



WORLDWIDE INTERNET, INC.

**Quarterly Report for the Three Month Period Ended June 30, 2013
Non-financial information updated through July 17, 2013**

USE OF PRONOUNS AND OTHER WORDS

The pronouns “we”, “us”, “our” and the equivalent used in this prospectus mean Worldwide Internet, Inc. In the notes to our financial statements, the “Company” means Worldwide Internet, Inc. The pronoun “you” means the reader of this report.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Information set forth in this Annual Report contains forward-looking statements, which involve a number of risks and uncertainties that could cause our actual results to differ materially from those reflected in the forward-looking statements. Forward-looking statements can be identified by use of the words “expect,” “project,” “may,” “might,” “potential,” and similar terms. We caution you that any forward-looking information is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking information. Forward-looking statements involve a number of risks, uncertainties or other factors beyond our control. These factors include, but are not limited to, our ability to implement our strategic initiatives, economic, political and market conditions and price fluctuations, government and industry regulation, U.S. and global competition, and other factors. Factors that could cause or contribute to such differences include, but are not limited to, those discussed under the heading “Risk Factors.” We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. We undertake no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

TABLE OF CONTENTS

	Page
Issuer's name and its predecessors (if any) during the past five years:	3
Address of the issuer's principal executive offices	3
Security Information	3
Issuance History	4
Financial Statements	5
Business operations	17
Officers, Directors, and Control Persons	18
Third Party Providers	20
Issuer Certifications	21

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1) Issuer's name and its predecessors (if any) during the past five years:

<u>Time Period</u>	<u>Name</u>
April 6, 2006-December 11, 2008	Acellus Communications, Inc.
December 11, 2008 – Present	Worldwide Internet, Inc.
The Company merged with Worldwide Communications, Inc., a Nevada Corporation on September 30, 2010.	

2) Address of the issuer's principal executive offices

Company Headquarters

"Virtual office" location
1490-5A Quarterpath Rd, Ste 241
Williamsburg, Va 23185
Phone: 206-984-3470
Email: frankkristan@worldwideinternetinc.com
Website(s): www.worldwideinternetinc.com

3) Security Information

Securities Outstanding

Trading Symbol: WNTR
Exact title and class of securities outstanding:

Common Stock, CUSIP: 98161c 10 2
Par or Stated Value: \$0.001 par value per share.
Total shares authorized: 2,100,000,000 at June 30, 2013
Total shares outstanding: 509,642,045 at June 30, 2013
Total shares outstanding: 510,082,045 at July 15, 2013

Preferred Stock Series A
Par value or Stated Value: \$0.001 par value per share
Total Share authorized: 5,000,000 at June 30, 2013
Total Shares outstanding: 5,000,000 at June 30, 2013

Preferred Stock Series B
Par value or Stated Value: \$0.001 par value per share
Total Share authorized: 50,000,000 at June 30, 2013
Total Shares outstanding: 50,000,000 at June 30, 2013

Preferred Stock Series C
Par value or Stated Value: \$5.00 Stated Value per share
Total Share authorized: 45,000,000 at June 30, 2013
Total Shares outstanding: 600,000 at June 30, 2013

Transfer Agent

Corporate Stock Transfer, Inc.
3200 Cherry Creek Drive, Suite 430
South Denver, CO 80209
Phone: 303-282-4800

The Transfer Agent registered under the Securities Exchange Act of 1934.

Restrictions on Transfer:

Certain of our outstanding shares may be deemed to be subject to restrictions on transfer in that they are subject to the requirements of Rule 144 as "restricted securities" and securities held by "affiliates".

Trading Suspensions:

The SEC has not issued any trading suspension orders in the past 12 months.

4) Issuance History

The following table sets forth the shares of common stock we issued beginning January 1, 2011 and ending on the date of this amended quarterly report

Offering Period	No. Shares	Consideration	No. Investors
2011	1,004,200	Cash	\$0.001 3
2011	10,000,000	Services	\$0.001 1
2012	101,362,500	Cash	\$0.001 9
2012	14,957,834	Services	\$0.001 3
2013	154,125,870	Deposit	\$0.001 1
2013	440,000	Cash	\$0.001 6
2013	1,000,000	Services	\$0.001 2

We issued the number of shares of common stock listed in the foregoing table during the periods and for the consideration specified. The shares were issued in private placements to a limited number of investors, some of whom we have reason to believe are "accredited investors", including "affiliates" and some whom we believe are not "accredited investors". We relied on Section 4(1) of the Securities Act of 1933 for an exemption from registration. The offerings were not qualified in any state, in reliance on state exemptions substantially equivalent to the federal exemption. The shares sold are "restricted securities" as defined in Rule 144 under the Act and each certificate representing the shares bears a legend giving notice of the requirement of registration or available exemption therefrom for any public resale of the shares.

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5) Financial Statements

WORLDWIDE INTERNET, INC.
BALANCE SHEET
JUNE 30, 2013

ASSETS

Current Assets

Cash and Cash Equivalents 7,513

Total Current Assets \$ 7,513

Other Assets

Deposits 15,412,258

Investment Portfolio 3,000,000

Total Other Assets \$ 18,412,258

TOTAL ASSETS \$ 18,419,771

LIABILITIES and STOCKHOLDERS' EQUITY

Current Liabilities

Accounts Payable \$ 1,518

Other Current Liabilities

Accrued Expenses \$ 345,013

Total Current Liabilities \$ 346,531

Long Term Liabilities

Loans Payable Shareholders \$ 10,782

Total Long Term Liabilities \$ 10,782

TOTAL LIABILITIES \$ 357,313

STOCKHOLDERS' EQUITY

Common stock, \$0.001 par value; 2,100,000,000 shares
Authorized and 509,642,045 shares issued; \$ 246,106

Preferred stock, \$0.001 par value; 100,000,000 shares
Authorized and 55,060,000 shares issued \$ 60,000

Opening Balance Equity \$ (4,275,940)

Additional paid in capital \$ 22,104,293

Retained Earnings \$ (57,421)

Net Income \$ 14,670

TOTAL STOCKHOLDERS' EQUITY \$ 18,062,457

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ 18,419,771

WORLDWIDE INTERNET, INC.
STATEMENTS OF OPERATIONS
FOR THREE MONTH PERIOD ENDING JUNE 30, 2013

Income	-
Expense	
Automobile Expense	122
Bank Service Charges	78
Licenses & Permits	4,454
Computer and Internet Expenses	47
Meals and Entertainment	30
Postage & Shipping	125
Professional Fees	8,148
Travel Expense	<u>1,667</u>
Total Expense	\$ <u>14,670</u>
Net Ordinary Income	\$ <u>14,670</u>
Net Income	\$ <u><u>-14,670</u></u>

WORLDWIDE INTERNET, INC.
STATEMENT OF CASH FLOW
FOR THE THREE MONTHS ENDING JUNE 30, 2013

OPERATING ACTIVITIES

Net Income -14,670

Net cash provided by Operating Activities -14,670

FINANCING ACTIVITIES

Loans Payable 182

Common Stock 22,000

Net cash provided by Financing Activities \$ 22,182

Net cash increase for period \$ 7,512

Cash at end of period \$ 7,512

WORLDWIDE INTERNET, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 1 - ORGANIZATION AND DESCRIPTION OF BUSINESS

Worldwide Internet, Inc. (the "Company") was incorporated originally as August Resources IV, Inc. on September 1, 1998 in the State of Florida. In 2001 the Company changed its name to Eastern Frontier Corp. On March 30, 2006 the Company changed its domicile from Florida to Nevada and changed its name to Acellus Communications, Inc. On December 11, 2008 the Company changed its name to Worldwide Internet, Inc. and on the same date reversed its stock in the ratio of 1 to 1000.

The Company is in the business of developing technology for internet datacenter services and emergency notifications to the public. The company is focused on making additional investments to diversify its business operations and holdings.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Management further acknowledges that it is solely responsible for adopting sound accounting practices, establishing and maintaining a system of internal accounting control and preventing and detecting fraud. The Company's system of internal accounting control is designed to assure, among other items, that 1) recorded transactions are valid; 2) valid transactions are recorded; and 3) transactions are recorded in the proper period in a timely manner to produce financial statements which present fairly the financial condition, results of operations and cash flows of the Company for the respective periods being presented

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Fair value of financial instruments

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35- 37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs other than quoted prices in active markets in Level 1, which are either directly or indirectly observable as of the reporting date. Level 3 Pricing inputs that are generally observable inputs and not corroborated by market data. The carrying amount of the Company's financial assets and liabilities, such as cash, prepaid expenses and accrued expenses approximate their fair value because of the short maturity of those instruments. The Company's notes payable approximate the fair value of such instruments based upon management's best estimate of interest rates that would be available to the Company for similar arrangements at June 30, 2013.

Equipment

Equipment is recorded at cost. Expenditures for major additions and betterments are capitalized. Maintenance and repairs are charged to operations as incurred. Depreciation of equipment is computed by the straight-line method (after taking into account their respective estimated residual values) over the assets estimated useful life of three (3) or seven (7) years. Upon sale or retirement of equipment, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in statements of operations.

Impairment of long-lived assets

The Company follows paragraph 360-10-05-4 of the FASB Accounting Standards Codification for its long-lived assets. The Company's long-lived assets, which includes computer equipment is reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

The Company assesses the recoverability of its long-lived assets by comparing the projected undiscounted net cash flows associated with the related long-lived asset or group of long-lived assets over their remaining estimated useful lives against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of those assets. Fair value is generally determined using the asset's expected future discounted cash flows or market value, if readily determinable. If long-lived assets are determined to be recoverable, but the newly determined remaining estimated useful lives are shorter than originally estimated, the net book values of the long-lived assets are depreciated over the determined remaining estimated useful lives.

Commitments and contingencies

The Company follows subtopic 450-20 of the FASB Accounting Standards Codification to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

Revenue recognition

The Company follows paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

Income taxes

The Company follows Section 740-10-30 of the FASB Accounting Standards Codification, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the fiscal year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be

realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the fiscal years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Statements of Income and Comprehensive Income in the period that includes the enactment date.

The Company adopted section 740-10-25 of the FASB Accounting Standards that addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-25, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent (50%) likelihood of being realized upon ultimate settlement. Section 740-10-25 also provides guidance on derecognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. The Company had no material adjustments to its liabilities for unrecognized income tax benefits according to the provisions of Section 740-10-25.

Net income (loss) per common share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. The weighted average number of common shares outstanding and potentially outstanding common shares assumes that the Company incorporated as of the beginning of the first period presented.

There were no potentially dilutive shares outstanding as of June 30, 2013.

Cash flows reporting

The Company adopted paragraph 230-10-45-24 of the FASB Accounting Standards Codification for cash flows reporting, classifies cash receipts and payments according to whether they stem from operating, investing, or financing activities and provides definitions of each category, and uses the indirect or reconciliation method ("Indirect method") as defined by paragraph 230-10-45-25 of the FASB Accounting Standards Codification to report net cash flow from operating activities by adjusting net income to reconcile it to net cash flow from operating activities by removing the effects of (a) all deferrals of past operating cash receipts and payments and all accruals of expected future operating cash receipts and payments and (b) all items that are included in net income that do not affect operating cash receipts and payments. The Company reports the reporting currency equivalent of foreign currency cash flows, using the current exchange rate at the time of the cash flows and the effect of exchange rate changes on cash held in foreign currencies is reported as a separate item in the reconciliation of beginning and ending balances of cash and cash equivalents and separately provides information about investing and financing activities not resulting in cash receipts or payments in the period pursuant to paragraph 830-230-45-1 of the FASB Accounting Standards Codification.

Advertising Costs

The Company expenses the cost of advertising and promotional materials when incurred. Total Advertising costs were \$0 for the three months ended June 30, 2013.

Subsequent events

The Company follows the guidance in Section 855-10-50 of the FASB Accounting Standards Codification for the disclosure of subsequent events. The Company will evaluate subsequent events through the date when the financial statements were issued. Pursuant to ASU 2010-09 of the FASB Accounting Standards Codification, the Company considers its financial statements issued when they are widely distributed to users, such as publishing them on OTCMarkets.com.

Recently issued accounting pronouncements

The following accounting standards were issued as of December 26, 2011: **ASU 2010-06, Fair Value Measurements and Disclosures (Topic 820) - Improving Disclosures about Fair Value Measurements.**

This ASU affects all entities that are required to make disclosures about recurring and nonrecurring fair value measurements under FASB ASC Topic 820, originally issued as FASB Statement No. 157, *Fair Value Measurements*. The ASU requires certain new disclosures and clarifies two existing disclosure requirements. The new disclosures and clarifications of existing disclosures are effective for interim and annual reporting periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements. Those disclosures are effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years.

ASU 2011-04, Fair Value Measurement (Topic 820) ± Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs

This ASU supersedes most of the guidance in Topic 820, although many of the changes are clarifications of existing guidance or wording changes to align with IFRS 13. In addition, certain amendments in ASU 2011-04 change a particular principle or requirement for measuring fair value or disclosing information about fair value measurements. The amendments in ASU 2011-04 are effective for public entities for interim and annual periods beginning after December 15, 2011. The Company has an amount due its officers for the balance of loans and accrued compensation. Any advances and accrued salary is without interest.

NOTE 3 - GOING CONCERN

As reflected in the accompanying financial statements, the Company had a net loss of \$14,670 and net cash used in operating activities of \$14,670 for the three months ended June 30, 2013.

While the Company is attempting to commence operations and generate revenues, the Company's cash position may not be significant enough to support the Company's daily operations. Management intends to raise additional funds by way of a public or private offering. Management believes that the actions presently being taken to further implement its business plan and generate revenues provide the opportunity for the Company to continue as a going concern. While the Company believes in the viability of its strategy to generate revenues and in its ability to raise additional funds, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon the Company's ability to further implement its business plan. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 4 - ACCOUNTS PAYABLE

The Company had an accrued account payable to an unrelated party in the amount of \$22,000 for services provided commencing July 1, 2011 through April 30, 2012. The accounts payable was settled with the issuance of 30,000,000 common shares, pursuant to Section 3(a)(10) exemption, under a court order from the District Court for the State of Iowa.

NOTE 4 - ACCOUNTS PAYABLE RELATED PARTY

The Company has an amount due its officers and shareholders loans for previous advances and accrued compensation. Any advances and accrued salary is without interest.

NOTE 5- COMMITMENTS & CONTIGENCIES

Rent

The Company currently uses a virtual office on an annual basis. The company intends to establish an office in the second quarter of 2013.

NOTE 6 – RELATED PARTY TRANSACTIONS

Accrued salaries owing to officers

The Company had one employment agreement renewable each year with its principal officer for \$72,000 a year. The amount owing to the officer at the year ends is enumerated below and represents a net amount accrued minus payments made:

	June 30	
	2013	2012
Accrued Salary and Advances	\$ -	\$345,013

The employment agreement was terminated as of April 9, 2013 and the company issued a Promissory Note in the amount of \$345,013.

On March 11, 2013, the Company and Ludvik Holdings, Inc. (“Ludvik”) a privately owned Delaware corporation, entered into a letter of intent for the purchase of the assets of Ludvik. The letter of intent has been extended by the parties until August 31, 2013 (Exhibit 99.1).

On April 8, 2013, Ludvik purchased one hundred million shares of the Company’s common stock and five million shares of the Company’s preferred stock with ten votes per share from Kenneth D. Bland, the Company’s sole director. In connection with the transaction, Mr. Bland resigned as the Company’s sole director and president; and, the persons identified below were elected as directors and executive officers of the Company. Mr Bland is no longer a director, officer or shareholder in the company.

Frank Kristan was elected as the sole director of the Company to replace Mr. Bland. Phil Sands was elected as Secretary and Frank Kristan was appointed as President and Treasurer of the Company.

On April 11, 2013, the Company issued 154,125,870 common shares to Ludvik Holdings in partial payment of the purchase of Ludvik Holding’s assets and business, subject to assumption of liabilities and obligations. The total purchase price is \$21,062,587, with an unpaid balance of \$650,000 to be paid in cash. The cash portion of the price will be reduced by the amount of Ludvik Holdings’ Senior Secured Revolving Credit Facility Agreement with TCA Global Credit Master Fund, LP outstanding on the payment date. The Company is currently doing an offering of up to One Million (\$1,000,000) Dollars under Section 504 to pay for the acquisition of the Ludvik Assets, additional acquisitions and working capital.

As of June 30, 2013, Ludvik Holdings, Inc. had advanced the Company \$11,795.17.

The Company partially repaid the advances with a balance owed to Ludvik Holdings, Inc in the amount of \$182.17.

NOTE 7 – STOCKHOLDERS’ DEFICIT

In 2010 the Company issued 198,085,700 shares of stock. Of this issuance 185,092,166 was issued to its officers as founder shares valued at par. The remaining shares for services of 8,500,000 were valued at the prevailing market rate of the stock which was \$0.10. Shares for services expense was recorded as \$1,086,662, shown on the statement of operations for 2010. Additionally in 2010 4,493,534 shares were issued for cash of \$204,000. As the issuance of shares in 2010 for cash was done at rates lower than the prevailing market rate of the price of the stock the Company recognized a finance cost in 2010 of \$309,677. This amount is included in the other expense amount as shown on the statement of operations.

In 2011 the Company issued 11,004,200 shares of stock of which 10,000,000 was issued for services valued at market and shown on the statement of operations as stock for services expense, and 1,004,200 shares for cash of \$30,000. The financing charge in 2011 on stock issued for cash below market was \$72,920.

In the twelve months of 2012, the Company issued 14,957,834 shares of stock. Of this issuance 14,907,834 were issued to its officers as founder shares valued at par and the amount thereof expensed. The remaining shares were issued for par value.

In the period ending June 30, 2013, the company issued 154,125,870 shares at a value of \$0.10c per share as a deposit pursuant to a letter of intent. The company also issued 1,000,000 shares of common stock for legal and advisory services provided to the company. The company also issued 440,000 common shares for cash at \$0.05c per share.

NOTE 8 . INCOME TAX

Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carry forwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

Net deferred tax assets as of December 31, 2012, 2011 and 2010:

	2012	2011	December 31, 2010
Deferred Tax Assets - Non-Current	Undetermined		
NOL Carryover	Undetermined	\$34,770	\$116,729
Less valuation allowance	Undetermined	(34,770)	(116,729)
Deferred tax assets, net of valuation allowance	\$ --	\$ --	\$ --

The income tax provision differs from the amount of income tax determined by applying the U.S. federal income tax rate to pretax income from continuing operations for the period ended December 31, 2012, 2011 and 2010 due to the following:

	2012	2011	2010
Book Income	\$(57,450)	\$(246,419)	\$(1,574,804)
Meals and Entertainment	\$0	154	820
Stock for Services	\$14,958	50,000	1,086,662
Accrued Payroll	\$54,000	144,000	144,000
Valuation Allowance	11,508	102,265	343,322
Total	\$ --	\$ --	\$ --

At December 31, 2012, the Company had net operating loss carry forwards of approximately \$1,850,460 that may be offset against future taxable income from the year 2013 to 2032. No tax benefit has been reported in the December 31, 2012 financial statements since the tax benefit is offset by an allowance of the same amount.

Due to the change in ownership provisions of the Tax Reform Act of 1986, net operating loss carry forwards for Federal Income tax reporting purposes are subject to annual limitations. Should a change in ownership occur, net operating loss carry forwards may be limited as to use in future years.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events pursuant to the requirements of ASC Topic 855 and has determined that, other than listed below, no material subsequent events exist.

On June 24, 2013 the Company received a term sheet for the purchase of up to Two Hundred and Fifty Thousand (\$250,000) Dollars of the Company's common stock. The Company completed the Investment Agreement subsequent to June 30.

On June 30, 2013 the Company entered into an agreement with World Capital Leasing Inc., to acquire a portfolio of leases for Three Million (\$3,000,000) Dollars by the issuance of 600,000 shares of Series C Preferred Stock with a stated value of \$5.00 per share. The Series C Preferred shares are to be issued subsequent to the period ending June 30, 2013 (Exhibit 99.2).

On July 9, 2013 the Company entered into a Letter of Intent to acquire the Honeywell Estates LLC for a total purchase price of Twenty Six Million (\$26,000,000) Dollars. It provides for the payment of Two Hundred and Fifty Thousand (\$250,000), assumption of a First Mortgage and the balance of payment in the form of a Secured Convertible Note (Exhibit 99.3).

The Company is currently doing an offering of up to One Million (\$1,000,000) Dollars under Regulation D, Section 504 to pay for the acquisition of the Ludvik Assets, additional acquisitions and working capital. The Company has received a preliminary commitment to purchase the entire offering subject to certain escrow provisions.

[End of Financial Notes]

6) Describe the Issuer's Business, Products and Services

Business operations:

The Company is in the business of developing technology for internet datacenter services and emergency notifications to the public. The company is focused on making additional investments to diversify its business operations and holdings.

Date and State (or Jurisdiction) of Incorporation

April 6, 2006 - Nevada

Primary and secondary SIC Codes

Our primary SIC code is 4813 - Telephone Communications (No Radiotelephone).

Our secondary SIC code is 4899 - Communications Services, NEC.

Fiscal year end date

December 31.

Principal products or services, and their markets:

We have designed a proprietary cell broadcast/cell information technology product suite. This technology is commonly known as a short message service via cell broadcast (SMCB) for point to multipoint distribution of emergency and commercial messages simultaneously to multiple network subscribers. This type of communication process is initiated by our proprietary cbp2mp broadcast controller which will be installed in cellular networks of wireless carriers. Our controller transmits data to cell phones on the network which have our proprietary application (App) when within range of the towers. Our proprietary product suite includes the cbp2mp controller, the App for free download by cell phone subscribers and software which enables the network personnel to initiate the point to multipoint broadcast, including linkage to emergency broadcast systems. The controller, App and software comprise our cbp2mp system. We plan to offer our cbp2mp proprietary product suite to wireless carriers, agencies, and municipalities for no upfront charge, and bill the client a monthly service fee with a component based on number of broadcast transmissions. We believe our cbp2mp system and billing structure will be very attractive to rural cellular carriers and other providers of wireless broadband to communities throughout the United States.

Our competitors include other wireless companies like Alcatel-Lucent and Motorola. We believe our competitive advantage will be our monthly billing structure with no up-front cost, as compared to the up-front purchase of equipment presently required by our competitors.

We expect to contract the manufacture of our cbp2mp controller and related hardware. We will be able to provide the App and software components our cbp2mp system to our clients in several formats, including CD-ROM/flash drive and download. The App will be downloadable by network subscribers wirelessly from their network providers. We believe there are numerous, competitive manufacturers suitable to build our cbp2mp controller and related hardware and that raw materials and component parts are readily available from many sources in the marketplace.

We do not expect to be dependent on one or a few major customers.

Our proprietary technology is a trade secret for which we plan to use commercially reasonable means to protect from infringement. We have a patent application pending for certain features of our technology, subject to our response to questions received from the Patent and Trademark Office.

Commencing on April 9, 2013 the Company will focus on additional investment opportunities to diversify its business operation.

7) Describe the Issuer's Facilities

At the date of this quarterly report, we have an annual rental of virtual office space. We currently pay \$164 per year. The lease provides a mailing address and access to other services. A significant number of our personnel and part of our equipment will be mobile as we implement our system in various locations around the U.S. Accordingly, we expect a significant number of our employees will work remotely. At this time, we are unable to predict the number of personnel we may need to accommodate at central, regional or local office locations.

8) Officers, Directors, and Control Persons

Names of Officers, Directors, and Control Persons.

Frank Kristan, Director, President and Treasurer

Frank Kristan has been employed with Ludvik Holdings, Inc and its predecessor for more that five years. Frank Kristan, effective April 8, 2013, became our Sole Director, President and Treasurer. Mr Kristan is the President of Ludvik Holdings, Inc ("Ludvik").

Ludvik Holdings Inc is a diversified holding company of investments with an initial founding capital of \$10 million dollars provided to the portfolio companies. It projects strong returns over a ten year period through implementing a diversified investment strategy. Ludvik Holdings Inc., is a Delaware Corporation, that is managed by Frank Kristan, President and CEO, who has managed funds in excess of \$50 million dollars.

Mr Kristan controls Ludvik Holdings Inc. that owns 154,125,870 common shares of stock.

Phillip Sands, Secretary.

Mr Sands is the President of Cold River Capital, Inc. Cold River Capital is an independent investment firm that provides innovative private equity solutions to the Small-Cap markets in the US, Europe and South America. They offer equity capital, venture capital, PIPE funding, leveraged buyouts (LBO), mezzanine financing and bridge financing. Their philosophy is to help growing Small-Cap companies develop into Micro-Cap companies by investing via equity investments partnerships and debt structured funding. CRC's officers have long and distinguished business experience and history and investment experience in Small-Cap markets.

Mr Sands controls Cold River Capital, Inc. that owns 500,000 shares of our common stock.

Legal / Disciplinary History.

Mr. Kristan has not, in the last five years, been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or the entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

Mr. Sands has not, in the last five years, been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or the entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

Beneficial Shareholders.

TTT Investment Trust owns 100,000,000 shares of our common stock, or 19.60 percent. Its address is 5825 Vineyard Lane, McKinney, Texas 75070. We believe it is controlled by Wade Clark.

Darrell McDowell owns 100,036,406 shares of our common stock, or 19.60 percent. His address is 1124 West Nebraska Avenue. Spokane, Washington 99205.

Ludvik Holdings, Inc. owns 154,125,870 shares of our common stock, or 30.22 percent. It is controlled by Frank Kristan. Its address is 1521 Concord Pike, Suite 301 Wilmington Delaware 19803.

To our knowledge, no other shareholder owns more than ten percent of our equity securities.

9) Third Party Providers

Legal Counsel

Jackson L. Morris, Esq.
Attorney at Law
3116 W. North A Street
Tampa, Florida 33609- 1544
Phone: 813-874- 8854
Email: jackson.morris@rule144solution.com

Accountant or Auditor

McClain, Harris & Associates
5500 Executive Center Drive, Suite 217
Charlotte, North Carolina 28212
Phone: 704-230-0467

Other Advisor who assisted, advised, prepared or provided information with respect to this disclosure statement

None

10) Issuer Certification

I, Frank Kristan, certify that:

1. I have reviewed this Quarterly disclosure statement of Worldwide Internet, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

July 17, 2013

/s/ Frank Kristan

Frank Kristan
President



June 30th, 2013

CONFIDENTIAL

Frank Kristan
President
Ludvik Holdings, Inc.
1521 Concord Pike, Suite 301
Wilmington, DE 19803

Dear Mr. Kristan,

The purpose of this letter is to extend the term of the Letter of Intent entered into by the parties as of March 14, 2013 with respect to a proposed transaction between the parties.

The parties hereby agree to extend the term of the Letter of Intent pursuant to Section 8 of the Letter of Intent and amend Section 8 to read that this letter of intent shall terminate if the Agreement shall not have been fully executed on or before August 31, 2013 for any reason.

If the foregoing accurately reflects the discussions between us to date, please indicate your acceptance and agreement below.

Very truly yours,

Worldwide Internet, Inc.

/s/ Phil Sands

By: _____

Phillip Sands, Secretary

Accepted and Agreed

Ludvik Holdings, Inc.

/s/ Frank Kristan

By: _____

Frank Kristan, President

Dated: June 30, 2013

EXHIBIT 99.2



July 8th, 2013

Henry Grunbaum
4326 Manhattan Avenue
Brooklyn, New York 10977

Re: Honeywell Estates

Dear Sir,

This letter of intent (the "Letter of Intent") sets forth the general terms upon which Worldwide Internet, Inc., a Nevada corporation, Mainline Land Co. LLC, Worldwide Capital Properties, and/or its investors ("Worldwide") would purchase 100% of Greentree Mohegan LLC, Greentree Mohegan II, LLC and Honeywell Estates LLC ("Sellers") for a total purchase price of Twenty Six Million (\$26,000,000) Dollars (the "Purchase Price").

The Purchase Price by Worldwide shall be on the following terms and conditions:

1. Purchase Price. Worldwide hereby agrees to purchase the property as follows:

(a) Pursuant to the Definitive Purchase Agreement, Worldwide and/or the Investors shall assume up to Sixteen Million (\$16,000,000) Dollars at closing to be secured by a First Mortgage on the Property;

(b) Pursuant to the Definitive Purchase Agreement, Worldwide and/or the Investors shall pay Nine Million Seven Hundred Fifty Thousand (\$9,750,000) in the form of a Second Mortgage on the Property, to be held by Sellers and/or its assignees, for up to two years, with an accrued interest rate of 8% per annum, subject to financing and the completion of the final due diligence, on or before August 31, 2013.

(c) Pursuant to the Definitive Purchase Agreement, Worldwide and/or the Investors shall pay to Sellers, Two Hundred and Fifty Thousand (\$250,000) Dollars in cash at closing;

(d) Worldwide and/or the Investors shall purchase the Property, subject to financing and the completion of the due diligence, on or before September 30, 2013.

2. Consents and Approvals. Each party shall use its best efforts to obtain all consents, waivers, approvals and authorizations as may be required or advisable to consummate the transaction described in this Letter of Intent. The Definitive Purchase Agreement will acknowledge that there is an existing first mortgage for the property to be paid off, refinanced or assumed by Worldwide on terms acceptable to the bank.

WORDLWIDE INTERNET INC

1490-5A Quarterpath Rd, Suite 241, Va. 23185. Phone: (757) 345-3375 Fax: (206) 984-3470



3. Authority. Each party shall have the necessary power and authority to execute and deliver the Definitive Purchase Agreement and to consummate the transaction contemplated hereby.

4. Binding Effect; Entry Into Agreements. This Letter of Intent is a non-binding agreement by and among the parties, subject to any additional terms and conditions as may be negotiated in the Definitive Purchase Agreements. The parties shall use their best efforts to enter into a definitive purchase agreement for the transactions set forth herein (the "Definitive Purchase Agreement") as soon as practicable, with a closing no later than September 30, 2013 and upon terms mutually acceptable to the parties.

5. Financing Fees. There are no brokers or finders and no fees to any broker or finder shall be payable in connection herewith. The parties shall indemnify each other against all claims for brokerage commissions in connection with the transactions contemplated hereby and will hold the other party harmless from any loss resulting from any claim or claims for brokerage commissions claimed through the other party.

7. Professional Fees. Each party shall be responsible for its own professional fees, including, but not limited to, attorneys and accountants fees, which are incurred in connection with the execution of this Letter of Intent.

8. Confidentiality. In connection with the transactions contemplated herein, each party will be providing information to the other. As a condition to the furnishing of such information, all parties agree, as set forth below, to treat confidentially such information and any other information furnished, whether furnished before or after the date of this Letter of Intent, and all analyses, compilations, studies and other material (collectively, the "Evaluation Material"). Each party shall agree that they will not use the Evaluation Material in any way detrimental to the others, and that such information will be kept confidential by such party, its agents and representatives; provided, however, that any of such information may be disclosed to directors, officers, employees and representatives, and to individuals acting in similar capacities who need to know such information for the purpose of evaluating a possible transaction (it being understood that such directors, officers, employees, representatives and agents shall be informed of the confidential nature of such information and shall be directed to treat such information confidentially). Without the prior written consent of the others, no-one will disclose to any person the fact that discussions or negotiations are taking place concerning a possible transaction or the status thereof.

9. Counterparts; Facsimile Signatures. This Letter of Intent may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto. A facsimile signature of any party to this Letter of Intent shall be valid and effective and binding upon the signatory party.



If the terms of this Letter of Intent are acceptable to you, please acknowledge your acceptance and return this Letter of Intent on or before July 15th, 2013. If the Letter of Intent is not so accepted by said date, then the offer set forth in this Letter of Intent shall terminate and be of no further force and effect.

Sincerely yours,

Worldwide Internet, Inc

By:

A handwritten signature in black ink, appearing to read "Frank Kristan".

Frank Kristan
President

The foregoing Letter of Intent is accepted and agreed to by the undersigned on this 9th day of July, 2013.

Seller - Henry Grunbaum

/s/ Henry Grunbaum

By: _____

Name:

Title:



SERIES C PREFERRED STOCK PURCHASE AGREEMENT

This Agreement is made as of this 22nd, day of June 2013, (the "Agreement Date") between Worldwide Internet, Inc., located at 1490-5A Quarterpath Rd, Suite 241 Williamsburg, Va 23185 (the "Company") and World Capital Leasing Inc. located at World Capital Leasing, Inc. 77 Water Street, 7th/8th Floors, New York 10005 (the "Investor").

1. Authorization and Sale of Shares

1.1 Authorization

The Company has authorized the sale to Investor of 600,000 shares of its Series C Preferred stock. The stock is non-voting, \$5.00 stated value, having the cumulative dividends, liquidation preferences, and other privileges as set forth in the Articles of Amendment to Articles of Incorporation, Resolution authorizing issuance of Preferred Stock, Preferences and Rights and of the Series C Preferred Stock of Worldwide Internet Inc., and is made part hereof by this reference.

1.2 Sale of Shares

Subject to the terms and conditions hereof, the Company will issue and sell to the Investor, and the Investor will purchase from the Company, 600,000 Shares of the Series C Preferred stock (the "Shares") for the purchase price of \$5.00 per Share at the Closings in exchange for Three Million (\$3,000,000) Dollar of the Investors leasing portfolio as attached hereto as an Exhibit ("Assets").

1.3 Use of Proceeds

The net proceeds from the sale of the Shares, shall be used only for the purpose of the acquisition of the assets.

2. Closing Date; Delivery

2.1 Closing of Shares

The closing of the sales and purchase of the Shares under this Agreement (the "Closings") shall be held as mutually agreed by the parties but no later than June 30, 2013 at the offices of the Company or at such a place as the Company and the Investor may agree.

2.2 Delivery

At each of the Closings under this Agreement, subject to the terms and conditions hereof, the Company shall deliver to the Investor a certificate representing the Shares in exchange for payment of the purchase price therefor paid by immediately available funds.



3. Representations and Warranties of the Company

The Company represents and warrants to the Investor as follows:

3.. 1 Organization and Standing

The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. The Company has all requisite corporate power and authority to own and operate its properties and assets and to carry on its business as presently conducted and as proposed to be conducted. The Company has furnished the Investor with certified copies of its Articles of Incorporation as of the Agreement Date and Bylaws. Said copies are true, correct and complete, contain all amendments through the Closing Date, and are filed with OTC Markets.

3.2 Corporate Power

The Company has all requisite legal and corporate power to execute and deliver this Agreement, to sell and issue the Shares hereunder, and to carry out and perform its obligations under the terms of this Agreement.

3.3 Capitalization

The authorized capital stock of the Company as of the Agreement Date consists of Forty Five Million (45,000,000) shares of Series C preferred stock.

3.4 Financial Statements

The financial information, which has been submitted to the Investor in connection with obtaining this financing, was prepared in good faith and fairly represents the financial condition of the Company. Such information adheres to sound accounting practices applied in accordance with the past practices of the Company.

3.5 Authorization

All corporate action on the part of the Company, its officers, directors, and shareholders necessary for the authorization, execution, delivery, and performance by the Company of this Agreement, the authorization, issuance, sale, and delivery of the Shares of Series A Preferred stock and the performance of all of the Company's obligations hereunder has been taken or will be taken prior to the Closing. This Agreement, when executed and delivered by the Company, shall constitute a valid and legally binding obligation of the Company enforceable in accordance with its respective terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies. The Shares, when issued in compliance with the provisions of this Agreement, will be validly issued and non-assessable, and will have the rights, preferences, and privileges described in this document; and the Shares will be free of any liens or encumbrances; *provided, however*, that the Shares may be subject to



restrictions on transfer under applicable securities laws.

3.6 Title to Properties and Assets

The Company has good and marketable title to its properties and assets, and has good title to all its leasehold interests, in each case subject to no mortgage, pledge, lien, lease, loan, encumbrance or charge, except those existing of record as of this the date of closing. With respect to property it leases, the Company is in compliance with such leases in all material respects.

3.7 Compliance With Other Instruments

The Company is not in violation of any term of its Articles of Incorporation or Bylaws, any material contract, agreement, mortgage, indebtedness, indenture, instrument, judgment, decree, order, or, to its knowledge, any statute rule or regulation applicable to the Company. The execution, delivery, and performance of and compliance with this Agreement have not resulted and will not result in any such violation, or be in conflict with or constitute a default under any such term, or result in the creation of any lien, mortgage, pledge, encumbrance or charge upon any of the properties or assets of the Company; and there is no such violation or default which materially or adversely affects the Company's business or any of its properties or assets.

3.8 Litigation

There are no actions, suits, proceedings or investigations pending against the Company, or any of its properties, before any court or governmental agency (nor, to the Company's knowledge, is there any reasonable basis therefor or threat thereof). The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or governmental agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or that the Company intends to initiate.

3.9 Tax Returns

The Company has filed or obtained extensions for all federal, state, and other tax returns which are required to be filed and has paid all taxes which have become due and payable.

3.10 Insurance

The Company does maintain insurance policies in such types and amounts as are appropriate for its business and furnish evidence of such insurance to Investor upon written request.



3.11 Governmental Consents

No consent, approval, or authorization of or designation, declaration, or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Agreement, or the offer, sale or issuance of the Shares, or the consummation of any other transaction contemplated hereby, except (i) qualification (or taking such action as may be necessary to secure an exemption from qualification, if available) of the offer and sale of the Shares under applicable securities laws and (ii) filing an Amendment to the Articles of Incorporation with the Secretary of State of the State of Nevada with respect to the Series C Preferred Stock.

3.12 Securities Law Exemption

Subject to the accuracy of the Investor's representations in Section 4 of this Agreement, the offer, sale, and issuance of the Shares constitute transactions exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "Act"), and are exempt from registration and qualification under the registration, permit or qualification requirements of all applicable state securities laws.

3.13 Disclosure

None of the representations or warranties made by the Company in this Agreement and no information in the exhibits hereto, or otherwise furnished to the Investor, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

3.14 Brokerage

The Company has not retained any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

3.15 Prompt Payment of Taxes and Claims

The Company shall pay when due all taxes, lawful claims for labor, materials, supplies, and rents and other debts and liabilities which if unpaid would by law be a lien or charge upon the property of the Company unless the Company in good faith contests the payment.

4. Representations and Warranties of the Investor

The Investor (which for the purposes of these representations and warranties, is deemed to be the City of Spring Valley and each of its affiliates) hereby represents and warrants to the Company as follows:



4. . 1 Authorization

The Investor is a governmental entity or a political subdivision or instrumentality thereof. All action on the part of the Investor necessary for the purchase of the Shares of Series A Preferred Stock and the authorization, execution, delivery, and performance by the Investor of its obligations under this Agreement has been taken or will be taken prior to the Closing. This Agreement when executed and delivered by the Investor will constitute a valid and legally binding obligation of the Investor, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors' rights.

4.2 Investment

The Investor is acquiring the Shares for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. The Investor understands that the Shares have not been and will not be, registered under the Act by reason of a specific exemption from the registration provisions of the Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein.

4.3 No Public Market

The Investor understands that no active public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's securities.

4.4 Access to Data

The Investor has had an opportunity to discuss the Company's business, management, and financial affairs with the Company's management and has also had an opportunity to ask questions of the Company's officers, which questions were answered to its satisfaction. The Investor has received and relied upon information supplied by the Company as a part of the Investor's due diligence investigation.

4.5 Brokers or Finders

The Investor has not engaged any brokers, finders or agents and has not incurred, and will not incur, directly or indirectly, any liability for brokerage or finder's fee or agents' commissions or any similar charges in connection with this Agreement and the transactions contemplated hereby.

5. Conditions to Investor's Obligations at the Closing

The Investor's obligations to purchase the Shares at the Closing under this



Agreement are subject to the fulfillment on or prior to the Closing Date of the following conditions, any of which may be waived in whole or in part by the Investor:

5.1 Certain Pre-closing and Closing Documents

5.1.1 Certificate for Shares

The Company at its sole cost and expense shall have delivered to Investor a certificate evidencing Investor's ownership of the shares of Series C Preferred Stock, purchased by the Investor pursuant to the terms hereof duly executed by the Company.

5.1.2 Secretary's Certificate

The Company at its sole cost and expense shall have delivered to Investor a certificate of the corporate secretary of the Company to be dated the Closing Date, certifying as being true and accurate and in full force and effect as of the Closing Date and attaching true copies of resolutions of the board of directors of the Company authorizing (a) the Company to enter into and perform this Agreement and to execute and deliver and honor or perform, as the case may be, the other documents necessary to finalize the funding contemplated hereunder, and (b) the person or persons who have executed or will execute this Agreement and the other documents to do so.

5.1.3 Officer's Certificate of the Company

The Company at its sole cost and expense shall have delivered to Investor a certificate of the President or Vice-President of the Company, dated the Closing Date, certifying to the best of its knowledge (a) that all representations and warranties of the Company set forth in Article 3 hereof are true and correct as of the Closing Date and (b) the number of shares of capital stock issued and outstanding as of the Closing Date.

5.2 Other Financing Commitments

The Investor shall obtain commitments in form and substance satisfactory to the Company for a line of credit of up to \$5,000,000 in financing commitments for the portfolio.

5.3 Representation and Warranties True; Performance of Obligations

The representations and warranties made by the Company in Section 3 hereof shall be true and correct in all material respects on the Closing Date with the same force and effect as if they had been made on and as of such date.

5.4 Covenants

All covenants, agreements, and conditions contained in this Agreement to be performed by the Company on or prior to the Closing Date shall have been performed or complied with in all material respects.



5.5 Consents

The Company shall have obtained all consents, permits, and waivers necessary to consummate the transactions contemplated by this Agreement.

5.6 Compliance With Laws

The purchase of the Shares by the Investor hereunder shall be legally permitted by all laws and regulations to which the Investor or the Company are subject.

6. Conditions to Company's Obligations at the Closing

The Company's obligation to sell and issue the Shares at the Closing is subject to the fulfillment to the Company's satisfaction on or prior to the Closing Date of the following conditions, any of which may be waived in whole or in part by the Company:

6.1 Representations and Warranties True; Performance of Obligations

The representations and warranties made by the Investor herein shall be true and correct in all material respects on the Closing Date with the same force and effect as if they had been made on and as of the same date; and the Investor shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Closing Date and all documents incident thereto shall be satisfactory in form and content to the Company and its counsel.

6.2 Compliance With All Laws

At the Closing, the purchase of the Shares by the Investor hereunder shall be legally permitted by all laws and regulations to which the Investor or the Company are subject.

7. Covenants of the Company

7.1 Inspection

The Company shall permit the Investor at such party's expense, to visit and inspect the Company's properties, to examine its books of accounts and records and to discuss the Company's affairs, finances, and accounts with its officers, all at such reasonable times as may be requested by the Investor; *provided, however*, that the Company shall not be obligated pursuant to this Section 7.1 to provide access to any information that it reasonably considers to be a trade secret or similar confidential information unless such the Investor provides reasonable assurances in writing that it will maintain the confidentiality of the information.

7.2 Information on Request; Disclosure

To the extent required to enable Investor to comply with the laws of the



State of Nevada and at Investor's cost, the Company shall furnish promptly, at Investor's request, such information as may be reasonably necessary to enable Investor to determine whether the Company is in compliance with the terms of this Agreement or as may be required by Investor to prepare its annual report. The Company consents to reasonable disclosure by Investor as required by Nevada Law of the Company's financial information in connection with the preparation of Investor's annual report; provided, however, that prior to making any such disclosure Investor shall give the Company thirty (30) days written notice.

8. Stock Redemption and Conversion

The Company understands and agrees the Series C Preferred Stock acquired through this agreement may be redeemed as prescribed in 8 (a) and converted as prescribed in 8 (b).

(a) The Investor shall have the right, on or before December 31, 2013, to redeem the entire amount of its preferred stock for the Assets.

(b) The investor shall the right to convert the Preferred Stock into the company Common Stock at a ratio of 10 shares of common stock for 1 shares of Series C Preferred Stock. In the event the investor elects to convert into common shares of the Company then the Assets shall remain with the Company.

9. Stock Dividend

The Company intends to declare and pay an annual dividend of 8 % on outstanding shares Series C Preferred Stock on January 1st of each year beginning January 1, 2014 until all Series C Preferred Stock is repurchased. The company shall pay the dividend in cash and/or additional shares of Series C Preferred Stock. Annual payments will be applied first to declared dividends with remaining funds applied to stock redemption.

10. Time and Location of Payments

The Company shall make each payment under this agreement and as set forth in Section 8 (a) and Section 9 no later than the day when intended in cash and/or securities.

11. Miscellaneous

11.1 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Nevada as applied to this agreement and relied on in the State of Nevada.



11.2 Survival

The representations, warranties, covenants, and agreements made herein shall survive any investigation made by the Investor and the closing of the transactions contemplated hereby. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company pursuant hereto or in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company hereunder as of the date of such certificate or instrument.

11.3 Finder's Fee

Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction except as disclosed herein. The Investor and the Company agree to indemnify and hold harmless the other party from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or the Company is responsible.

11.4 Entire Agreement

This Agreement, the exhibits, and the other documents delivered pursuant to this Agreement constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein or therein. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided herein.

11.5 Severability

In case any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

11.6 Amendment and Waiver

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and retroactively), only with the written consent of Company and Investor.

11.7 Delays or Omissions

No delay or omission to exercise any right, power or remedy accruing to



the Investor upon any breach, default or noncompliance of the Company under this Agreement or under the Articles of Incorporation, shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default, or noncompliance, or any acquiescence therein, or of any similar breach, default, or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on the Investor's part of any breach, default, or noncompliance under this Agreement or under the Articles of Incorporation or any waiver on the Investor's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing, and that all remedies, either under this Agreement, the Articles of Incorporation, by law or otherwise afforded to the Investor, shall be cumulative and not alternative.

11.8 Notice

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon e-mail, facsimile, personal delivery or upon deposit with the United States Post Office, by first-Class mail, postage addressed as set forth at the end of this paragraph, or at such other address as the Company shall have furnished to the Investor in writing.

To the Company as:

Worldwide Internet, Inc.
1490-5A Quarterpath Rd
Williamsburg, Va 23185

To the Investor as:

World Capital Leasing Inc.
77 Water Street
New York, NY 10005

11.9 Titles and Subtitles

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

11.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

The foregoing Agreement is executed as of the date first above written.



COMPANY:

WORLDWIDE INTERNET, INC

A handwritten signature in black ink, appearing to read "Frank Kristan".

By: Frank Kristan

Its: President

INVESTOR:

WORLD CAPITAL LEASING INC

/s/ Mack Frankel

By: Mack Frankel

Its: President



EXHIBIT A

World Capital Leasing Portfolio

WORLD CAPITAL LEASING, INC.
(List of Operating Leases)

LEASE #: Amount: Cost: Spread: Charge: Monthly: Began: End: Term:

A: \$98,425. : 7% : 13% : 20% : \$656.16 : 7/13 : 8/16 : 3 year.
B: \$114,500. : 7% : 13% : 20% : \$650.00 : 7/13 : 8/16 : 3 year.
C: \$98,425. : 7% : 13% : 20% : \$656.16 : 7/13 : 8/16 : 3 year.
D: \$66,800. : 7% : 13% : 20% : \$445.33 : 7/13 : 8/16 : 3 year.
E: \$95,400. : 7% : 13% : 20% : \$636.00 : 7/13 : 8/16 : 3 year.
F: \$29,750. : 7% : 13% : 20% : \$198.33 : 7/13 : 8/16 : 3 year.
G: \$124,530. : 7% : 13% : 20% : \$830.20 : 7/13 : 8/16 : 3 year.
H: \$64,150. : 7% : 13% : 20% : \$325.00 : 7/13 : 8/28 : 15 year (Fin).
I: \$115,085. : 7% : 13% : 20% : \$767.23 : 7/13 : 8/16 : 3 year.
J: \$47,000. : 7% : 13% : 20% : \$313.33 : 7/13 : 8/16 : 3 year.
K: \$97,000. : 7% : 13% : 20% : \$646.66 : 7/13 : 8/16 : 3 year.
L: \$66,350. : 7% : 13% : 20% : \$442.33 : 7/13 : 8/16 : 3 year.
M: \$32,335. : 7% : 13% : 20% : \$215.56 : 7/13 : 8/16 : 3 year.
N: \$250,000. : 7% : 13% : 20% : \$1,250. : 7/13 : 8/16 : 3 year.
O: \$112,500. : 7% : 13% : 20% : \$750.00 : 7/13 : 8/16 : 3 year.
P: \$250,000. : 7% : 13% : 20% : \$1,250. : 7/13 : 8/28 : 15 year (Fin).
Q: \$242,550. : 7% : 13% : 20% : \$1,617. : 7/13 : 8/16 : 3 year.
R: \$242,405. : 7% : 13% : 20% : \$1,616. : 7/13 : 8/16 : 3 year.
S: \$225,850. : 7% : 13% : 20% : \$1,506. : 7/13 : 8/16 : 3 year.
T: \$146,245. : 7% : 13% : 20% : \$974.96 : 7/13 : 8/16 : 3 year.
U: \$34,670. : 7% : 13% : 20% : \$231.13 : 7/13 : 8/16 : 3 year.
V: \$280,000. : 7% : 13% : 20% : \$11,520. : 7/13 : 8/16 : 3 year.
W: \$68,350. : 7% : 13% : 20% : \$455.66 : 7/13 : 8/16 : 3 year.
X: \$47,000. : 7% : 13% : 20% : \$313.33 : 7/13 : 8/16 : 3 year.
Y: \$85,000. : 7% : 13% : 20% : \$566.66 : 7/13 : 8/16 : 3 year.
Z: \$40,000. : 7% : 13% : 20% : \$266.67 : 7/13 : 8/16 : 3 year.

DOWN PAYMENT TOTAL: \$61,500.

MONTHLY INCOME TOTAL: \$29,099.70

ANNUAL INCOME TOTAL: \$349,196.40

TOTAL VALUE PORTFOLIO: \$3,074,320.

CAP RATE: 11.35%.

ANNUAL DEBT SERVICE: \$6,300. (7%: Line of Credit)(\$5M)(Modified)

NET INCOME CASH FLOW: \$342,896.40

EXHIBIT 99.4



PRESS RELEASE

FOR IMMEDIATE RELEASE

July 17, 2013

WORLDWIDE INTERNET TO DIVERSIFY HOLDINGS Intends To Acquire Additional Business Operations

WILLIAMSBURG, VA, JULY 17, 2013 – Worldwide Internet, Inc. (OTC: WNTR) announced today that it intends to diversify its business operations through acquisitions, in addition to its current communications business.

Worldwide Internet, Inc. (OTC: WNTR) announced today that it is acquiring a diversified portfolio of \$20 million in assets. The asset portfolio includes investments in telecommunications, internet security software, renewable energy and real estate.

Frank Kristan, President of Worldwide Internet, Inc, stated that:

“The acquisition of the Ludvik Holdings Inc assets will provide a broader base of operations for the company with significant additional assets. Worldwide intends to continue to diversify the company’s operations through mergers and acquisitions.”

The company intends to create long term shareholder value through the acquisition of assets and operating companies. Worldwide Internet, Inc. is currently trading on the OTC Markets (www.otcmarkets.com) under the trading symbol WNTR.

About Worldwide Internet, Inc.

Worldwide Internet, Inc. (OTC: WNTR) (www.worldwideinternetinc.com) is in the business of developing technology for internet datacenter services and emergency notifications to the public. The company is focused on making investments to diversify its business operations and holdings.

About Ludvik Holdings, Inc

Ludvik Holdings, Inc. (www.ludvikholdings.com) has investments in public and private companies. It provides long-term equity and debt investment capital to fund growth, acquisitions and recapitalizations of small and middle-market companies in a variety of industries primarily located in the U.S. Ludvik Holdings is the lead investor for transactions, as well as a co-investor in companies along with other private equity sponsors.

FORWARD-LOOKING STATEMENTS:

This press release may contain "forward-looking statements" within the meaning of Sections 27A & 21E of the amended Securities and Exchange Acts of 1933-34. Statements other than statements of historical facts included in this press release may constitute forward-looking statements and are not guarantees of future performance or results and involve a number of risks and uncertainties. Actual results may differ materially from those expressed or implied in the forward-looking statements as a result of a number of factors, including those described from time to time in filings with the OTC Markets and. undertakes no duty to update any forward-looking statement made herein. All forward-looking statements speak only as of the date of this press release.

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