JP Levesque Builders, Inc.

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 Version 2.3

PRO FORMA CAPITAL NOTE AGREEMENT

(Fixed-Term Unsecured Contractual Agreement)

JP Levesque Builders Inc., herewith referred to as JPL Builders, issues pro forma unsecured capital notes to investors and promises to pay each investor according to terms listed in and selected from this contractual agreement. The issue and term of each pro forma capital note begins on the date of bank deposit into a JPL Builders account, contingent on normal check clearing process. Face value pro forma capital notes are issued by JPL Builders to each investor equivalent to the amount and date of deposit. Each investor check shall have a valid pro forma capital note coupon code legibly written in the check memo section, confirming the capital note terms and the version of the Pro Forma Capital Note Agreement in effect. Investor checks are not deposited at the time of receipt. Investor checks are waiting list placeholders until project capitalization is achieved. JPL Builders notifies each investor by email, standard mail, text, or phone forty-eight hours before drawing down construction funds, at which time the investor may cancel the transaction. Otherwise, contingent on actual bank deposit and the normal check clearing process, the term of each unsecured pro forma capital note begins, and principal assets are posted to a construction account. Waiting lists help reduce costs and protect construction projects from undercapitalization for a sustainable advantage.

While on the waiting list, or at the mutually optional process of a mature note direct rollover, a note’s legible coupon code sets the pooled investors unsecured lien-tier status, APR, frequency of compounding, maturity date, contract version, and the option to renew with the same terms. Rollovers are an optional process at the financial discretion of either participant.

Unless otherwise noted by coupon code, pro forma capital note face value plus APR accrued interest is compounded daily until maturity; Pro Forma capital note face value plus accrued interest is paid in full within five business days at maturity. Ninety days prior to maturity, at the investor’s request and the financial discretion of JPL Builders to agree, a capital note plus earned interest may be rolled over with the same terms, bound to other construction projects with the same unsecured managed lien status and interest rate. Or, at that time the investor may select partial rollover and receive payment of the remaining balance and accrued interest.

JPL Builders follows Generally Accepted Accounting Principles (GAAP) of financial accounting and double entry bookkeeping to properly tier unsecured capital note lien category with specific construction projects and positive cash flow. JPL Builders makes every effort to avoid any default as all of the aggregate lien tiered investment reflects the cost of goods sold. Investor funds constantly clear sub-contractor and material debt producing construction equity. Notwithstanding the unlikely event of unforeseen or extreme market conditions or negative cash flow, the investor agrees delays in repayment shall not accrue additional interest beyond maturity. Therefore, at investor request and JPL Builders ability to agree, the bond face value plus unpaid interest is rolled over to a new bond. Or, the investor is paid immediately the available percentage of invested and accrued contribution in the specific construction project, with an outstanding balance rollover at previous terms. Or the investor shall accept deferred payment of any outstanding balance subject to normal time-value of money adjustment. Otherwise, deferred repayment of the outstanding balance is paid in full; Or a proportion is paid of the invested and accrued contribution, plus deferral and equivalent rollover on the day of escrow of the specific construction assets; Or payments from proportioned liquidity and positive cash flow; In lieu of Alternative Dispute Resolution (ADR), mediation or litigation. The company’s obligations to investors and customers are the highest priority. Some jurisdictions require first-tier lien litigation filings within one year of default and second-tier litigation filings within ninety days of default. JPL Builders agrees its affirmations of payment deferral and other such emergency provisions advance the date of default, potentially increasing the legal time limit available concerning litigation.

JPL Builders reserves the right to invoke a capital note call provision that permits, at the sole discretion of JPL Builders, the right to cancel a capital note and repay the investor the notes face value and unpaid accrued interest that has been accrued up to, and inclusive of the cancellation date. The call provision also gives the investor an option to ask for such cancellation due to investor hardship, and JPL Builders may remit early at its sole discretion or ability to pay. Therefore, liquidity is statistically preserved or limited. The pro forma capital note, a fixed-term unsecured contractual agreement, is not a bona fide security and cannot be traded legally or resold to third parties, or by agents. This agreement is contractual and explicitly unsecured; Pursuant to federal wire fraud, internet and interstate commerce law, and electronic record process law.

Rollover options are subject to the ability of JPL Builders to agree based on financial discretion. The draw down sequence from different waiting lists and different coupon codes is factored to optimize financial leverage, then selected by seniority.

The investor understands and agrees that initial lien proceeds in the event of a default, are proportional with all relevant investors assigned to the specified lien-tier, and limited in amount to the capital note face value plus all unpaid accrued interest; Earned only during the notes active term. Lien-tier assignments are nominal and managed through financial accounting.

Lien enforcement is either pooled first-tier lien, pooled se­­cond-tier lien, or contractual enforcement as legalized by state and federal jurisdiction. Some jurisdictions potentially limit litigation filing requirements to within one year for first-tier lien disputes and ninety days for second-tier disputes.

INVESTING, AGREEMENT AND E-SIGNATURE LEGAL PROCESSES

Retain a copy of this document and images of your posted check for legal purpose and transactional evidence pursuant to Public Law 106–229, 106th Congress: Electronic Records and Signatures in Commerce. JPL Builders and Contracting files and issues IRS form 1099-INT to investors for each year that accrued interest payments are actually transacted. This agreement and electronic images of checks posted and transaction certificates are stored in a ten year unerasable double encrypted AWS S3 bucket, with document links provided as requested by the investor.

REPAYMENT OPTIONS: Please Check Only One Box

[ ]  Remit principal and accrued interest at pro forma capital note maturity. CODE: A2

[ ]  Rollover principal and all accrued interest at pro forma capital note maturity. Until notice of intent to quit (rollover subject to availability). CODE: A3

[ ]  Rollover principal and remit accrued interest at pro forma capital note maturity. Until notice of intent to quit (rollover subject to availability). CODE: A4

SELECT A PRO FORMA CAPITAL NOTE (A FIXED-TERM UNSECURED CONTRACTUAL AGREEMENT): Please Check Only One Box

[ ]  6-month unsecured pro forma capital note at 9.6% APR compounded daily, $1,000 minimum per note, unlimited quantity, nominal managed first-tier lien status. CODE: B1

[ ]  1-year unsecured pro forma capital note at 9.6% APR compounded daily, $1,000 minimum per note, unlimited quantity, nominal managed first-tier lien status. CODE: B2

[ ]  5-year unsecured pro forma capital note at 9.6% APR compounded daily, $1,000 min. per note, unlimited quantity, nominal managed first-tier lien status. CODE: B3

[ ]  6-month unsecured pro forma capital note at 12.4% APR compounded daily, $5,000 minimum per note, unlimited quantity, nominal managed first-tier lien status. CODE: B4

[ ]  1-year unsecured pro forma capital note at 12.4% APR compounded daily, $5,000 minimum per note, unlimited quantity, nominal managed first-tier lien status. CODE: B5

[ ]  6-month unsecured pro forma capital note at 12.8% APR compounded daily, $10,000 to $30,000 face value limit per note, unlimited quantity. Nominal managed second-tier lien status. CODE: B6

[ ]  1-year unsecured pro forma capital note at 12.8% APR compounded daily, $10,000 to $30,000 face value limit per note, unlimited quantity. Nominal managed second-tier lien status. CODE: B7

[ ]  5-year unsecured pro forma capital note at 12.8% APR compounded daily, $10,000 to $30,000 face value limit per note, unlimited quantity. Nominal managed second-tier lien status. CODE: B8

[ ]  1-year unsecured pro forma capital note at 14.9% APR compounded daily, $40,000 face value limit per note, unlimited quantity. Contractual enforceability only, no lien status. CODE: B9

CONTACT METHOD: 48 HOURS BEFORE PRINCIPAL DEPOSIT FROM WAITING LIST

[ ]  Contact me by email (address included with payment). CODE: C1

[ ]  Contact me by standard mail at my mailing address (address included with payment). CODE: C2

[ ]  Contact me by text message (cell phone number included with payment) CODE: C3

[ ]  Contact me by phone (phone number included with payment). CODE: C4

WRITE THE CAPITAL NOTE ISSUE CODE (LEGIBLY IN CHECK MEMO SECTION)

Example: A4 B7 C1 VER 2.2

This coupon issue code example, written legibly in the check memo section, issues a 1-year pro forma capital note at 12.8% APR compounded daily. On maturity, all accrued interest is paid within five business days and the note is rolled over at its original face value, interest rate and terms; Subject to the financial discretion of JPL Builders. Otherwise, the investor is paid the pro forma capital note face value and all accrued interest. Investors cancel rollovers or adjust repayment options ninety days before maturity. The contact method, for notification of intent to bank deposit investor principal from a waiting list is email. VER 2.2 references this version of the contractual agreement, which supersedes previous versions pursuant to new investment checks not already on a waiting list.

Forty-eight hours prior to depositing investor checks and drawing funds, JPL Builders notifies each investor by email, standard mail, text, or phone (at which time investors may cancel at their discretion).

AGREEMENT AND E-SIGN PROCESS (CONTRACTUAL ACTIVATION CLAUSE): pursuant to Public Law 106–229, 106th Congress: Electronic Records and Signatures in Commerce:

Read and understand the agreement for legal consideration. Working from the most recent version of this contract, select and legibly write the unsecured pro forma fixed-term capital note coupon code legibly in your check’s memo section. On the reverse side of your check print: For deposit only JP Levesque Builders, Inc. Scan or photograph both sides of the check and upload or email with contact information to Jeff.Levesque@JPLBuilders-Contracting.com (Please note carefully the spelling of this email address).

Retain this document and images of your check for legal purpose and transactional evidence pursuant to Public Law 106–229, 106th Congress: Electronic Records and Signatures in Commerce. JPL Builders, Inc. files and issues IRS form 1099-INT to investors for each year that accrued interest payments are actually transacted. This agreement and electronic images of checks posted and transaction certificates are stored in a ten year unerasable double encrypted AWS S3 bucket, with document links provided as requested by the investor. Registered ledger deposits with coupon codes, contingent on actual deposit in a JPL Builders, Inc. bank account, and the check clearing process, issues a pro forma capital note as previously described in this version of the fixed-term unsecured contractual agreement. These bilateral actions designate legal consideration, bilateral agreement and the contractual activation clauses of the electronic E-sign Process: Public Law 106–229, 106th Congress: Electronic Records and Signatures in Commerce.