



*A Non-dilutive*  
**PRIVATE EQUITY AGREEMENT**



## PRIVATE EQUITY AGREEMENT

### **About this Agreement:**

JBC Corporation, hereafter referred to throughout this Private Equity Agreement as JBC is a company whose Managing Member is Jeron Benson. JBC is seeking to obtain one or more Private Equity Partners, hereafter referred to as PEPs, to allocate to us individual sums no less than \$1,000 each and no more than \$2,500,000 each in this first round of seeding the business to extend and evolve operations. Jeron Benson and other Principals not listed herein have invested their own funds, to this point, working with a seasoned CBDT (core business development team) to build a very unique business model that is outlined in considerable detail within our formal business presentation and informational website. This PEP explains the intentions of JBC and is transparent by design. JBC shall not edit or change this original PEA (private equity agreement) and all adjustments, changes and/or edits shall be completed through the adding of addendum(s) to this document to ensure an easy evolution of this agreement between both Parties.

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### Transparent Disclosure:

JBC intends to utilize this PEA (private equity agreement) along with other financial strategies and tools to raise sufficient capital to expand and evolve our operations into the following categories:

- Performing and Non-performing Asset Acquisitions.
- Foundational Enhancements through Mergers.
- Hard, Soft and Transactional Asset Accumulation.
- Real-estate Purchases, Management and Sales.
- Financial Instrument Acquisitions.
- Direct and In-direct Global Market Investments.
- Venture Finance and Allocations.
- Equity Participation.
- Select Derivative Investments.
- Expansion of Operations on any level.

Our scope of allocation and investment strategies outside of those listed above and throughout this PEA (private equity agreement) are an intimate part of our IP (intellectual property) and will not likely be shared openly, but rather selectively.

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### **JBC's IP (intellectual property):**

Specific details related to our strategies, techniques and tools being used to expand and evolve our business may be titled "Intimate IP" and may not be disclosed to the PEP (private equity partner) to protect the integrity and security of our operations. This is not an intention by JBC to hide any information however our IP (intellectual property) that is deemed by our Principal(s) as "Intimate IP" needs to be protected in order to ensure our capabilities to generate profit. JBC will gladly answer question(s) related to our IP that do not constitute a breach of the confidentiality necessary to protect JBC from competitors who may seek to obtain this information through our PEP's. While certain specifics can be disclosed others that are deemed our "Intimate IP" will not be disclosed and this is a formal disclosure by JBC, upfront to our PEP's (private equity partners) of this fact so that it does not come as a shock at any point in the future if/when JBC chooses not to share information related to our "Intimate IP" upon any request from our PEP. This is a necessary protocol JBC has created to ensure our growth and success.

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### **Private Equity Defined:**

Each PEP (private equity partner) who allocates a minimum of \$1,000 or a maximum of \$2,500,000 shall receive a non-dilutive equity stake of "Ownership" into the company JBC that includes all assets owned by the company, specifically the hard, soft and virtual assets owned and/or controlled by JBC. The % of equity is defined in this document in the appropriate area and shall be negotiated between the authorized Principal(s) of JBC and the PEP.

### **Notice of No Personal Guarantor:**

The PEP fully acknowledges and accepts, without additional condition(s), that there is no personal guarantor for this private equity agreement and that Jeron Benson shall not a personal guarantors for this private equity agreement. Any reference to Jeron Benson throughout this PEA (private equity agreement) does not constitute a personal guarantee by him. This ensures posterity for all Parties as the assumed risk has been deemed acceptable by the PEP based on the potential benefit(s). The assumed reward(s) are provided by JBC to offset any assumed risk(s) or liability(ies).

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### **Liability and Risk factors for each PEP (private equity partner) individually:**

JBC will transparently discuss all known aspects of liability and risk, as this information becomes available, in addendum form to this document. At the creation of this document, JBC assumes that the only liability and/or risk to each PEP individually is the potential loss of their money in the event of our failure. This would only take place in the event that JBC fails to profit from our operations and again only if our assets are not substantial enough to repay each PEP individually with a sale of the business, in whole, or in part. While JBC believes that we have a higher than average probability of success we encourage each PEP to complete their own assessment(s), due-diligence and/or research to determine their individual levels of liability and risk before becoming a Private Equity Partner (PEP). None of our business dealings related to obtaining credit, opening accounts or assuming any type of debt(s) or equity offering(s) will impact the PEPs (I.e. will not) in any way. Additional aspects may be included in addendum form.

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### Agreement:

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the PEP (private equity partner) whose name is \_\_\_\_\_, hereby allocates to JBC the sum of \$ \_\_\_\_\_, for a non-dilutive equity stake into the company equal to \_\_\_\_% ownership that is titled as a “Non-participant” position. As JBC continues generating profitable revenue the pre-tax, post expenditure profit shall be allocated to PEPs first based on their % on an annual basis unless otherwise agreed upon by both Parties as outlined immediately after our seasoning period. JBC will provide each PEP with a copy of our profit and loss statement at the end of each year and shall allocate to each PEP individually the % of their portion of our profit. (Example: \$100,000 in pre-tax, post expenditure profit @ 5% equity position by a PEP will result in a payment to the PEP in the amount of \$5,000). Additional terms and conditions can be added to this private equity agreement in addendum.

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### **The Term “Non-dilutive” as used herein:**

JBC is offering an equity position that is non-dilutive and this means that the % of ownership into the company is not subject to dilution in any form, at this time, at the time of any securities being issued or at any time in the future.

### **Securities:**

This Private Equity Agreement is not an allocation of, or a promise to allocate any form of Securities as defined by the SEC (securities and exchange commission) or any State entity and is not being offered along with a PPM (private placement memorandum) at this time. Transparently JBC will be creating a \_\_\_\_\_ Regulation D PPM for the purpose of raising additional capital through Individual Investors and/or Institutional Investors however this PPM is not the same as each individual PEA (private equity Agreement). This document constitutes a defined private agreement between JBC and the PEP (private equity partner) intimately. Additional terms and conditions can be added to this document in addendum form to further elaborate on the fact that this PEA (private equity agreement) is not a type of Security.



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### **Arbitration:**

In the event that any of our PEPs become upset with JBC to the extent of requesting to disassociate on any level and/or it is the intent of the PEP to disassociate with JBC or any Principal, whereas an agreement cannot be formally reached to conclude our business, our PEPs promise to enter into arbitration for a period of no more than 24 months in order to reach an exist agreement that is acceptable to all Parties. During this arbitration period our PEP agrees not to seek any other form of relief through civil and/or legal litigation against JBC, Jeron Benson or any other Principal of JBC during this period of time. This aspect is non-negotiable in order to protect the integrity of our agreements with others identified as PEPs or otherwise.

### **Confidentiality:**

The PEP identified herein formally agrees to a strict adherence to complete confidentiality with regards to this private equity agreement and therefore promises JBC and all Principals not to share the details of this agreement with any other Party without expressed permission from JBC to do so.

## PRIVATE EQUITY AGREEMENT

### Itemized Schedule Use of Funds:

JBC and any/all authorized Principals shall not be limited in the use of funds received from the PEP identified herein however a formal disclosure of how the funds are used prior to and after allocation may be requested by the PEP at any time. The funds received from the PEPs will be used in accordance to the disclosure(s) listed herein, specifically related to our transparent operational engagements and all of those provided at any time in the future to include, however not be limited to:

- a.) payment(s) to contractors, service providers, vendors, points of service providers,
- b.) payroll and contractor payments for consulting, design, custom orders,
- c.) marketing, promotions, advertising and to create digital, in-print and online materials to include social media, television, radio and print media advertising,
- d.) travel, accommodation, entertainment, food, beverage, vehicle rental, vehicle purchase(s) and/or lease(s) as well as any other form of entertainment expense(s) directly or indirectly related to this specific category,
- e.) the acquisition of any/all types of hard, soft and/or virtual assets determined to be a value to JBC and its operations.

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### Itemized Schedule Use of Funds, continued:

- f.) to pay for services like website hosting, app upgrades, maintenance, security, enhanced design and other additions to our website and mobile app platform,
- g.) to pay fee(s) and/or retainer(s) to individual(s) and companies who provide valued products and/or services,
- h.) to purchase, remodel, market, promote real-estate purchases/sales/flips and
- i.) for any use and/or reason deemed appropriate by JBC and it's authorized Principals without reservation, hesitation or limitation to include allocation(s) not listed herein and not identified to the PEP prior to allocation.

### Access to Records:

JBC will grant our PEPs access to our records, upon the validation of a request, in a timely manner and/or provide answers to any questions posed, within reason, as soon as possible. Our PEPs formally agree to make request(s) based on a "need to know" and not as a random act or as an unreasonable chain of requests. This section can be elaborated upon in addendum.

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### **Right to Acquire, Merge or Sell:**

All PEPs acknowledge and accept, without argument, hesitation, limitation or reservation the absolute authority of JBC to make acquisition(s), engage in a mutually beneficial merger and/or sale of JBC at anytime without notice. JBC will incorporate each PEA (private equity agreement) that is a non-dilutive agreement into any acquisition, merger or sale so that the % of equity ownership is no diluted for each PEP (private equity partner).

### **Right to Exit:**

All PEPs have the right to request an "Exit" from their non-dilutive equity position at anytime after a 24 month seasoning period from the time of the allocation of funds to JBC by the PEP. JBC also reserves the right to "Exit" from this PEA (private equity agreement) with the PEP at anytime after the 24 month seasoning period. An "Exit" shall be negotiated, at the appropriate time, between the PEP and JBC. Additional protocols and/or conditions for a requested Exit by either Party shall be defined in greater detail in addendum.

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### **Clarity on Assumed Liability and Risk for PEP's (private equity partners):**

JBC hereby formally acknowledges that this PEA (private equity agreement) is a request of each individual PEP (private equity partner) to assume “acceptable” levels of liability and risk, specifically related to the potential of the PEP losing his/her money. The aspects of liability and risk assumed by each PEP individually shall be deemed acceptable by each PEP individually based on their own initial due-diligence, investigation(s), calculation(s) and/or research. By entering into this PEA (private equity agreement) the PEP (private equity partner) agrees to assume all aspects of potential liability and risk in any and all form(s) and is doing so for the potential of a profitable return. As of the creation of this PEA, in April 2022, JBC is profitable, has adequate financial resources, including cash on hand, access to credit and trade lines, has assets easy to liquidate into cash, possesses hard, soft and virtual assets that have a real value and JBC is stable financially. Our operations are to be considered in a state of expansion and evolution, JBC is not as a start-up business. Additional information can be provided by JBC in addendum to this PEA.

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### Assignment of Beneficiary by the PEP (private equity partner):

The PEP identified herein hereby identifies their formal “Beneficiary” to be \_\_\_\_\_  
\_\_\_\_\_, who is related to the PEP as a (check one box only)  Relative  
Next of Kin,  Relative,  Friend,  Child under the age of 18 represented by a Parent or  
Guardian or  Other as Described: \_\_\_\_\_, to receive their equity  
position into JBC in the event that the PEP identified herein becomes incapacitated and unable  
to do business for any reason, has a major illness or becomes deceased. This assignment can  
be changed by the PEP at anytime through the addition of an addendum revoking this current  
assignment and instituting a new Beneficiary. The PEP, and the Beneficiary, acknowledge that  
the equity position is assigned as a “non-participant” and therefore does not require any actions  
to be taken, only a formal communication by the Beneficiary to validate the execution of their  
right to claim the non-dilutive equity stake held by the PEP. JBC will require the Beneficiary to  
provide a limited amount of information before formally titling the Beneficiary as the new PEP  
(private equity partner).



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### **Right to Exit:**

The PEP (private equity partner), or the assigned Beneficiary, may execute the “Right to Exit” this PEA (private equity agreement) immediately after the first dividend equity payment being made to the PEP (i.e. after the first 12 months) whereas JBC Corporation shall have a period, not to exceed 12 months, to cash out the PEP.

This “Right to Exit” must be submitted to JBC Corporation in a written letter and an email by the PEP/Beneficiary and can be submitted at anytime prior to or after the first annual dividend equity payment scheduled. This request can be made prior to the first annual payment to the PEP however JBC Corporation has up to 12 months to cash out the PEP/Beneficiary whereas this period starts immediately after the next scheduled dividend equity payment.

The PEP acknowledges that this “Right to Exit” cannot be executed until after the first annual dividend equity payment paid to the PEP by JBC Corporation and furthermore that the notice by the PEP to exercise the “Right to Exit” gives JBC Corporation up to 12 months to fulfill after the request is made with the time beginning after the most recent annual dividend equity payment. Additional terms may be added in addendum form whenever requested by the PEP (private equity partner) to further define this right.



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### Addendums:

Title: \_\_\_\_\_, # of Pages: \_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_.  
Date

Title: \_\_\_\_\_, # of Pages: \_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_.  
Date

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Date

Title: \_\_\_\_\_, # of Pages: \_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_.  
Date

### ***Addendum Types:***

Addendums can be, in brief, or in detail, any type of information that the PEP or JBC deems necessary to evolve this agreement between the Parties identified herein and may include other types of information directly and/or indirectly related to this agreement.