties hereto desire to enter a Limited Liability Partnership Agreement is 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 finance the economic models as per the World Standing Together as herein purpose as the exclusive Master Account Holder for the stated geography area as herein stated above.

WHEREAS, National Sales Corps represent that it has developed a model for the LLC as described in **Exhibit A, B** and plans to activate the business model as described in **Exhibit C** partnership ownership.

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 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 purchased of real estate properties and business opportunities.
 - 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 laws of **Geography Area as herein stated in Series Trust** 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.

- d. The foregoing shall be mad 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 numerated.
- e. The General Partner agrees to execute any fictitious name certificate or other document(s) as required by law and maybe required to establish other types of legal entities to operate within the jurisdiction of this agreement.

ARTICLE II

NAME

- 2. The name of the two Partnerships shall be “**World Standing Together – [Area as stated in Series Trust]**”

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 or Grand Master may determine.

ARTICLE IV

GENERAL PARTNER

- 4. National Sales Corps, A Pure Trust (Mr. John W. Bush, Executive Trustee) shall be the Senior Consultant to the Grand Master or General Partner and hereinafter stated as the “General Partner.” A national executive management committee shall also be general partners and operate the entity under the following structure:
 - a. National Partnership provides as investment opportunity to establish additional CLLPs Nationwide under the economic models as provided by NSC. The partnership herein agrees to stay with the guidelines as provided by NSC as amended.
 - b. The Partner has reviewed the economic models as herein attached and agree to provide the original investment as required for the rights, privileges and have agreed to pay total price of *as stated in series trust for the exclusive rights to this assigned area and NSC shall coordinate an additional 30 times this amount as stated for the joint investment purposes over the next 5 years as approved by the investment committee and within the investment policies of Jupiter Financial Group. Investor shall pay a minimum of 10% down with the additional amount handle in promissory notes or monetizable bank instruments.*

c. Recommended Organization for the CLLPs.

Executive Trustee- Advisory	John W. Bush (or assignee)
CEO/President	General Manager
CFO	CPA Firm
Corporate Counsel	Attorney
Vice President Sales	Real Estate
Vice President Operations	General Contractor
Vice President Business Development	Banker
Each having 6% ownership, excluding Executive Trustee	
Plus an additional 36% for Limited Partners (3% each)	

ARTICLE V

LIMITED PARTNERS

- 5. Those persons or entities that have been admitted as Limited Partners and their respective mailing address are as follows:
 - a. Limited Partner address: 1112 Links Drive, Suite 10, Jonesboro, AR 72404 or as shown on the latest Website as published from time to time.

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.



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, the actually amount would be base of regional and city size using \$100K per population:
 - a. Each general partner shall receive 6% of the shares of LLC as for a contribution of \$100,000 as his or her contribution to the partnership shall be restricted to six general partners, plus NSC shall retain 14% and Grand Master Holder 14%.
 - b. Each limited partner shall receive 3% of the shares of LLC as for a contribution of \$50,000 as his or her contribution to the partnership shall be restricted to Twelve limited partners.
 - c. A minimum deposit of 15% is due upon execution of this agreement with the remaining due within in services within a two-year time period.
 - d. 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:
 - e. 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.
 - f. Accept another limited partner to replace the current limited partner in default and refund all accept a 20% of net deposit as administration fee.
 - g. 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 as state in Series Trust as contribution and shall be raised jointly by the General Partners and Limited Partners.
 - a. Limited Partners shall be given 3% of the share financial commitment into LLC and General Partners shall be given 6% of the share for financial commitment 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 2 (not to exceed 7.0%) for one (1) year, in U.S. Dollars, paid annually in arrears.

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.b.

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 Senior General Partner/Promoter shall be entitled to seventeen percent of the shares of the Partnership and shall be further disbursed at the sole discretion of the General Partnership prior to their managing group.
 2. The General Partner shall be entitled to six percent of the shares of the Partnership.
 3. 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 their contribution to the Partnership.
 - c. 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.
 - d. Accounting

1. The amounts received shall be deposited into a CPA 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. 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:
- viii. Do any act in contravention of this Agreement.
- ix. Do any act, which would make it impossible to carry on the ordinary business of the Partnership.
- x. Posses Partnership property or assign the rights of the Partnership, in the specific Partnership property, for other than a Partnership purpose.
- xi. Confess a judgment against the Partnership.
- xii. Admit a person as a General Partner.
- xiii. Admit a person as a Limited Partner except as otherwise provided in this Agreement.
- xiv. Continue the business with Partnership property after his retirement, expulsion, adjudication of bankruptcy or insolvency, dissolution or other cessation to exit.
- xv. 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 effect 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 as per the issuance date 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 “American 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 to 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 United States, or laws of any other State or Nation 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 or as per the operating Nation and legal entity.

ARTICLE XXI

AMENDMENT OF LIMITED PARTNER CERTIFICATE AND AGREEMENT

21. The General Partner shall amend this Limited Partnership Agreement and Certificate whenever:
- 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 (CLLP) as amended from time to time.

"Partnership" means the limited Partnership created herein or other entity to mirror this structure as maybe required by any legal jurisdiction

"Grand Master Holder" National exclusive account holder or investor.

"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.

Irrevocable Letter of Commitment; Acknowledgment that General Manager as read all published information on World Standing Together and agree with the concepts, guidelines of these economic models and issued a letter as a Irrevocable Commitment to participate and accept the fiduciary responsible to guard these concepts and other internal confirmation that is shared by other Charters of WST.

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

Hereby accepted by the “**General Partner**”.

General Partner

Dated

Hereby accepted by the World Standing Together

John W. Bush, General Partner/ Executive Trustee NSC

Dated

Exhibit A,B,C

Attachments: Letter of financial commitment and interest



Exhibit A

<http://nebula.wsimg.com/6e5d266874629d571d7180bdf8611f0a?AccessKeyId=3C59112DC803F487F4B3&disposition=0&alloworigin=1>

Exhibit B

<http://www.jfggroups.com/ast.html>

76% of all funds generated shall remain in Project Country, 14% shall be release as directed by Trust Manager, John W. Bush, Executive Trustee and 14% shall be release as directed by Grand Master Holder.

Exhibit C: Ownership Model

