

PARTNERSHIP AGREEMENT

This Partnership Agreement is made and entered into this 11th day of October, 2012. The Partners in this Agreement are as follows:

- David Trinidad
- Christina Akinsheye
- Darrell McCutchen

The Partners to this Agreement agree to the following:

Name:

This Partnership will be known as PSC.

The Partnership:

- The Partners wish to become legal partners in business.
- The terms and conditions of their Partnership will be outlined in this Agreement.
- If the Agreement is executed, the Partnership will be in effect on October 11, 2012.
- The Partnership will only be terminated as outlined in this Agreement.
- The Partnership's primary place of business will be 2139 Elmwood Avenue, -
Warwick, Rhode Island 02888.
- The Partnership will be governed under the laws of the state of Rhode Island.
- The Partnership's primary purpose is to use the Partners combined skills to increase internet sales.

Contributions:

The Partners will make an initial contribution to the Partnership as follows:

- David Trinidad: \$0.00
- Christina Akinsheye: \$0.00
- Darrell McCutchen: \$0.00

Contributions will be submitted no later than October 19, 2012. All capital contributions are final unless all partners give written consent of withdrawal. All contributions will be deposited into a joint capital account.

Interest and Authority:

The Partners' ownership interest in the Partnership will be as follows:

- David Trinidad: 80%
- Christina Akinsheye: 10%
- Darrell McCutchen: 10%

The Partners' authority will be defined by the following unless otherwise stated in the Agreement:

-All decisions for contract or otherwise will be made based on a majority vote of percent of ownership. Each Partner will have the authority based on their percent ownership outlined above in the Agreement.

Costs:

The Partners will share costs according to the following percentages:

- David Trinidad: 100%
- Christina Akinsheye: 0%
- Darrell McCutchen: 0%

Profits:

The Partners will share the net profits of the Partnership according to the following percentages:

- David Trinidad: 80%
- Christina Akinsheye: 10%
- Darrell McCutchen: 10%

The Profits will be accounted by Christina Akinsheye and distributed on the the last day of the month according to the above percentages after the costs of the Partnership have been paid.

Salary:

All Partners must give their unanimous consent if a permanent salary is to be established and their unanimous consent for the amount of salary to be given to each Partner.

Accounting:

- All accounts related to the Partnership including contribution and distribution accounts will be audited upon a majority vote of the Partners.
- All Partners will maintain a joint contribution account. All Partners will maintain a joint distribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Any Partner, whether majority or minority, will be allowed to review all books of account at any time they request.
- Accounting records will be kept on a cash basis.
- The fiscal year will be complete on October first of each year. All Partners will present their position on the state of the Partnership within two weeks of the completion of each fiscal year.
- The following partners will be able to sign checks from any joint Partner account:
 - David Trinidad
 - Christina Akinsheye
 - Darrell McCutchen

New Partners:

The Partnership will amend this agreement to include new partners upon the written and unanimous vote of all Partners.

The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of all Partners.

Withdrawal or Death:

The Partners hereby reserve the right to withdraw from the Partnership at any time. Should a Partner withdraw from the Partnership because of choice or death, the remaining Partners will have the option to buy out the remaining shares of the Partnership. Should the Partners agree to buy out the shares, the shares will be bought in equal amounts by all Partners. The Partners agree to hire an outside firm to assess the value of the remaining shares. The Partners will have 90 days to decide if they want to buy the remaining shares together and disperse them equally. If all Partners do not agree to buy the shares, individual Partners will then have the right to buy the shares individually. If more than one Partner requests to buy the remaining shares, the shares will be split equally among those Partners wishing to purchase the shares. Should all Partners agree by unanimous vote, the Partnership may choose to allow a non-Partner to buy the shares thereby replacing the previous Partner.

If no individual Partner(s) finalize a purchase agreement by 30 days, the Partnership will be dissolved.

The name of the Partnership may be amended upon the written and unanimous vote of all Partners if a Partner is successfully bought out.

Dissolution:

Should the Partnership be dissolved by majority vote, the Partnership will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement.

Amendments:

- Amendments may be made hereto upon the unanimous and written consent of all Partners.
- Amendments must be expressly written and have the original signatures of all Partners.

Settling Disputes:

All Partners agree to enter into mediation before filing suit against any other Partner or the Partnership for any dispute arising from this Agreement or Partnership. Partners agree to attend one session of mediation before filing suit. If any Partner does not attend mediation, or the dispute is not settled after one session of mediation, the Partners are free to file suit. Any law suits will be under the jurisdiction of the state of Rhode Island.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.

Signature: _____ Date: _____

David Trinidad

Signature: _____ Date: _____
Christina Akinsheye

Signature: _____ Date: _____
Darrell McCutchen