Jetblack Corp.

15c2-11 Documentation

July 13, 2016

Jetblack Corp.

INFORMATION STATEMENT

For Broker-Dealer Due Diligence
Pursuant to Rule 15c2-11
under the Securities Exchange Act of 1934

July 13, 2016
(Date of this Information Statement)

Jetblack Corp.
(Exact name of issuer as specified in its charter)

NEVADA	**98-0379431**
(State of other jurisdiction of incorporation or organization)	Federal ID Number
9442 SW Barbur Blvd. Suite 3 Portland, OR	**97219**
(Address of Principal Executive Office)	(Zip Code)

The number of shares outstanding of each of the Registrant's classes of common equity, as of the date of this Information Statement, are as follows:

Common Stock, $0.001 par value	**567,352,000**
(Class of Securities Quoted)	(Number of Shares Outstanding)

47714A105
(CUSIP Number)

Jetblack Corp.

Information and Disclosure Statement

July 14, 2016

All information furnished herein has been prepared from the books and records of Jetblack Corp. in accordance with rule 15c2-11 (a) (5) promulgated under the Securities and Exchange Act of 1934, as amended, and is intended as information to be used by security Broker-Dealers.

No Dealer, salesman or any other person has been authorized to give any information or to make any representations not contained herein in connection with Jetblack Corp. Any representations not contained herein, must not be relied upon as having been made or authorized by Jetblack Corp.

Delivery of this information and disclosure statement does not imply that the information contained herein is correct as of any time subsequent to the date first written above.

CURRENT INFORMATION REGARDING

Jetblack Corp.
A Nevada corporation

The following information is furnished to assist with "due diligence" compliance. The information is furnished pursuant to Rule 15c2-11 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended: The items and attachments generally follow the format set forth in Rule 15c2-11.

1. Exact name of Company and its predecessor (If any)

The exact name of the issuer is Jetblack Corp. (herein sometimes called the "Company" or the "Issuer").

We were incorporated as Tortuga Mexican Imports Inc. on April 17, 2002, in the State of Nevada for the purpose of selling fine Mexican furniture, jewelry, and crafts in Canada through mail order catalogs and our webstore. Effective March 15, 2010, we changed our name to Jetblack Corp., by way of a merger with our wholly owned subsidiary, Jetblack Corp., which was formed solely for the purpose of effectuating the corporate reorganization.

2. Address of its principal executive offices

A. Company Headquarters

9442 SW Barbur Blvd. Suite 3
Portland, OR 97219

Phone: (707) 321-6658
Email: info@professionalcannabis.com
Website: professionalcannabis.com

B. Investor Relations Contact

9442 SW Barbur Blvd. Suite 3
Portland, OR 97219

Phone: (707) 321-6658
Email: info@professionalcannabis.com
Website: professionalcannabis.com

3. Security Information

A. The Company's Amended Articles of Incorporation authorize it to issue up to One Billion Three Hundred Fifty Thousand (1,350,000,000) shares, of which all shares are common stock, with a par value of one-tenth of one cent ($0.001) per share.

Trading Symbol:	JTBK
Exact Title & Class of Securities Outstanding:	Common
CUSIP:	47714A105
Par or Stated Value:	$0.001 per Share
Total Shares Authorized (as of July 14, 2016)	1,350,000,000

Total Shares Outstanding (as of July 14, 2016) 567,352,000

B. Transfer Agent

Empire Stock Transfer, Inc.
1859 Whitney Mesa Dr.
Henderson, NV 89014

The transfer agent is registered under the Exchange Act of 1934.

C. List Any Restrictions on the Transfer of the Securities

None.

D. Describe Any Trading Suspension Orders Issued by the SEC in the Past 12 Months

None.

E. List Any Stock Split, Stock Dividend, Recapitalization, Merger, Acquisition, Spin-Off or Reorganization either Currently Anticipated or that Occurred within the Past 12 Months.

On February 26, 2016 Barton Hollow, LLC, a Nevada limited liability company, and stockholder of the Issuer, filed an Application for Appointment of Custodian pursuant to Section 78.347 of the Act in the District Court for Clark County, Nevada. Barton Hollow was subsequently appointed custodian of the Issuer by Order of the Court on April 5, 2016 (the "Order"). In accordance with the provisions of the Order, Barton Hollow thereafter moved to: (a) reinstate the Issuer with the State of Nevada; (b) provide for the election of interim officers and directors; and (c) call and hold a stockholder meeting.

On June 20, 2016, Barton Hollow, together with the newly-elected director of the Issuer, caused the Issuer to enter into a Letter of Intent to merge with Professional Cannabis, Inc., an Oregon corporation. Pursuant to the Letter of Intent, the parties thereto would endeavor to arrive at, and enter into, a definitive merger agreement providing for the Merger. As an inducement to the stockholder of Professional Cannabis, Inc., Dan Goldin, to enter into the Letter of Intent and thereafter transact, the Issuer caused to be issued to the shareholder 500,000,000 shares of its common stock. Mr. Goldin subsequently provided Barton Hollow, LLC with an irrevocable proxy to vote the 500,000,000 shares terminable upon closing of the Merger Agreement, as hereinafter defined.

Subsequently, on July 6, 2016, the Issuer and Professional Cannabis, Inc. entered into a definitive Agreement and Plan of Merger (the "Merger Agreement"). Concomitant therewith, the stockholders of the Issuer elected Dan Goldin, the President of Professional Cannabis, Inc., Chief Executive Officer President and Director of the Issuer, who, along with Barton Hollow, ratified and approved the Merger Agreement and Merger.

The Issuer anticipates the Merger will close in the 2nd quarter of 2016. The Merger is designed as a reverse subsidiary merger pursuant to Section 368(a)(2)(E) of the Internal

Revenue Code. That is, upon closing, Professional Cannabis, Inc. will merge into a newly-created subsidiary of the Issuer with the members of Professional Cannabis, Inc. receiving 48,000,000 shares of the common stock of the Issuer for each share of Professional Cannabis, Inc., as consideration therefor. Upon closing of the Merger, Jetblack Corp. will be the surviving corporation in its merger with the wholly-owned subsidiary of the Issuer, therefore has become the wholly-owned operating subsidiary of the Issuer.

4. Issuance History.

As of the date of this Information Statement, there are 567,352,000 shares of the Company's common stock issued and outstanding.

During the preceding two (2) years, the Company has issued the following securities:

On June 20, 2016, we issued 500,000,000 shares of our common stock to Dan Goldin, our Chief Executive Officer, President and Director pursuant to the Letter of Intent dated June 20, 2016.

5. Financial Statements

See Exhibits.

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

A. Description of the Issuer's Business Operations

Jetblack Corp. (hereinafter "Jetblack" or the "Company") is a development stage company focused in the Cannabis Industry. We are developing software to connect retail operations with growers, wholesalers and other operators in the industry. The software will also have an innovative consumer-facing aspect that will allow retail stores and growers to interact with their customers in an exciting new way.

With our vast knowledge we will also offer consulting services to retail and grow operations with a focus on business development and marketing.

We will not limit our operations to developing software and our consulting business, but will seek out all opportunities for company growth within the industry.

B. Date and State (or Jurisdiction) of Incorporation

The Company was originally incorporated April 17, 2002, in the State of Nevada, under the name Tortuga Mexican Imports Inc.

C. The Issuer's Primary SIC Code:

Primary: 5112

D. The Issuers Fiscal Year End

December 31st

E. The Issuer's Principal Products or Services, and Their Markets.

The Company's initial product offering will be software specifically developed for and marketed to the cannabis industry. The Company will also offer consulting services to cannabis-related business.

7. Describe the Issuer's Facilities.

We currently lease office space at 9442 SW Barbur Blvd, Suite 3, Portland, Oregon 97219.

8. Officers, Directors and Control Persons.

A. Names of Officers, Directors and Control Persons

The following table sets forth certain information furnished by the following persons, or their representatives, regarding the ownership of the Common Shares of the Company as of the date of this report, by (i) each person known to the Company to be the beneficial owner of more than 5% of the outstanding shares of Common Stock, (ii) each of the Company's executive officers and directors, and (iii) all of the Company's executive officers and directors as a group. Unless otherwise indicated, the named person is deemed to be the sole beneficial owner of the shares.

Name of Beneficial Owner	**Number of Shares**	**Percent**
Dan Goldin (1)	500,000,000	88.1%
Total (1 Officer and Director):	100,000,000	88.1%

(1) Dan Goldin's 500,000,000 shares are subject to an irrevocable proxy issued to Barton Hollow, LLC. The proxy is terminable only upon closing of the Merger Agreement, as defined herein. Adam Tracy is the managing member and sole member of Barton Hollow, LLC

B. Legal/Disciplinary History.

Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

   None other than the following:

   In January of 2012 Dan Goldin, our Chief Executive Officer, was convicted of felony possession of cannabis in Cook County, Illinois

2. 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;

   None.

3. 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

   None.

4. 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.

   None.

C. Beneficial Shareholders.

Provide a list of the name, address and shareholdings or the percentage of shares owned by all persons beneficially owning more than ten percent (10%) of any class of the issuer's equity securities. If any of the beneficial shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

Name	**Address**	**No. of Shares**	**%**
Dan Goldin(1)	9442 SW Barbur Blvd, Suite 3 Portland, Oregon 97219	500,000,000	88.1%

(1) Dan Goldin's 500,000,000 shares are subject to an irrevocable proxy issued to Barton Hollow, LLC. The proxy is terminable only upon closing of the Merger Agreement, as defined herein. Adam Tracy is the managing member and sole member of Barton Hollow, LLC

9. Third Party Providers

A. Legal Counsel

Adam S. Tracy, Esq.
Securities Compliance Group, Ltd.
2100 Manchester Road
Suite 615
Wheaton IL 60187
(888) 978-9901
at@ibankattorneys.com

B. Accountant or Auditor

C. Investor Relations Consultant

Pacifix Financial, LLC
2100 Manchester Road
Suite 615
Wheaton, IL 60187
(888) 611-7716
at@pacifixfinancial.com

D. Other Advisor

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

10. Issuer Certification

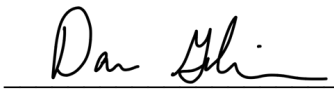
I, Dan Goldin certify that:

1. I have reviewed this Information Statement of Jetblack Corp.;

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.

JETBLACK CORP.



Date: July 14, 2016
Dan Goldin - PRESIDENT AND CHIEF EXECUTIVE OFFICER

EXHIBITS

The following documents are attached hereto as exhibits and are incorporated herein.

ATTACHMENT	DESCRIPTION
A.	Amended Articles of Incorporation
B.	Restated By-Laws of the Corporation
C.	Plan of Merger between Jetblack Corp. and Professional Cannabis, Inc.
D.	Financial Statements for the Years Ending December 31, 2015 and December 31, 2014, Respectively

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
JETBLACK CORP.

ARTICLE I

The name of the corporation shall be Jetblack Corp. (the "Corporation").

ARTICLE II

The period of its duration shall be perpetual.

ARTICLE III

The Corporation is organized purpose of conducting any lawful business for which a corporation may be organized under the laws of the State of Nevada.

ARTICLE IV

The aggregate number of shares that the Corporation will have authority to issue is One Billion Three Hundred Fifty Million (1,350,000,000) shares will be Common Stock, with a par value of $0.001 per share. Shares of any class of common stock may be issued, without shareholder action, from time to time in one or more series as may from time to time be determined by the board of directors. The board of directors of this Corporation is hereby expressly granted authority, without shareholder action, and within the limits set forth in the Nevada Revised Statutes, to:

(i) designate in whole or in part, the powers, preferences, limitations, and relative rights, of any class of shares before the issuance of any shares of that class;

(ii) create one or more series within a class of shares, fix the number of shares of each such series, and designate, in whole or part, the powers, preferences, limitations, and relative rights of the series, all before the issuance of any shares of that series;

(iii) alter or revoke the powers, preferences, limitations, and relative rights granted to or imposed upon any wholly unissued class of shares or any wholly unissued series of any class of shares;

(iv) increase or decrease the number of shares constituting any series, the number of shares of which was originally fixed by the board of directors, either before or after the issuance of shares of the series; provided that, the number may not be decreased below the number of shares of the series then outstanding, or increased above the total number of authorized shares of the applicable class of shares available for designation as a part of the series;

(v) determine the dividend rate on the shares of any class of shares or series of shares, whether dividends will be cumulative, and if so, from which date(s), and the relative rights of priority, if any, of payment of dividends on shares of that class of shares or series of shares;

(vi) determine whether that class of shares or series of shares will have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

(vii) determine whether that class of shares or series of shares will have conversion privileges and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the board of directors determines;

(viii) determine whether or not the shares of that class of shares or series of shares will be redeemable and, if so, the terms and conditions of such redemption, including the date or date upon or after which they are redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(ix) determine whether that class of shares or series of shares will have a sinking fund for the redemption or purchase of shares of that class of shares or series of shares and, if so, the terms and amount of such sinking fund;

(x) determine the rights of the shares of that class of shares or series of shares in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that class of shares or series of shares; and

(xi) determine any other relative rights, preferences and limitations of that class of shares or series of shares.

The allocation between the classes, or among the series of each class, of unlimited voting rights and the right to receive the net assets of the Corporation upon dissolution, shall be as designated by the board of directors. All rights accruing to the outstanding shares of the Corporation not expressly provided for to the contrary herein or in the Corporation's bylaws or in any amendment hereto shall be vested in the common stock. Accordingly, unless and until otherwise designated by the board of directors of the Corporation, and subject to any superior rights as so designated, the Common Stock shall have unlimited voting rights and be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE V

Provisions for the regulation of the internal affairs of the Corporation will be contained in its Bylaws as adopted by the Board of Directors. The number of Directors of the Corporation shall be fixed by its Bylaws.

ARTICLE VI

The Corporation shall indemnify any person against expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, in all circumstances in which, and to the extent that, such indemnification is permitted and provided for by the laws of the State of Nevada then in effect.

ARTICLE VII

To the fullest extent permitted by Chapter 78 of the Nevada Revised Statutes as the same exists or may hereafter be amended, an officer or director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages.

ARTICLE VIII

The Corporation expressly elects not to be governed by or be subject to the provisions of sections 78.378 through 78.3793 of the Nevada Revised Statutes or any similar or successor statutes adopted by any state which may be deemed to apply to the Corporation from time to time.

ARTICLE IX

Pursuant to the Order of the District Court of Clark County, Nevada entered April 5, 2016 in the cause known as In the Matter of Jetblack Corp., cause no. A-16-732516 a copy of which is attached as Annex A hereto, (the "Order") and incorporated by reference herein, the Petitioner in said case, Barton Hollow Limited Liability Co., a Nevada limited liability company, was appointed custodian of the Corporation. As required under the Order, and pursuant to NRS 78.347(4), Barton Hollow Limited Liability Co., states as follows:

A. Neither Barton Hollow Limited Liability Co., nor its affiliates or subsidiaries have been found to have violated, or otherwise been convicted of, any criminal, administrative, civil or Financial Industry Regulatory Authority, or Securities and Exchange Commission, regulation or statute;

B. Barton Hollow Limited Liability Co made various unsuccessful attempts, including January 14, 2016, to contact the last known officers and directors of Jetblack Corp., to demand that the corporation comply with corporate formalities and to continue its business;

C. Barton Hollow Limited Liability Co is now actively pursuing the business Jetblack Corp in an effort to further the interest of its stockholders;

D. Pursuant to the Order, Barton Hollow Limited Liability Co was required to reinstate the corporate charter of Jetblack Corp. and has done so effective as of April 5, 2016

SIGNATURE

The undersigned hereby certifies on behalf of JETBLACK CORP, a corporation duly organized and existing under the laws of the State of Nevada (the "Corporation") that:

1. The undersigned is the President and Secretary, respectively, of the Corporation.

2. The foregoing Amended and Restated Articles of Incorporation have been duly approved by a majority vote of the Board of Directors.

3 The foregoing Amended and Restated Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Nevada Corporations Code.

I further declare under penalty of perjury under the laws of the State of Nevada that the matters set forth in this certificate are true and correct of our own knowledge.

IN WITNESS WHEREOF, the undersigned officers have signed this Amended and Restated Articles of Incorporation this 6TH day of April, 2016

By: Barton Hollow, LLC as Custodian of Jetblack Corp.
Name: Adam S. Tracy
Its; Managing Member
Title: President

By: Barton Hollow, LLC as Custodian of Jetblack Corp
Name: Adam S. Tracy
Its; Managing Member
Title: Secretary

Sworn to before me this 6th day of April, 2016

Notary Public

OFFICIAL SEAL
MEGAN M RUETTIGER
Notary Public - State of Illinois
My Commission Expires Oct 30, 2016

RESTATED BYLAWS OF JETBLACK CORPORATION

A NEVADA CORPORATION

ARTICLE I
OFFICES

Section 1. REGISTERED OFFICE. The registered office of Jetblack Corporation (the "*Corporation*") in the State of Nevada is 401 Ryland St. Suite 200-A Reno, Nevada. The name of its registered agent at such address is Registered Agents Inc. The registered office and/or registered agent of the Corporation may be changed from time to time by action of the Board of Directors of the Corporation (the "*Board of Directors*" or "*Board*," and each member a "*Director*").

Section 2. OTHER OFFICES. The Corporation may also have offices at such other places, both within and without the State of Nevada, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. PLACE AND TIME OF MEETINGS. An annual meeting of the stockholders shall be held each year for the purpose of electing Directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the Board of Directors or as set by the President (as defined below) of the Corporation. If the election of Directors is not held on the date fixed as provided herein and by a resolution for any annual meeting of the stockholders, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as may conveniently be held.

Section 2. SPECIAL MEETINGS. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of Board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Nevada, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by two or more members of the Board of Directors or the President, and shall be called by the President upon the written request of holders of shares entitled to cast not less than 30% of the outstanding shares of any series or class of the Corporation's capital stock.

Section 3. PLACE OF MEETINGS. The Board of Directors may designate any place, either within or without the State of Nevada, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Corporation.

Section 4. NOTICE. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting shall be given to each stockholder entitled to vote at such

meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the Board of Directors, the President or the Secretary (as defined below), and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the Corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting to the transaction of any business at the beginning of the meeting because the meeting is not lawfully called or convened.

Section 5. STOCKHOLDERS LIST. The officer having charge of the stock ledger of the Corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. QUORUM. Except as otherwise provided by applicable law or by the Articles of Incorporation, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 7 of this Article II, until a quorum shall be present or represented.

Section 7. ADJOURNED MEETINGS. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. VOTE REQUIRED. When a quorum is present, the affirmative vote of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provision of an applicable law or of the Articles of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. If applicable, where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class.

Section 9. VOTING RIGHTS. Except as otherwise provided by the General Corporation Law of the State of Nevada or by the Articles of Incorporation of the Corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of

the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. PROXIES. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him, her or it by proxy. Every proxy must be signed by the stockholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 11. ACTION BY WRITTEN CONSENT. Unless otherwise provided in the Articles of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the state of Nevada, or the Corporation's principal place of business, or an officer or agent of the Corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested provided, however, that no consent or consents delivered by certified or registered mail shall be deemed delivered until such consent or consents are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered to the Corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III
DIRECTORS

Section 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2. NUMBER, QUALIFICATION, ELECTION AND TERM OF OFFICE. The number of Directors that constitute the first Board of Directors shall be no less than one and no more than five. Thereafter, the number of Directors shall be established from time to time by

resolution of the Board. A Director shall be a natural person and at least 18 years of age. A Director need not be a resident of Nevada or a stockholder of the Corporation. The Directors shall be elected at each annual meeting of the stockholders, except as provided in Section 4 of this Article III. The Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the annual meeting and entitled to vote in the election of Directors. Each Director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. REMOVAL AND RESIGNATION. Any Director or the entire Board of Directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors. Whenever the holders of any class or series are entitled to elect one or more Directors by the provisions of the Corporation's Articles of Incorporation, the provisions of this section shall apply, in respect to the removal without cause or a Director or Directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any Director may resign at any time upon written notice to the Corporation.

Section 4. VACANCIES. Except as otherwise provided by the Articles of Incorporation of the Corporation or any amendments thereto, vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority vote of the Directors then in office. Each Director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. ANNUAL MEETINGS. The annual meeting of each newly elected Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of stockholders.

Section 6. OTHER MEETINGS AND NOTICE. Regular meetings, other than the annual meeting, of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by resolution of the Board. Special meetings of the Board of Directors may be called by or at the request of the President on at least 24 hours notice to each Director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice, the President must call a special meeting on the written request of at least a majority of the Directors.

Section 7. QUORUM, REQUIRED VOTE AND ADJOURNMENT. A majority of the total number of Directors shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. COMMITTEES. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation, which to the extent provided in such resolution or these Bylaws shall have and may exercise the powers of the Board of Directors in the management and affairs of the Corporation except as otherwise limited by law. The Board of Directors may designate one

or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 9. COMMITTEE RULES. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the Board of Directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 10. COMMUNICATIONS EQUIPMENT. Members of the Board of Directors or any committee thereof may participate in and act at any meeting of the Board or such committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 11. WAIVER OF NOTICE AND PRESUMPTION OF ASSENT. Any member of the Board of Directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting to the transaction of any business at the beginning of the meeting because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the Secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12. ACTION BY WRITTEN CONSENT. Unless otherwise restricted by the Articles of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE IV
OFFICERS

Section 1. NUMBER. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a Chairman, if any is elected, a Chief Executive Officer, if any is elected, a President, a Secretary, a Treasurer, and such other officers and assistant officers as may

be deemed necessary or desirable by the Board of Directors (all as defined below). Any number of offices may be held by the same person. In its discretion, the Board of Directors may choose not to fill any office for any period as it may deem advisable.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as may be conveniently held. The President shall appoint other officers to serve for such terms as he or she deems desirable. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. REMOVAL. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. VACANCIES. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term by the Board of Directors then in office.

Section 5. COMPENSATION. Compensation of all officers shall be fixed by the Board of Directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a Directors of the Corporation.

Section 6. THE CHAIRMAN OF THE BOARD. The "Chairman of the Board," if one shall have been elected, shall be a member of the Board of Directors, an officer of the Corporation, and, if present, shall preside at each meeting of the Board of Directors or shareholders. The Chairman of the Board shall, in the absence or disability of the President, act with all of the powers and be subject to all the restrictions of the President. He shall advise the President, and in the President's absence, other officers of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 7. THE CHIEF EXECUTIVE OFFICER. The "Chief Executive Officer," if any, shall be the chief executive officer of the Corporation. In the absence of the Chairman of the Board or if a Chairman of the Board shall have not been elected, the Chief Executive Officer shall preside at all meetings of the stockholders and Board of Directors at which he or she is present. Subject to the powers of the Board of Directors, the Chief Executive Officer shall have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or as may be provided in these Bylaws.

Section 8. THE PRESIDENT. The "President" shall be the president of the Corporation. In the absence of the Chairman of the Board and the Chief Executive Officer, or if a Chairman of the Board and Chief Executive Officer shall not have been elected, the President shall preside at all

meetings of the stockholders and Board of Directors at which he or she is present. Subject to the powers of the Board of Directors, the President shall have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or as may be provided in these Bylaws.

Section 9. VICE-PRESIDENTS. The "Vice-President," if any, or if there shall be more than one, the "Vice-Presidents" in the order determined by the Board of Directors shall, in the absence or disability of the President, act with all of the powers and be subject to all the restrictions of the President. The Vice-Presidents shall also perform such other duties and have such other powers as the Board of Directors, the President or these Bylaws may, from time to time, prescribe.

Section 10. THE SECRETARY AND ASSISTANT SECRETARIES. The "Secretary" shall attend all meetings of the Board of Directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the President's supervision, the Secretary shall give, or cause to be given, all notices required to be given by these Bylaws or by law; shall have such powers and perform such duties as the Board of Directors, the President or these Bylaws may, from time to time, prescribe; and shall have custody of the corporate seal of the Corporation. The Secretary, or an "Assistant Secretary," shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Assistant Secretary, or if there be more than one, the "Assistant Secretaries" in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the President, or Secretary may, from time to time, prescribe.

Section 11. THE TREASURER AND ASSISTANT TREASURER. The "Treasurer" shall have custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation; shall deposit all monies and other valuable effects in the name and to the credit of the Corporation as may be ordered by the Board of Directors; shall cause the funds of the Corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; shall render to the President and the Board of Directors, at its regular meeting or when the Board of Directors so requires, an account of the Corporation; and shall have such powers and perform such duties as the Board of Directors, the President or these Bylaws may, from time to time, prescribe. If required by the Board of Directors, the Treasurer shall give the Corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Treasurer and for the restoration to the Corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the Treasurer belonging to the Corporation. The "Assistant Treasurer," or if there shall be more than one, the "Assistant Treasurers" in the order determined by the Board of Directors, shall in the absence or disability of the Treasurer, perform the duties and exercise the

powers of the Treasurer. The Assistant Treasurers shall perform such other duties and have such other powers as the Board of Directors, the President or Treasurer may, from time to time, prescribe.

Section 12. OTHER OFFICERS, ASSISTANT OFFICERS AND AGENTS. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors.

Section 13. ABSENCE OR DISABILITY OF OFFICERS. In the case of the absence or disability of any officer of the Corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the Board of Directors may by resolution delegate the powers and duties of such officer to any other officer or to any Director, or to any other person whom it may select.

ARTICLE V
INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1. NATURE OF INDEMNITY. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "*proceeding*"), by reason of the fact that he or a person of whom he is the legal representative, is or was a Director or officer, of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, fiduciary, or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee, fiduciary or agent or in any other capacity while serving as a Director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Nevada, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article V, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of Directors and officers.

Section 2. PROCEDURE FOR INDEMNIFICATION OF DIRECTORS AND OFFICERS. Any indemnification of a Director or officer of the Corporation under Section 1 of this Article V

or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon the written request of the Director or officer. If a determination by the Corporation that the Director or officer is entitled to indemnification pursuant to this Article V, and the Corporation fails to respond within 60 days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by the Director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Nevada for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Nevada, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. NONEXCLUSIVITY OF ARTICLE V. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of stockholders or disinterested Directors or otherwise.

Section 4. INSURANCE. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a Director, officer, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article V.

Section 5. EXPENSES. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 6. EMPLOYEES AND AGENTS. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another Corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 7. CONTRACT RIGHTS. The provisions of this Article V shall be deemed to be a contract right between the Corporation and each Director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Nevada or other applicable law are in effect, and any repeal or modification of this Article V or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. MERGER OR CONSOLIDATION. For purposes of this Article V, references to "*the Corporation*" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Directors, officers, and employees or agents, so that any person who is or was a Director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VI
CERTIFICATES OF STOCK

Section 1. FORM. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the Chairman of the Board, the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the Corporation or its employee or (2) by a registrar, other than the Corporation or its employee, the signature of any such Chairman of the Board, President, Vice-President, Secretary, or Assistant Secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. Shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates for such shares endorsed

by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The Board of Directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the Corporation.

Section 2. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. FIXING A RECORD DATE FOR STOCKHOLDER MEETINGS. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 4. FIXING A RECORD DATE FOR ACTION BY WRITTEN CONSENT. In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Nevada, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt

requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5. FIXING A RECORD DATE FOR OTHER PURPOSES. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6. SUBSCRIPTIONS FOR STOCK. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the Board of Directors. Any call made by the Board of Directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the Corporation may proceed to collect the amount due in the same manner as any debt due the Corporation.

ARTICLE VII
GENERAL PROVISIONS

Section 1. DIVIDENDS. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or any other purpose and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. CHECKS, DRAFTS OR ORDERS. All checks, drafts, or other orders for the payment of money by or to the Corporation and all notes and other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall be determined by resolution of the Board of Directors or a duly authorized committee thereof.

Section 3. CONTRACTS. The Board of Directors may authorize any officer or officers, or any agent or agents, of the Corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4. LOANS. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiary, including any officer or employee who is a Director of the Corporation or its subsidiary, whenever, in the judgment of the Directors, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing contained in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

Section 5. FISCAL YEAR. The fiscal year of the Corporation shall end on December 31 of each year, unless otherwise fixed by resolution of the Board of Directors.

Section 6. CORPORATE SEAL. The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Seal, Nevada". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. VOTING SECURITIES OWNED BY CORPORATION. Voting securities in any other Corporation held by the Corporation shall be voted by the President, unless the Board of Directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. INSPECTION OF BOOKS AND RECORDS. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in the State of Nevada or at its principal place of business.

Section 9. SECTION HEADINGS. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. INCONSISTENT PROVISIONS. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Articles of Incorporation of the Corporation, any agreement entered into among the stockholders of the Corporation, the General Corporation Law of the State of Nevada or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency (but shall otherwise be given full force and effect) and the terms of such Articles of Incorporation, stockholders agreement, the General

Corporation Law of the State of Nevada or applicable law shall govern with respect to, and to the extent of, such inconsistency.

ARTICLE VIII
AMENDMENTS

These Bylaws may be amended, altered, or repealed and new Bylaws adopted at any meeting of the Board of Directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the Bylaws has been conferred upon the Board of Directors shall not divest the stockholders of the same powers.

CERTIFICATE

The undersigned hereby certifies that he is the duly elected, qualified, acting and hereunto authorized Secretary of the Corporation and that the foregoing and annexed Bylaws constitute a true and complete copy of the Bylaws of said Corporation presently in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Certificate.

DATED as of: April 6, 2016

Adam S. Tracy, Secretary

Signed before me this 6th day of April, 2016

Notary Public

OFFICIAL SEAL
MEGAN M RUETTIGER
Notary Public - State of Illinois
My Commission Expires Oct 30, 2016

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), is entered into effective as of July 6, 2016 by and among **JetBlack Corporation,** a Nevada corporation ("JTBK"), **JTBK Acquisition, Inc.,** a Nevada corporation and a wholly-owned subsidiary of JTBK (the "JTBK Subsidiary"), and **Professional Cannabis, Inc,** an entity organized under the laws of the State of Oregon (the "Company"), and the stockholders listed in Exhibit A, who are the holders of at least a majority in interest of the issued and outstanding membership units of the Company (the "Company Stockholders").

WHEREAS, JTBK, through the JTBK Subsidiary, desires to acquire all of the common stock of the Company (the "Company Stock") owned by the Company Stockholders on the terms and conditions set forth in this Agreement;

WHEREAS, the parties intend to effectuate the aforementioned acquisition of Company Stock by merging the JTBK Subsidiary with and into the Company (the "Merger") pursuant to the terms and conditions set forth in this Agreement with the Company being the surviving corporation (the "Surviving Corporation") in the Merger; and

WHEREAS, the Company and the Company Stockholders each deem it advisable and in their best interests to effect the Merger contemplated by this Agreement.

In consideration of the mutual covenants contained herein, JTBK, JTBK Subsidiary, the Company and the Company Stockholders hereby agree as follows:

ARTICLE 1

TERMS OF THE MERGER

1.1 **Merger.** At the Effective Time (as hereinafter defined), upon the terms and subject to the conditions of this Agreement, the JTBK Subsidiary shall merge with and into the Company (the "Merger") in accordance with the Nevada Corporations Code ("Nevada Act"). At the Effective Time, the separate existence of the JTBK Subsidiary shall cease and the Company shall be the surviving corporation in the Merger (the "Surviving Corporation"). The parties shall execute Articles of Merger ("Articles of Merger") and such other documents necessary to comply in all respects with the requirements of the the Nevada Act and with the provisions of this Agreement.

1.2 **Effective Time**. Subject to the terms and conditions of this Agreement, the Merger shall become effective at the time of the filing of the Articles of Merger with the Secretary of State of Nevada in accordance with the applicable provisions of the Nevada Act or at such later time as may be specified in the Articles of Merger. The time when the Merger shall become effective is herein referred to as the "Effective Time," and the date on which the Effective Time occurs is herein referred to as the "Closing Date." The closing of the Merger (the "Closing") and the filing of the Articles of Merger shall occur as soon as practicable after:

1.2.1 Execution of this Agreement;

1.2.2 Satisfactory completion by each party hereto of the due diligence investigation of each such other party to this Agreement;

1.2.3 Satisfaction of all conditions to closing set forth in Article 4, "Conditions Precedent to Obligations of JTBK and JTBK Subsidiary," and Article 5, "Conditions Precedent to the Obligations of the Company and the Company Stockholders"; and

1.2.4 Receipt by JTBK of any required approvals under the Nevada Act, the Nevada Act and any other applicable corporate law and any other required regulatory approvals.

1.3 **Closing**. The Closing Date shall be no later than September 30, 2016. Any further extension of the Closing Date may be made only with the written consent of JTBK, the Company and the Company Stockholders. .

1.4 **Merger Consideration; Conversion of Shares**. The total consideration to be paid to the Company Stockholders in connection with the Merger (the "Total Merger Consideration") shall be issuance of up to 48,000,000 restricted shares on a 48,000 for 1 basis of JTBK Common Stock, par value $0.001 per share (the "JTBK Shares"), to the Company Stockholders on the Closing Date. Subject to the provisions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the Company Stockholders the Company, JTBK or the JTBK Subsidiary, each outstanding membership unit of the Company shall be converted into the right to receive a pro rata amount of JTBK Shares.

1.5 **Exchange of Convertible Securities**. Prior to the Closing, each outstanding option, warrant or other security convertible into or exercisable for Company Stock ("Company Convertible Securities") shall be exchanged for or converted into convertible securities of JTBK ("JTBK Convertible Securities"), which JTBK Convertible Securities shall have substantially the same terms as the Company Convertible Securities.

1.6 **Shareholder's Rights upon Merger**. Upon consummation of the Merger, the Company Stockholders shall cease to have any rights with respect to the certificates which theretofore represented shares of Company Stock (the "Certificates"), and, subject to applicable law and this Agreement, shall only have the right to receive their pro rata share of the Total Merger Consideration, including their pro rata share of the number of JTBK Shares into which the Company Stock has been converted pursuant to this Agreement and the Merger.

1.7 **Surrender and Exchange of Shares; Payment of Merger Consideration**. In connection with the Closing, upon receipt of notice from the Company and JTBK of the Effective Time, the Company Stockholders shall surrender and deliver the Certificates to JTBK duly endorsed in blank. As soon as reasonably practicable following the later to occur of the Effective Time or such surrender and delivery, JTBK will deliver to the Company Stockholders certificates representing their JTBK Shares. Until so surrendered and exchanged, each outstanding Certificate after the Effective Time shall be deemed for all purposes to evidence only the right to receive the Total Merger Consideration set forth herein.

1.8 **Articles of Incorporation.** At and after the Effective Time, the Articles of Incorporation of the Company shall be the Articles of Incorporation of the Surviving Corporation.

1.9 **Bylaws.** At and after the Effective Time, the Bylaws of the Company shall be the Bylaws of the Surviving Corporation (subject to any amendment specified in the Plan of Merger and any subsequent amendment).

1.10 **Name.** At and after the Effective Time, the name of JTBK shall be changed to the name of the Surviving Corporation.

1.11 **Board of Directors**. Effective as of and after the Effective Time, the Board of Directors of JTBK shall consist of persons selected by the Company whom are listed on Exhibit B of the Agreement. The Board of Directors of the Surviving Corporation shall be the current Board of Directors of the Company or such other persons as the Company may select.

1.12 **Other Effects of Merger.** The Merger shall have all further effects as specified in the applicable provisions of the Nevada Act.

1.13 **Split of JTBK Shares**. Immediately prior to the Closing Date, JTBK will split the issued and outstanding JTBK Shares such that the JTBK Shares issued and outstanding immediately prior to the Effective Time shall equal approximately 1.0% of the total amount of issued and outstanding shares immediately after the Effective Time, calculated on a Fully Diluted Basis or 5,000,000 shares, whichever is greater. For the purposes of this Agreement, the term "Fully Diluted Basis" shall include all issued and outstanding shares of capital stock of JTBK and all shares of capital stock issuable upon conversion of all JTBK Convertible Securities, but shall exclude all options to purchase any class of capital stock of JTBK that have not yet vested as of the Closing Date. Immediately prior to the Effective Time there shall be 5,000,000 JTBK Shares issued and outstanding, subject to adjustment as provided above. The calculation of the split of the JTBK Shares and the JTBK Shares to be issued as Total Merger Consideration is set forth in Exhibit C.

1.14 **Additional Actions**. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Company or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Company, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement and the transactions contemplated hereby.

1.15 **Tax-Free Reorganization**. The parties intend that the Merger qualify as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code").

1.16 **Financial Statements and Income Tax Returns**. The parties contemplate that the Surviving Corporation, as a subsidiary of JTBK's consolidated group, will include its financial results in JTBK's consolidated financial statements covering the periods after joining JTBK's consolidated group.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE COMPANY STOCKHOLDERS

Except as disclosed on the schedules to be delivered by the Company and the Company Stockholders to JTBK and the JTBK Subsidiary on the Closing Date (the "Company Disclosure Schedule"), which Company Disclosure Schedule is incorporated into and should be considered an integral part of this Agreement, the Company represents and warrants to JTBK and the JTBK Subsidiary as follows to all Sections, except for Sections 2.1, "Validity of Agreement," 2.3, "Title," and 2.31 "Investment Intent," which Sections are representations and warranties of the Company Stockholders and/or the Company, as the case may be::

2.1 **Validity of Agreement**. This Agreement is valid and binding upon the Company Stockholders and the Company and neither the execution nor delivery of this Agreement by such parties nor the performance by such parties of any of their covenants or obligations hereunder will constitute a material default under any contract, agreement or obligation to which any of them is a party or by which they or any of their respective properties are bound. This Agreement is enforceable severally against the Company and the Company Stockholders in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

2.2 **Organization and Good Standing**. The Company is a corporation duly organized and existing in good standing under the laws of the State of Oregon. The Company has full corporate power and authority to carry on its business as now conducted and to own or lease and operate the properties and assets now owned or leased and operated by it. The Company is duly qualified to transact business in the State of Oregon and in all states and jurisdictions in which the business or ownership of its property makes it necessary so to qualify, except for jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter.

2.3 **Title**. The Company Stockholders have full right and title to the Company Stock to be exchanged free and clear of all liens, encumbrances, restrictions and claims of every kind and such Company Stock constitute all the Company Stock which the Company Stockholders, directly or indirectly, own or have any right to acquire. The Company Stockholders have the legal right, power and authority to enter into this Agreement and will have the right to sell, assign, transfer and convey the Company Stock so owned by them pursuant to this Agreement and deliver to JTBK valid title to the Company Stock pursuant to the provisions of this Agreement, free and clear of all liens, encumbrances, restrictions and claims of every kind. There are no outstanding

options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase or sale of any Company Stock owned by the Company Stockholders.

2.4 **Exclusive Dealing**. The Company Stockholders are not engaged in any discussions or negotiations for the purchase or sale of any Company Stock, except those discussions with JTBK which are embodied in this Agreement.

2.5 **Capitalization**. The Company Stock constitute the only outstanding securities of of the Company of any nature whatsoever, voting and non-voting. The Company Stock are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer, except those imposed by the applicable federal and state securities laws. All Company Stock are certificated, and the Company has not executed and delivered certificates for Company Stock in excess of the number of Company Stock set forth in this Section 2.5. Except as set forth in the Company Disclosure Schedule, there are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of the Company, whether issued, unissued or held in its treasury. There are no treasury units. **Subsidiaries**. The Company has no subsidiaries. The Company does not own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

2.6 **Ownership and Authority**. The execution, delivery and performance of this Agreement by the Company has been duly authorized by the Members of the Company and all other required corporate approvals have been obtained. This Agreement is valid and binding upon the Company, and is enforceable against the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally. The execution, delivery and performance of this Agreement by the Company will not result in the violation or breach of any term or provision of charter instruments applicable to the Company or constitute a material default under any material indenture, mortgage, deed of trust or other contract or agreement to which the Company is a party or by which the Company or any of its properties is bound and will not cause the creation of a lien or encumbrance on any properties owned by or leased to or by the Company.

2.7 **Liabilities and Obligations**. Except to the extent set forth in the Company Financial Statements or disclosed in the Company Disclosure Schedule, the Company has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) secured by a pledge or a lien on any of its assets.

2.8 **Financial Statements.** The financial statements for the Company for the years ending December 31, 2015 (the "Financial Statements") have been prepared from the books and records of the Company by its independent public accountants. The Company Financial Statements (i) are true, complete, and correct, and fairly present the financial condition and assets and liabilities or the results of operations of the Company as of the dates thereof and for the periods indicated in conformity with generally accepted accounting principles consistently applied, and (ii) contain and reflect all necessary adjustments for fair and accurate presentation of the financial

condition as of such dates. There has not been any change between the date of the Company Financial Statements and the date of this Agreement which has had an adverse effect on the financial position or results of operations of the Company. Except as and to the extent reflected or reserved against in such Company Financial Statements, or otherwise expressly disclosed therein, the Company has no liabilities or obligations, contingent or otherwise, of a nature required to be reflected in the Company Financial Statements in accordance with generally accepted accounting principles consistently applied.

2.9 **Absence of Certain Changes**. During the period from the date of this Agreement through and including the Closing Date, the Company has not:

2.9.1 Suffered any adverse change affecting its assets, liabilities, financial condition or business except in the ordinary course of business;

2.9.2 Made any change in the compensation payable or to become payable to any of its employees or agents, or made any bonus payments or compensation arrangements to or with any of its employees or agents, whether direct or indirect, except in the ordinary course of business consistent with past practices;

2.9.3 Paid or declared any dividends, distributions or other payments due or owing to the Selling Members or redeemed or repurchased (or agreed to redeem or repurchase) any of its Membership Units

2.9.4 Issued any stockunits, or granted any stockunit options or warrants to purchase stockunits or issued any securities convertible into common stockmembeship units of the Company, except as set forth on Schedule 2.10.4;

2.9.5 Sold or transferred any of its assets or canceled any indebtedness or claims owing to it, except in the ordinary course of business and consistent with its past practices;

2.9.6 Sold, assigned or transferred any formulas, inventions, patents, patent applications, trademarks, trade names, copyrights, licenses, computer programs or software, know-how or other intangible assets;

2.9.7 Amended or terminated any contract, agreement or license to which it is a party otherwise than in the ordinary course of business or as may be necessary or appropriate for the consummation of the transactions described herein;

2.9.8 Borrowed any money or incurred, directly or indirectly (as a guarantor or otherwise), any indebtedness in excess of $10,000, except in the ordinary course of business and consistent with its past practices;

2.9.9 Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities shown in the Financial Statements or current liabilities incurred since such date in the ordinary course of business, consistent with its past practices;

2.9.10 Mortgaged, pledged or subjected to lien, charge or other encumbrance any of its assets, except in the ordinary course of business and consistent with its past practices; or

2.9.11 Entered into or committed to any other transaction other than in the ordinary course of business, consistent with past practices.

2.10 **Taxes**. The Company has filed all federal, state, local or foreign tax returns, tax reports or forms that the Company is required to do since its inception. Copies of all such tax returns filed since its fiscal year ended December 31, 2015 No taxes are due to any federal, state, local or foreign tax authority. The Company is not obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code. The Company has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. The Company is not a party to any Tax allocation or sharing agreement. The Company (i) has not been a member of an affiliated group filing a consolidated federal income tax return, (ii) is not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) has no liability for the Taxes of any person (other than the Company) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

2.11 **Title to Properties and Assets.** The Company presently owns or leases real property from which it conducts its business and owns or leases certain personal property. The Company has good and marketable title to all real and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business, free and clear of all security interests, liens, encumbrances, mortgages or charges of any nature, except as set forth in Section 2.12 of the Company Disclosure Schedule. Also set forth in Section 2.12 of the Company Disclosure Schedule is a list of property leased by the Company. Any security interests, liens, encumbrances, mortgages or charges not set forth in the Company's Financial Statements or disclosed in the Company Disclosure Schedule shall be discharged in full on or before the Closing Date and evidenced by UCC Releases delivered by the Company on the Closing Date. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

2.12 **Accounts Receivable/Payable.** Except as set forth in Section 2.13 of the Company Disclosure Schedule, since June 30, 2015 the Company has no accounts receivable, unbilled invoices and other debts. There have been no material adverse changes since June 30, 2015 in any accounts receivable or other debts due the Company or the allowances with respect thereto or accounts payable of the Company from that reflected in the Financial Statements.

2.13 **Material Documents.** Set forth in Section 2.14 of the Company Disclosure Schedule is a complete list of all material documents to which the Company is a party. All such documents listed in Section 2.14 of the Company Disclosure Schedule are valid and enforceable and copies of such material documents (or, with the consent of JTBK, forms thereof) as have been

requested by JTBK have been provided to JTBK. Except as disclosed in Section 2.14 of the Company Disclosure Schedule, neither the Company nor any of the other parties thereto, is or will be, merely with the passage of time, in default under any such material document nor is there any requirement for any of such material documents to be novated or to have the consent of the other contracting party in order for such material documents to be valid, effective and enforceable by the Company after the Closing Date as it was immediately prior thereto.

2.14 **Intellectual Properties.** Except as set forth in Section 2.15 of the Company Disclosure Schedule, the Company has no interest in and owns no domestic and foreign letters patent, patents, patent applications, patent licenses, software licenses and know-how licenses, trade names, trademarks, copyrights, unpatented inventions, service mark registrations and applications and copyright registrations and applications owned or used by the Company in the operation of its business (collectively, the "Intellectual Property"). No Intellectual Property, other than as set forth on Section 2.15 of the Company Disclosure Schedule, is required or used in the operation of the business of the Company. There are no pending or, to the knowledge of the Company and the Company Stockholders, threatened claims of infringement upon the rights to the Intellectual Property or any intellectual property rights of others.

2.15 **No Default**. Neither the Company nor the Company Stockholders are in material default under any provision of any contract, commitment, or agreement respecting the Company or its assets to which the Company or the Company Stockholders is or are parties or by which they are bound.

2.16 **Litigation.** There are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against the Company which relate to and could have a material adverse effect on the properties, business, assets or financial condition of the Company or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of the Company Stockholders or the Company to perform their respective obligations under this Agreement or to carry out the transactions contemplated by this Agreement or otherwise affecting the Shares.

2.17 **Finders**. Neither the Company nor the Company Stockholders owe any fees or commissions, or other compensation or payments to any broker, finder, financial consultant, or similar person claiming to have been employed or retained by or on behalf of the Company or the Company Stockholders in connection with this Agreement or the transactions contemplated hereby.

2.18 **Employees**. Section 2.19 of the Company Disclosure Schedule sets forth the name and current monthly salary and any accrued benefit for each employee of the Company. Except as set forth in Section 2.19 of the Company Disclosure Schedule, the Company has no written employment agreements with any of its employees and it does not currently use the services of nor has it at any time engaged any independent contractor.

2.19 **Absence of Pension Liability**. The Company has no liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of

any of its existing or former employees. The consummation of the transactions contemplated by this Agreement will not entitle any employee of the Company to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. Except as described in Section 2.20 of the Company Disclosure Schedule, the Company does not presently have nor has it ever had any employee benefit plans and has no announced plan or legally binding commitment to create any employee benefit plans.

2.20 **Compliance With Laws.** The Company has conducted and is continuing to conduct its business in compliance with, and is in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on the Company or its results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; or (v) trade and antitrust regulations. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause a lien on any property used, owned or leased by the Company to be created thereunder. To the knowledge of the Company, there are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 2.21 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

2.21 **Filings**. The Company has made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

2.22 **Certain Activities.** The Company has not, directly or indirectly, engaged in or been a party to any of the following activities:

2.22.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

2.22.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

2.22.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

2.22.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally misrecorded on or improperly omitted from the corporate books of account;

2.22.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

2.22.6 Paying or reimbursing (including gifts) personnel of the Company for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subparagraphs 2.23.1 through 2.23.5 above;

2.22.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

2.22.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

2.23 **Employment Relations**. The Company is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against the Company is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving the Company; no labor representation question exists respecting the employees of the Company; no grievance which might have an adverse effect upon the Company or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by the Company; and the Company has not experienced any material labor difficulty during the last three (3) years.

2.24 **Insurance Coverage.** The Company has heretofore delivered copies of the policies of fire, liability, workers' compensation or other forms of insurance of the Company. The Company has complied with the terms and provisions of such policies including, without limitation, all riders and amendments thereto. The Company has met required collateral and premium for coverages in force. In the reasonable judgment of the Company and the Company

Stockholders, such insurance is adequate and the Company will keep all current insurance policies in effect through the Closing.

2.25 **Articles of Incorporation and Bylaws.** The Company has heretofore delivered to JTBK true, accurate and complete copies of the Articles of Incorporation and Bylaws of the Company, together with all amendments to each of the same as of the date hereof.

2.26 **Corporate Minutes**. The minute books of the Company provided to JTBK at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including written consents executed in lieu of meetings of its shareholders, Board of Directors and committees thereof through the Closing Date. The stock records of the Company delivered to JTBK at the Closing are the correct and only such stock records and accurately reflects all issues and transfers of record of the capital stock of the Company. The Company does not have any of its records or information recorded, stored, maintained or held off the premises of the Company.

2.27 **Default on Indebtedness.** The Company is not in default under any evidence of indebtedness for borrowed money.

2.28 **Indebtedness.** Neither the Company Stockholders nor any corporation or entity with which they are affiliated are indebted to the Company, and the Company has no indebtedness or liability to any Shareholder or any corporation or entity with which they are affiliated.

2.29 **Governmental Approvals.** Except as set forth in Section 2.30 of the Company Disclosure Schedule, no consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by the Company Stockholders or the Company.

2.30 **Investment Intent.** The Company Stockholders are taking the JTBK Shares for their own account and for investment, with no present intention of dividing their interest with others or of reselling or otherwise disposing of all or any portion of the JTBK Shares other than pursuant to available exemptions under applicable securities laws. The Company Stockholders do not intend to sell the JTBK Shares, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or non-occurrence of any predetermined event or circumstance. The Company Stockholders have no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for, or which is likely to compel, a disposition of the JTBK Shares. The Company Stockholders are not aware of any circumstances presently in existence which are likely in the future to prompt a disposition of the JTBK Shares. The Company Stockholders possess the experience in business in which JTBK is involved necessary to make an informed decision to acquire the JTBK Shares and the Company Stockholders have the financial means to bear the economic risk of the investment in the JTBK Shares as of the Closing Date. The Company Stockholders have been represented by legal counsel and have consulted with financial advisors to the extent they deemed necessary. The Company Stockholders have received and read the Disclosure Statement of JTBK including its financial statements, SEC Reports, as defined in Section 3.6, "Securities Filings; Financial Statements," and

any additional information they have requested. The Company Stockholders have had the opportunity to ask questions of the directors and officers of JTBK concerning JTBK.

2.31 **Licenses, Permits and Required Consents.** The Company has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits ("Authorizations") necessary to the conduct of its business as currently conducted or proposed to be conducted. A list of such Authorizations is set forth in Section 2.32 of the Company Disclosure Schedule attached hereto, true, correct and complete copies of which have previously been delivered to JTBK. All Authorizations relating to the business of the Company are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such Authorizations and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

2.32 **Completeness of Representations and Schedules**. The Disclosure Schedule and Exhibits hereto completely and correctly present in all material respects the information required by this Agreement. This Agreement, any Schedules and Exhibits to be delivered under this Agreement and the representations and warranties of this Article 2 and the documents and written information pertaining to the Company and the Company Stockholders furnished to JTBK and the JTBK Subsidiary or their respective agents by or on behalf of, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make this Agreement, or such certificates, schedules, documents or written information, not misleading.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF JTBK, THE JTBK SUBSIDIARY AND THE PRINCIPAL JTBK SHAREHOLDERS

Except as disclosed in the schedules to be delivered by JTBK and the JTBK Subsidiary on the Closing Date (the "JTBK Disclosure Schedule"), which JTBK Disclosure Schedule is incorporated into and should be considered an integral part of this Agreement, JTBK and the JTBK Subsidiary represent and warrant to the Company and the Members as follows to all Sections except for Section 3.29, "Transferability of JTBK Shares," which Section contains representations and warranties of the JTBK Principal Shareholders:

3.1 **Organization and Good Standing.**

3.1.1 JTBK is a corporation duly organized and existing in good standing under the laws of the State of Nevada. JTBK has full corporate power and authority to carry on its business as now conducted. JTBK is duly qualified to transact business in the State of Nevada and in all states and jurisdictions in which the business or ownership of the JTBK Subsidiary's properties or assets makes it necessary so to qualify (other than in jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter).

3.1.2 The JTBK Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nevada. The JTBK Subsidiary has full corporate power and authority to carry on its business as now conducted. JTBK Subsidiary is duly qualified to transact business in the State of Nevada and in all states and jurisdictions in which the business or ownership of the JTBK Subsidiary's properties or assets makes it necessary so to qualify (other than in jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter).

3.2 **Finders.** No agent, broker, person or firm acting on behalf of JTBK or the JTBK Subsidiary is, or will be, entitled to any commission or broker's or finder's fees from any of the parties to this Agreement, or from any person controlling, controlled by or under common control with any of the parties to this Agreement, in connection with any of the transactions contemplated in this Agreement.

3.3 **Authority and Consent**. The execution, delivery and performance of this Agreement by JTBK and the JTBK Subsidiary have been duly authorized by their respective Board of Directors. This Agreement is valid and binding upon JTBK and the JTBK Subsidiary, subject to shareholder approval, and is enforceable against JTBK and the JTBK Subsidiary in accordance with its terms, subject to bankruptcy, reorganization, insoJTBKcy, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally. JTBK and the JTBK Subsidiary have read and understand this Agreement, have consulted legal and accounting representatives to the extent deemed necessary and have the capacity to enter into this Agreement and to carry out the transactions contemplated hereby without the consent of any third party, except shareholder approval.

3.4 **Validity of Agreement**. Neither the execution nor the delivery of this Agreement by JTBK and the JTBK Subsidiary, nor the performance by JTBK and the JTBK Subsidiary of any of the covenants or obligations to be performed by JTBK and the JTBK Subsidiary hereunder, will result in any violation of any order, decree or judgment of any court or other governmental body, or statute or law applicable to JTBK and the JTBK Subsidiary, or in any breach of any terms or provisions of the Articles of Incorporation or the Bylaws of JTBK or the JTBK Subsidiary, respectively, or constitute a default under any indenture, mortgage, deed of trust or other contract to which JTBK and the JTBK Subsidiary is a party or by which JTBK and the JTBK Subsidiary is bound.

3.5 **Government Approvals**. No consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by JTBK and the JTBK Subsidiary.

3.6 **Securities Filings; Financial Statements**. JTBK has made available to the Company and the Members a Disclosure Statement and true and complete copies of all reports, statements and registration statements and amendments thereto filed by JTBK with the Securities and Exchange Commission since June 30, 2015(the "SEC Reports"). As of their respective dates, or as of the date of the last amendment thereof, if amended after filing, none of the SEC Reports

(including all schedules thereto and disclosure documents incorporated by reference therein), contains any untrue statement of a material fact or omitted a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the SEC Reports as of the time of filing or as of the date of the last amendment thereof, if amended after filing, complied in all material respects with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Securities Act of 1933, as amended (the "Securities Act"), as applicable. The consolidated financial statements of JTBK included in the SEC Reports fairly present in conformity in all material respects with GAAP applied on a consistent basis the consolidated financial position of JTBK as of the dates thereof and their consolidated results of operations and changes in financial position for the periods then ended.

3.7 **Capitalization**.

3.7.1 The authorized capital stock of JTBK consists of 1,350,000,000 shares of Common Stock, $0.001 par value per share, 67,352,000 shares of which are issued and outstanding and 67,352 shares of which will be outstanding after the JTBK Stock Split ("Outstanding JTBK Shares"), subject to adjustment as provided in Section 1.13, "Split of JTBK Shares,". The Outstanding JTBK Shares constitute the only outstanding shares of the capital stock of JTBK of any nature whatsoever, voting and non-voting. The Outstanding JTBK Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. All Outstanding JTBK Shares are certificated, and the Company has executed and delivered no certificates for shares in excess of the number of Outstanding JTBK Shares set forth in this Section 2.5. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of JTBK, whether issued, unissued or held in its treasury. There are no treasury shares.

3.7.2 The authorized capital stock of the JTBK Subsidiary consists of 1,000 shares of Common Stock, $0.0001 par value per share, 1,000 of which are issued and outstanding ("Outstanding JTBK Subsidiary Shares"). The Outstanding JTBK Subsidiary Shares constitute the only outstanding shares of the capital stock of the JTBK Subsidiary of any nature whatsoever, voting and non-voting. The Outstanding JTBK Subsidiary Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. The Company has executed and delivered no certificates for shares in excess of the number of Outstanding JTBK Subsidiary Shares set forth in this Section 3.7.2. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of the JTBK Subsidiary, whether issued, unissued or held in its treasury. There are no treasury shares.

3.8 **Subsidiaries**. Except for the JTBK Subsidiary, neither JTBK nor the JTBK Subsidiary has any subsidiaries. Neither JTBK nor the JTBK Subsidiary own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

3.9 **Absence of Certain Changes.** During the period from the date of this Agreement through and including the Closing Date, neither JTBK nor the JTBK Subsidiary has:

3.9.1 Suffered any adverse change affecting its assets, liabilities, financial condition or business except in the ordinary course of business;

3.9.2 Made any change in the compensation payable or to become payable to any of its employees or agents, or made any bonus payments or compensation arrangements to or with any of its employees or agents, whether direct or indirect, except in the ordinary course of business consistent with past practices;

3.9.3 Paid or declared any dividends, distributions or other payments due or owing to the Selling Shareholders or redeemed or repurchased (or agreed to redeem or repurchase) any of its capital stock;

3.9.4 Issued any stock, or granted any stock options or warrants to purchase stock or issued any securities convertible into common stock of JTBK or the JTBK Subsidiary, except as set forth in Schedule 3.9.4;

3.9.5 Sold or transferred any of its assets or canceled any indebtedness or claims owing to it, except in the ordinary course of business and consistent with its past practices;

3.9.6 Sold, assigned or transferred any formulas, inventions, patents, patent applications, trademarks, trade names, copyrights, licenses, computer programs or software, know-how or other intangible assets;

3.9.7 Amended or terminated any contract, agreement or license to which it is a party otherwise than in the ordinary course of business or as may be necessary or appropriate for the consummation of the transactions described herein;

3.9.8 Borrowed any money or incurred, directly or indirectly (as a guarantor or otherwise), any indebtedness in excess of $5,000, except in the ordinary course of business and consistent with its past practices;

3.9.9 Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities shown in the Financial Statements or current liabilities incurred since such date in the ordinary course of business, consistent with its past practices;

3.9.10 Mortgaged, pledged or subjected to lien, charge or other encumbrance any of its assets, except in the ordinary course of business and consistent with its past practices; or

3.9.11 Entered into or committed to any other transaction other than in the ordinary course of business, consistent with past practices.

3.10 **Taxes**. JTBK has filed all federal, state, local or foreign tax returns, tax reports or forms that it is required to file since its inception. Copies of all such tax returns filed since its

inception will be provided to the Company upon request. No taxes are due to any federal, state, local or foreign tax authority. JTBK is not obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code. JTBK has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. JTBK is not a party to any Tax allocation or sharing agreement. JTBK (i) has not been a member of an affiliated group filing a consolidated federal income tax return, (ii) is not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) has no liability for the Taxes of any person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

3.11 **Title to Properties and Assets**. JTBK presently owns or leases real property from which it conducts its business and owns or leases certain personal property. JTBK has good and marketable title to all real and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business, free and clear of all security interests, liens, encumbrances, mortgages or charges of any nature. Set forth in Section 3.11 of the JTBK Disclosure Schedule is a list of property leased by JTBK. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

3.12 **Material Documents**. Set forth in Section 3.12 of the JTBK Disclosure Schedule is a complete list of all material documents to which JTBK or the JTBK Subsidiary is a party. All such documents listed in Section 3.12 of the JTBK Disclosure Schedule are valid and enforceable and copies of such material documents (or, with the consent of the Company, forms thereof) have been provided to the Company. Except as disclosed in Section 3.12 of the JTBK Disclosure Schedule, neither JTBK, the JTBK Subsidiary nor any of the other parties thereto, is or will be, merely with the passage of time, in default under any such material document nor is there any requirement for any of such material documents to be novated or to have the consent of the other contracting party in order for such material documents to be valid, effective and enforceable by JTBK or the JTBK Subsidiary, as the case may be, after the Closing Date as it was immediately prior thereto.

3.13 **Intellectual Properties**. Except as set forth in Section 3.13 of the JTBK Disclosure Schedule, neither JTBK nor the JTBK Subsidiary has no interest in and owns no domestic and foreign letters patent, patents, patent applications, patent licenses, software licenses and know-how licenses, trade names, trademarks, copyrights, unpatented inventions, service mark registrations and applications and copyright registrations and applications owned or used by JTBK or the JTBK Subsidiary in the operation of its business (collectively, the "Intellectual Property"). No JTBK Intellectual Property is required or used in the operation of the business of JTBK or the JTBK Subsidiary. There are no pending or threatened claims of infringement upon the JTBK Intellectual Property or upon the rights to any intellectual property of others.

3.14 **No Default**. Neither JTBK nor the JTBK Subsidiary is in default under any provision of any contract, commitment, or agreement respecting JTBK, the JTBK Subsidiary or any of their respective assets to which JTBK or the JTBK Subsidiary is or are parties or by which they are bound.

3.15 **Litigation**. There are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against JTBK or the JTBK Subsidiary which relate to and could have a material adverse effect on the properties, business, assets or financial condition of JTBK or the JTBK Subsidiary or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of JTBK or the JTBK Subsidiary to perform their respective obligations under this Agreement or to carry out the transactions contemplated by this Agreement.

3.16 **Absence of Pension Liability**. Neither JTBK nor the JTBK Subsidiary has any liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of any of its existing or former employees. The consummation of the transactions contemplated by this Agreement will not entitle any employee of JTBK or the JTBK Subsidiary to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. Neither JTBK nor the JTBK Subsidiary have presently nor have they ever had any employee benefit plans and have no announced plan or legally binding commitment to create any employee benefit plans.

3.17 **Compliance with Laws**. JTBK and the JTBK Subsidiary have conducted and are continuing to conduct their respective businesses in compliance with, and are in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on either JTBK, the JTBK Subsidiary or their respective results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; or (v) trade and antitrust regulations. The execution, delivery and performance of this Agreement by JTBK and the JTBK Subsidiary and the consummation by JTBK and the JTBK Subsidiary of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause a lien on any property used, owned or leased by JTBK or the JTBK Subsidiary to be created thereunder. There are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 3.17 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

3.18 **Filings**. JTBK and the JTBK Subsidiary have made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

3.19 **Certain Activities**. Neither JTBK nor the JTBK Subsidiary has, directly or indirectly, engaged in or been a party to any of the following activities:

3.19.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

3.19.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

3.19.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

3.19.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally misrecorded on or improperly omitted from the corporate books of account;

3.19.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

3.19.6 Paying or reimbursing (including gifts) personnel of JTBK or the JTBK Subsidiary for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subparagraphs 2.23.1 through 2.23.5 above;

3.19.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

3.19.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

3.20 **Employment Relations**. JTBK and the JTBK Subsidiary are in compliance with all Federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against either JTBK or the JTBK Subsidiary is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving either JTBK or the JTBK Subsidiary; no labor representation question exists respecting the employees of either JTBK or the JTBK Subsidiary; no grievance which might have an adverse effect upon either JTBK or the JTBK Subsidiary or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by either JTBK or the JTBK Subsidiary; and either JTBK or the JTBK Subsidiary has not experienced any material labor difficulty during the last three (3) years.

3.21 **Insurance Coverage**. The policies of fire, liability, workers' compensation or other forms of insurance of JTBK and the JTBK Subsidiary are described in Section 3.23 of the JTBK Disclosure Schedule. Both JTBK and the JTBK Subsidiary have complied with the terms and provisions of such policies including, without limitation, all riders and amendments thereto. JTBK and the JTBK Subsidiary have met required collateral and premium for coverages in force. In the reasonable judgment of JTBK and the JTBK Subsidiary, such insurance is adequate and JTBK will keep all current insurance policies in effect through the Closing.

3.22 **Articles of Incorporation and Bylaws**. Each of JTBK and the JTBK Subsidiary has heretofore delivered to the Company true, accurate and complete copies of their respective Articles of Incorporation and Bylaws, together with all amendments to each of the same as of the date hereof.

3.23 **Corporate Minutes**. The minute books of each of JTBK and the JTBK Subsidiary provided to the Company at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including written consents executed in lieu of meetings of their respective shareholders, Board of Directors and committees thereof through the Closing Date. The stock records of each of JTBK and the JTBK Subsidiary delivered to the Company and the Members at the Closing are the correct and only such stock records and accurately reflects all issues and transfers of record of the capital stock of each of JTBK and the JTBK Subsidiary. Neither JTBK nor the JTBK Subsidiary has any of its records or information recorded, stored, maintained or held off the premises of JTBK.

3.24 **Default on Indebtedness**. Neither JTBK nor the JTBK Subsidiary is in default under any evidence of indebtedness for borrowed money.

3.25 **Agreements, Judgment and Decrees**. Neither JTBK nor the JTBK Subsidiary is subject to any agreement, judgment or decree adversely affecting its or their ability to enter into this Agreement, to consummate the transactions contemplated herein.

3.26 **Governmental Approvals**. Except as set forth in Section 3.26 of the JTBK Disclosure Schedule, no consent, approval or authorization of, or notification to or registration

with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by JTBK or the JTBK Subsidiary.

3.27 **Licenses, Permits and Required Consents**. Each of JTBK and the JTBK Subsidiary has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits ("Authorizations") necessary to the conduct of its business as currently conducted or proposed to be conducted. A list of such Authorizations is set forth in Section 3.27 of the JTBK Disclosure Schedule attached hereto, true, correct and complete copies of which have previously been delivered to the Company. All Authorizations relating to the business of JTBK or the JTBK Subsidiary are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such Authorizations and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

3.28 **Employment and Consulting Agreements.** Neither JTBK nor the JTBK Subsidiary has any outstanding employment or consulting agreement, written or oral, with any employee or third party.

3.29 **Transferability of JTBK Shares.** The JTBK Shares are qualified for trading on Nasdaq's OTC Bulletin Board under the symbol JTBK. There are at least two market makers for the JTBK Share and will be at least two market makers after the Merger. The JTBK Shares owned by non-Affiliates were registered with the SEC under an S-1 Registration Statement and are freely tradable on the OTC Bulletin Board and transferable without further action by JTBK. The JTBK Shares owned by non-Affiliates will continue to be tradable on the OTC Bulletin Board and transferable by non-Affiliates after the Merger, provided that JTBK timely files a report on Form 8-K containing information about the Merger and the Company as required by applicable SEC regulations. The term "Affiliate" in this Agreement shall have the meaning as defined in Rule 415 under the Securities Act of 1933, as amended. The foregoing representations and warranties do not apply if non-Affiliates who hold JTBK Shares have pledged, hypothecated or otherwise restricted the transferability of their JTBK Shares.

3.30 **Completeness of Representations and Schedules**. The Disclosure Schedule and Exhibits hereto completely and correctly present in all material respects the information required by this Agreement. This Agreement, any Schedules and Exhibits to be delivered under this Agreement and the representations and warranties of this Article 3, and the documents and written information pertaining to JTBK and the JTBK Subsidiary furnished to the Company or its agents and the Members by or on behalf of JTBK, the JTBK Subsidiary and the JTBK Principal Shareholders , do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make this Agreement, or such certificates, schedules, documents or written information, not misleading.

ARTICLE 4

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF JTBK AND THE JTBK SUBSIDIARY

The obligations of JTBK and the JTBK Subsidiary pursuant to this Agreement are, at the option of JTBK and the JTBK Subsidiary, subject to the fulfillment to JTBK's and the JTBK Subsidiary's satisfaction on or before the Closing Date of each of the following conditions:

4.1 **Execution of this Agreement**. The Company and the Members have duly executed and delivered this Agreement to JTBK, and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

4.2 **Representations and Warranties Accurate**. All representations and warranties of the Shareholder and the Company contained in this Agreement shall have been true in all material respects as of the Closing Date.

4.3 **Performance of the Company and Members**. The Company and the Members shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed or complied with by them.

4.4 **Tender of Company Stock**. The Members shall deliver to JTBK all Company Stock and all options, warrants or other rights to acquire Company Stock owned by such Members free and clear of any liens, encumbrances and other obligations.

4.5 **Intellectual Property**. All trademarks, trade names, service marks, licenses or other rights that the Company uses in connection with its business shall be free and clear of any encumbrances, controversies, infringement or other claims or obligations on the Closing Date.

4.6 **Consent of Material Customers**. Prior to Closing, the Company shall have obtained all approvals in connection with the transfer of the Company Stock by the Members to JTBK as may be required by any material contracts between the Company and any of its principal customers, and such approvals shall have been issued in written form and substance satisfactory to JTBK and its counsel or JTBK shall have waived such requirements.

4.7 **Obligations to Third Parties**. There shall be no loans or obligations outstanding from the Company to any third party, except those incurred in the ordinary course of business or as otherwise disclosed to JTBK.

4.8 **Outstanding Obligations to Employees**. There shall be no outstanding claims, loans or obligations of the Company owed to any of their employees or officers, provided that JTBK shall give notice to the Members and the Company of its approval or withholding of approval of any claims, loans or obligations then known to JTBK on or before the Closing Date.

4.9 **Approval of Plan of Merger**. The Merger and the Articles of Merger shall have been duly approved by the the Members pursuant to the Nevada Act.

4.10 **Financial and Other Conditions**. The Company shall have no contingent or other liabilities connected with its business, except as disclosed in the Financial Statements or which otherwise have been incurred in the ordinary course of business and have otherwise been disclosed to JTBK. The review of the business, premises and operations of the Company and the Financial Statements by JTBK at its expense shall be satisfactory to JTBK and shall not have revealed any matter which, in the sole judgment of JTBK, makes the acquisition on the terms herein set forth inadvisable for JTBK.

4.11 **Legal Prohibition; Regulatory Consents**. On the Closing Date, there shall exist no injunction or final judgment, law or regulation prohibiting the consummation of the transactions contemplated by this Agreement. Any required governmental or regulatory consents shall have been obtained.

4.12 **All Contracts Continued**. Except as set forth in Schedule 4.13, all lines of credit, debts, financing arrangements, leases and other contracts of the Company shall be acceptable to JTBK and shall continue under their present terms and conditions after the Closing Date and all approvals relating to the transfer of Company Stock by the Members in the Merger, and to effect the transactions contemplated hereby, required by the foregoing instruments and arrangements shall have been obtained by the Closing Date. JTBK shall have received estoppel letters in form and substance reasonably acceptable to it from other parties to any Contracts, if and as requested by JTBK.

4.13 **Preferred Stock**. The Company shall have no shares of Preferred Stock outstanding.

4.14 **No Adverse Change**. There shall not have occurred any material adverse change in the assets, business, condition or prospects of the Company.

ARTICLE 5

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY AND THE COMPANY STOCKHOLDERS

The obligations of the Company and the Company Stockholders under this Agreement are, at the option of the Company or the Company Stockholders, subject to the fulfillment to the satisfaction of the Company and the Company Stockholders on or before the Closing Date of each of the following conditions:

5.1 **Execution and Approval of Agreement**. JTBK and the JTBK Subsidiary shall have duly executed and delivered this Agreement to the Company and the Company Stockholders and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

5.2 **JTBK Shares**. The JTBK Shares received by the Company Stockholders shall be free and clear of any liens, encumbrances or other obligations, except as may be imposed pursuant to the Securities Act.

5.3 **Employment or Consulting Agreements**. As of the Closing Date, there shall be no employment or consulting agreements, except as negotiated between the parties, between the JTBK or the JTBK Subsidiary and any other party.

5.4 **Representations and Warranties**. The representations and warranties made to the Company and the Company Stockholders in this Agreement or in any document, statement, list or certificate furnished pursuant hereto shall be true and correct as of the Closing Date.

5.5 **Financial and Other Conditions**. JTBK shall have no contingent or other liabilities connected with its business, except as disclosed in the Financial Statements or which otherwise have been incurred in the ordinary course of business. The review of the business, premises and operations of JTBK and the Financial Statements by the Company at its expense shall be satisfactory to the Company and shall not have revealed any matter which, in the sole judgment of the Company, makes the acquisition on the terms herein set forth inadvisable for the Company.

5.6 **Legal Opinion of JTBK Counsel**. JTBK legal counsel shall provide a legal opinion, dated the Closing Date, in a form reasonably acceptable to the Company to the effect that the JTBK Shares held by non-Affiliates prior to the Effective Time will be freely tradable at and after the Effective Time.

5.7 **Approval of Plan of Merger**. The Plan of Merger shall have been duly approved by JTBK as the sole shareholder of the JTBK Subsidiary and by the Board of Directors and shareholders of JTBK pursuant to the Nevada Act.

5.8 **Securities Filings**. JTBK shall have filed all required periodic reports under the Securities Exchange Act of 1934 (the "Exchange Act") and shall have made all other such filings with the Securities and Exchange Commission and state securities regulators as may be required by applicable state and federal law.

5.9 **Governmental Proceedings**. No action or proceeding before any court or other governmental body shall be instituted which prohibits or invalidate the transaction, or threatens to prohibit or invalidate the transaction, or which may affect the right of the Company Stockholders to own the Company Stock or to operate or control JTBK or the Surviving Company after the Closing Date.

ARTICLE 6

INDEMNIFICATION

6.1 **Survival of Representations, Warranties and Certain Covenants**. The representations and warranties made by the parties in this Agreement and all of the covenants of the parties in this Agreement shall survive the execution and delivery of this Agreement and the Closing Date and shall expire on the twelve month anniversary of the Closing Date. Any claim

for indemnification shall be effective only if notice of such claim is given by the party claiming indemnification or other relief on or before December 31, 2015

6.2 **Indemnification by the JTBK Principal Shareholders**. The JTBK Principal Shareholders agree to indemnify and hold the Company and the Company Stockholders harmless, from and after the Closing Date, against and in respect of all matters in connection with any losses, liabilities or damages (including reasonable attorneys' fees) incurred by the Company and the Company Stockholders resulting from any misrepresentation or breach of the warranties made by JTBK, the JTBK Subsidiary and the JTBK Principal Shareholders in Article 3, "Representations and Warranties of JTBK, the JTBK Subsidiary and the Principal JTBK Shareholders," or any breach or nonfulfillment of any agreement, covenant, representation or warranty on the part of JTBK, the JTBK Subsidiary and the JTBK Principal Shareholders contained in this Agreement or any liabilities, obligations and commitments, and all suits, actions, proceedings, demands, judgments, costs and expenses incident to the foregoing matters, including reasonable attorneys' fees. No claim for indemnification may be made under this Section 6.2 after December 31, 2015

6.3 **Arbitration**. If the Company or the Company Stockholders believe that a matter has occurred that entitles them to indemnification under Section 6.2, "Indemnification by the JTBK Principal Shareholders," the Company or the Company Stockholders, as the case may be (the "Indemnified Party"), shall give written notice to the party or parties against whom indemnification is sought (each of whom is referred to herein as an "Indemnifying Party") describing such matter in reasonable detail. The Indemnified Party shall be entitled to give such notice prior to the establishment of the amount of its losses, liabilities, costs or damages, and to supplement its claim from time to time thereafter by further notices as they are established. Each Indemnifying Party shall send a written response to such claim for indemnification within thirty (30) days after receipt of the claim stating its acceptance or objection to the indemnification claim, and explaining its position in respect thereto in reasonable detail. If such Indemnifying Party does not timely so respond, it will be deemed to have accepted the Indemnified Party's indemnification claim as specified in the notice given by the Indemnified Party. If the Indemnifying Party gives a timely objection notice, then the parties will negotiate in good faith to attempt to resolve the dispute, and upon the expiration of an additional thirty (30) day period from the date of the objection notice or such longer period as to which the Indemnified and Indemnifying Parties may agree, any such dispute shall be submitted to arbitration in Reno, Nevada, to a member of the American Arbitration Association mutually appointed by the Indemnified Party and Indemnifying Party (or, in the event the Indemnified Party and Indemnifying Party cannot agree on a single such member, to a panel of three members of such Association selected in accordance with the rules of such Association), who shall promptly arbitrate such dispute in accordance with the rules of such Association and report to the parties upon such disputed items, and such report shall be final, binding and conclusive on the parties. Judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to recover from, and have paid by, the other party hereto all fees and disbursements of such arbitrator or arbitrators. For this purpose, a party shall be deemed to be the prevailing party only if such party would be deemed to be a prevailing party under Section 6.8, "Definition of Prevailing Parties."

6.4 **No Finders**. JTBK, the JTBK Subsidiary and the JTBK Principal Shareholders represent and warrant to the Company and the Members and the Company and the Company Stockholders represent and warrant to JTBK, the JTBK Subsidiary and the JTBK Principal Shareholders that there are no obligations to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement. The JTBK Principal Shareholders agree to indemnify and hold the Company and the Company Stockholders harmless from any breach of the representation of JTBK, the JTBK Subsidiary and the Principal Shareholders in the previous sentence, and the Members agree to indemnify and hold JTBK, the JTBK Subsidiary and the JTBK Principal Shareholders harmless from any breach of their representation in the previous sentence or from their failure to pay such fees.

6.5 **Third Person Claim Procedures.** If any third person asserts a claim against an Indemnified Party in connection with the matter involved in such claim, the Indemnified Party shall promptly (but in no event later than ten (10) days prior to the time at which an answer or other responsive pleading or notice with respect to the claim is required) notify the Indemnifying Party of such claim. The Indemnifying Party shall have the right, at its election, to take over the defense or settlement of such claim by giving prompt notice to the Indemnified Party that it will do so, such election to be made and notice given in any event at least five (5) days prior to the time at which an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, the Indemnifying Party may conduct the defense of such claim through counsel of its choosing (subject to the Indemnified Party's approval, not to be unreasonably withheld), will be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of the claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle such claims without prior notice to and consultation with the Indemnified Party and no such settlement involving any injunction or material and adverse effect on the Indemnified Party may be agreed to without its consent. As long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party shall not pay or settle any such claim. If the Indemnifying Party does not make such election, or having made such election does not proceed diligently to defend such claim prior to the time at which an answer or other responsive pleading or notice with respect thereto is required, or does not continue diligently to contest such claim, then the Indemnified Party may take over defense and proceed to handle such claim in its exclusive discretion, and the Indemnifying Party shall be bound by any defense or settlement that the Indemnified Party may make in good faith with respect to such claim. The parties agree to cooperate in defending such third party claims, and the defending party shall have access to records, information and personnel in control of the other part which are pertinent to the defense thereof.

6.6 **Limitation of Remedies**. No party to this Agreement shall be liable to any other party or parties or have any remedies against any other party or parties under this Agreement other than as provided in this Article 6. The parties understand that this Agreement requires that all disputed claims shall be submitted to arbitration in accordance with Section 6.3, "Arbitration."

6.7 **Definition of Prevailing.** Notwithstanding any of the other provisions hereof, in the event of arbitration and/or litigation with respect to the interpretation or enforcement of this Agreement or any provisions hereof, the prevailing party in any such matter shall be entitled to recover from the other party their or its reasonable costs and expense, including reasonable

attorneys' fees, incurred in such arbitration and/or litigation. For purposes of this Agreement, a party shall be deemed to be the prevailing party only if such party (A)(i) receives an award or judgment in such arbitration and/or litigation for more than 50% of the disputed amount involved in such matter, or (ii) is ordered to pay the other party less than 50% of the disputed amount involved in such matter or (B)(i) succeeds in having imposed a material equitable remedy on the other party (such as an injunction or order compelling specific performance), or (ii) succeeds in defeating the other party's request for such an equitable remedy.

ARTICLE 7

RISK OF LOSS

The risk of loss or destruction of all or any part of the Company's properties or assets prior to the Closing Date from any cause (including, without limitation, fire, theft, acts of God or public enemy) shall be upon the Company and the Company Stockholders. Such risk shall be upon JTBK Subsidiary if such loss occurs after the Closing Date.

ARTICLE 8

CERTAIN COVENANTS OF THE PARTIES

8.1 **Expenses and Fees.** Each party shall be solely responsible for its own costs and expenses (including legal expenses, accounting expenses and brokers or finders fees and expenses), and the costs and expenses of its affiliates, in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. No party shall have any obligation for paying such expenses or costs of any other party.

8.2 **Public Announcements.** The parties agree that no public release, announcement or any other disclosure concerning any of the transactions contemplated hereby shall be made or issued by any party without the prior written consent of JTBK and the Company (which consent shall not be unreasonably withheld or delayed), except to the extent such release, announcement or disclosure may be required by applicable laws, in which case the person required to make the release, announcement or disclosure shall allow JTBK or the Company, as applicable, reasonable time to comment on such release, announcement or disclosure in advance of such issuance or disclosure; provided, however, that no notice is required if the disclosure is determined by the JTBK's legal counsel to be required under federal or state securities laws or exchange regulation applicable to JTBK.

8.3 **Operations Pending Closing.** Each of the Company, on one hand, and JTBK and the JTBK Subsidiary, on the other hand, covenants that from the date hereof through the Closing Date, except as otherwise provided in this Agreement; or with the prior written consent of the other parties, which shall not be unreasonably withheld or delayed, shall:

8.3.1 not undertake any transactions or enter into any contracts, commitments or arrangements other than in the ordinary course of business, use its good faith efforts to preserve the present Business and organization of such party, and to preserve the goodwill of others having business relationships with such party;

8.3.2 not enter into, renew, extend, modify, terminate, waive or diminish any right under any material lease, contract or other instrument, except in the ordinary course of business;

8.3.3 not allow any of such parties' assets or properties to become subject to any Encumbrance that does not exist as of the date of this Agreement, except in the ordinary course of business;

8.3.4 maintain such party's existing insurance coverages, subject to variations in amounts in the ordinary course of business;

8.3.5 not declare or make any dividends or distributions; and

8.3.6 not amend the organizational documents of such party.

8.4 **Due Diligence Investigation.** Each party shall afford to the officers, employees and authorized representatives of the other (including independent public accountants and attorneys) complete access to the offices, properties, books, records, tax returns, financial records (including computer files, retrieval programs and similar documentation), employees and business of such party subject to reasonable prior notice and shall furnish to such party and its authorized representatives such additional information concerning the assets, properties and operations as shall be reasonably requested, including all such information as shall be necessary or appropriate to enable such party or its representatives to verify the accuracy of the representations and warranties contained in this Agreement, to verify that the covenants contained in this Agreement have been complied with, and to determine whether the conditions set forth in Article 4 or 5 have been satisfied. Each party shall ensure that all third-party representatives of each, including without limitation accountants and attorneys, fully cooperate and are available to the other party in connection with such investigation, and each party shall bear its own costs and expenses in connection with the same. Any such investigation shall be conducted in a manner that would not interfere unreasonably with the operations of the other party.

8.5 **Further Assurances.** Each of the parties hereto shall, at any time, and from time to time, either before or after the Closing Date, upon the request of the appropriate party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances and assurances as may be reasonably required to complete the transactions contemplated in this Agreement. After the Closing Date, each party shall use its good faith efforts to assure that any necessary third party shall execute such documents and do such acts and things as the other party may reasonably require for the purpose of giving each party the full benefit of all the provisions of this Agreement and as may be reasonably required to complete the transactions contemplated in this Agreement.

8.6 **Actions of the Parties.**

8.6.1 No Actions Constituting a Breach. From the date hereof through the Closing Date, neither the Company will take or knowingly permit to be done any action in the conduct of the business of the Company, nor will JTBK or the JTBK Subsidiary take any action, which would be in breach of its obligations herein, and each of the parties hereto shall cause the deliveries for which such party is responsible at the Closing to be duly and timely made.

8.6.2 Notification of Breaches. From the date hereof through the Closing Date, each party will promptly notify the other parties in writing if any such Party becomes aware of any fact or condition that causes or constitutes a breach of any of its representations and warranties as of the date of this Agreement. During the same period, each party will promptly notify the other parties of the occurrence of any breach of any covenant of such party in this Article VIII.

8.7 **Compliance With Conditions.** Each party hereto agrees to cooperate fully with each other party and shall use its good faith efforts to cause the conditions precedent for which such Party is responsible to be fulfilled. Each party hereto further agrees to use its good faith efforts to consummate this Agreement and the transactions contemplated in this Agreement as promptly as possible.

ARTICLE 9

MISCELLANEOUS

9.1 **Termination.**

9.1.1 General. This Agreement and the transactions contemplated hereby may be terminated prior to the Closing: (i) by the mutual written consent of the parties; (ii) by written notice from either party in the event of a material breach of this Agreement by the other party; provided that the party wishing to terminate this Agreement has notified the other parties in writing of such breach and such breach has continued without cure for a period of thirty (30) calendar days after the notice of breach; or (iii) by written notice from JTBK if the Closing has not occurred by March 30, 2014, subject to the provisions of Section 1.3, "Closing," of this Agreement.

9.1.2 Effect of Termination. If any party terminates this Agreement pursuant to this Article 9, all rights and obligations of the parties hereunder shall terminate without any liability of any party to the others except for such damages arising out of, related to, or in connection with, breaches of representations, warranties, covenants, or agreements which shall have occurred prior to such termination. Except, as set forth in the immediately preceding sentence, this Section shall not be deemed to release any party from any liability for any breach by such party of the representations, warranties, covenants or agreements which shall have occurred prior to such termination. However, JTBK shall be entitled to all standstill deposits if the Closing has not occurred as provided in this Agreement.

9.2 **Binding Agreement**. The parties covenant and agree that this Agreement, when executed and delivered by the parties, will constitute a legal, valid and binding agreement between the parties and will be enforceable in accordance with its terms.

9.3 **Assignment**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors. This Agreement cannot be assigned without the consent of the Company.

9.4 **Entire Agreement**. This Agreement and its exhibits and schedules constitute the entire contract among the parties hereto with respect to the subject matter thereof, superseding all prior communications and discussions and no party hereto shall be bound by any communication on the subject matter hereof unless such is in writing signed by any necessary party thereto and bears a date subsequent to the date hereof. The exhibits and schedules shall be construed with and deemed as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Information set forth in any exhibit, schedule or provision of this Agreement shall be deemed to be set forth in every other exhibit, schedule or provision of this Agreement and therefore shall be deemed to be disclosed for all purposes of this Agreement.

9.5 **Modification**. This Agreement may be waived, changed, amended, discharged or terminated only by an agreement in writing signed by the party against whom enforcement of any waiver, change, amendment, discharge or termination is sought.

9.6 **Notices**. All notices, requests, demands and other communications shall be deemed to have been duly given three (3) days after postmark of deposit in the United States mail, if mailed, certified or registered mail, postage prepaid:

If to the Company or the Members:

Mr. Dan Goldin
Professional Cannabis, Inc
9442 SW Barbur Blvd Suite 3
Portland OR 97219

If to JTBK or the JTBK Subsidiary:

Jetblack Corporation
c/o Adam S. Tracy, Esq.
Securities Compliance Group, LLC
2100 Manchester Road Suite 615
Wheaton, IL 60187

or to such other address as any party shall designate to the other in writing. The parties shall promptly advise each other of changes in addresses for such notices.

9.7 **Choice of Law and Jurisdiction**. This Agreement shall be governed by, construed, interpreted and enforced according to the laws of the State of Nevada. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in the courts of the State of Nevada or of the United States of America for the District of Nevada and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth in Paragraph 11.5, "Notices," such service to become effective ten (10) days after such mailing.

9.8 **Severability**. If any portion of this Agreement shall be finally determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law and, therefore, to be invalid, the parties will cooperate to remedy or avoid the invalidity, but, in any event, will not upset the general balance of relationships created or intended to be created between them as manifested by this Agreement and the instruments referred to herein. Except insofar as it would be an abuse of the foregoing principle, the remaining provisions hereof shall remain in full force and effect.

9.9 **Other Documents**. The parties shall upon reasonable request of the other, execute such documents as may be necessary or appropriate to carry out the intent of this Agreement.

9.10 **Headings and the Use of Pronouns**. The section headings hereof are intended solely for convenience of reference and shall not be construed to explain any of the provisions of this Agreement. All pronouns and any variations thereof and other words, as applicable, shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or matter may require.

9.11 **Time is of the Essence**. Time is of the essence of this Agreement.

9.12 **No Waiver and Remedies**. No failure or delay on a party's part to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by a party of a right or remedy hereunder preclude any other or further exercise. No remedy or election hereunder shall be deemed exclusive but it shall, wherever possible, be cumulative with all other remedies in law or equity.

9.13 **Counterparts**. This Agreement may be executed in two or more counterparts, and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.14 **Further Assurances**. Each of the parties hereto shall use commercially practicable efforts to fulfill all of the conditions set forth in this Agreement over which it has control or influence (including obtaining any consents necessary for the performance of such party's obligations hereunder) and to consummate the transactions contemplated hereby, and shall execute and deliver such further instruments and provide such documents as are necessary to effect this Agreement.

9.15 **Rules of Construction**. The normal rules of construction which require the terms of an agreement to be construed most strictly against the drafter of such agreement are hereby waived since each party have been represented by counsel in the drafting and negotiation of this Agreement.

9.16 **Third Party Beneficiaries**. Each party hereto intends this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

Professional Cannabis, Inc.

By: _____
Its: Chief Executive Officer

JTBK:

Jetblack Corporation
a Nevada corporation

By: _____
Adam S. Tracy

Its: Secretary

JTBK SUBSIDIARY:

JTBK Acquisition, Inc a Nevada corporation

By: _____
Adam S. Tracy

Its: Chief Executive Officer

Financial Statements

JETBLACK CORPORATION

For the Periods Ending December 31, 2014 and December 31, 2015

JETBLACK CORPORATION
(A DEVELOPMENTAL STAGE COMPANY)
BALANCE SHEET
AS OF DEC 31, 2014 & DEC 31, 2015

	Dec. 31, 2015	Dec. 31, 2014
ASSETS	**(000 $)**	**(000 $)**
Current Assets		
Cash & Cash Equivalents	-	12
Accounts Receiveable	-	-
Total Current Assets:	-	12
Fixed Assets		
Total Fixed Assets:	-	-
TOTAL ASSETS	-	12
LIABILITIES & STOCKHOLDER'S EQUITY		
Current Liabilities		
Accounts Payable	-	-
Notes Payable	48	48
Total Current Liabilities:	48	48
Long Term Liabilities		
TOTAL LIABILITIES	48	48
Stockholder's Equity		
Common Stock, par value $0.001		
(1,350,000,000 Auth. 67,352,000 Issued as of 12/31/15)	67	67
Additional Paid-In Capital	128	128
Accumulated Earnings (Deficit)	(243)	(231)
Total Stockholder's Equity	(48)	(36)
TOTAL LIABILITIES & STOCKHOLDER'S EQUITY	-	12

JETBLACK CORPORATION
(A DEVELOPMENTAL STAGE COMPANY)
STATEMENT OF OPERATIONS
FOR THE PERIODS ENDING DEC 31, 2014 & DEC 31, 2015

	For the Year Ended Dec. 31, 2015	For the Year Ended Dec. 31, 2014
	($)	($)
Revenue	-	-
Operating Expenses	(12,000)	(6,204)
Net Income (Loss) From Operations	(12,000)	(6,204)
Other Income (Expenses)		
Interest Expense	0	(800)
Net Income (Loss) Before Income Taxes	(12,000)	(5,404)
Tax Expense	0	-
Net Income (Loss)	(12,000)	(5,404)
Basic & Diluted Gain (Loss) Per Share	(0.00018)	(0.00008)
Weighted Average No. of Shares Outstanding	67,352,000	67,352,000

JETBLACK CORPORATION
(A DEVELOPMENTAL STAGE COMPANY)
STATEMENT OF CASH FLOWS
FOR THE PERIODS ENDING DEC 31, 2014 & DEC 31, 2015

	For the Year Ended Dec. 31, 2015	For the Year Ended Dec. 31, 2014
	($)	($)
Cash Flows from Operating Activities		
Net Gain (Loss)	(12,000)	(5,404)
Net Cash Used in Operating Activities	(12,000)	(5,404)
Cash Flows from Financing Activities		
Proceeds from Sale of Debt Securities		16,500
Proceeds from Sale of Equity Securities		
Net Cash Provided by Financing Activities	-	16,500
Cash Flows from Investing Activities		
Net Cash Provided by Investing Activities	-	-
Net Increase (Decrease) In Cash	(12,000)	11,096
Cash - Beginning of Period	11,898	802
Cash - End of Period	(102)	11,898

Note 1. Organization, History and Business

JetBlack Corporation ("the Company") was incorporated in Nevada on November 30, 2006

Note 2. Summary of Significant Accounting Policies

Revenue Recognition

Revenue is derived from contracts with our consumers. Revenue is recognized in accordance with ASC 605. As such, the Company identifies performance obligations and recognizes revenue over the period through which the Company satisfies these obligations. Any contracts that by nature cannot be broken down by specific performance criteria will recognize revenue on a straight line basis over the contractual term of period of the contract.

Accounts Receivable

Accounts receivable is reported at the customers' outstanding balances, less any allowance for doubtful accounts. Interest is not accrued on overdue accounts receivable.

Allowance for Doubtful Accounts

An allowance for doubtful accounts on accounts receivable is charged to operations in amounts sufficient to maintain the allowance for uncollectible accounts at a level management believes is adequate to cover any probable losses. Management determines the adequacy of the allowance based on historical write-off percentages and information collected from individual customers. Accounts receivable are charged off against the allowance when collectability is determined to be permanently impaired.

Stock Based Compensation

When applicable, the Company will account for stock-based payments to employees in accordance with ASC 718, "Stock Compensation" ("ASC 718"). Stock-based payments to employees include grants of stock, grants of stock options and issuance of warrants that are recognized in the consolidated statement of operations based on their fair values at the date of grant.

The Company accounts for stock-based payments to non-employees in accordance with ASC 505-50, "Equity-Based Payments to Non-Employees." Stock-based payments to non-employees include grants of stock, grants of stock options and issuances of warrants that are recognized in the consolidated statement of operations based on the value of the vested portion of the award over the requisite service period as measured at its then-current fair value as of each financial reporting date.

The Company calculates the fair value of option grants and warrant issuances utilizing the Binomial pricing model. The amount of stock-based compensation recognized during a period is based on the value of the portion of the awards that are ultimately expected to vest. ASC 718 requires forfeitures to be estimated at the time stock options are granted and warrants are issued to employees and non-employees, and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The term "forfeitures" is distinct from "cancellations" or "expirations" and represents only the unvested portion of the surrendered stock option or warrant. The Company estimates forfeiture rates for all unvested awards when calculating the expense for the period. In estimating the forfeiture rate, the Company monitors both stock option and

Note 2. Summary of Significant Accounting Policies (continued)

warrant exercises as well as employee termination patterns. The resulting stock-based compensation expense for both employee and non-employee awards is generally recognized on a straight-line basis over the period in which the Company expects to receive the benefit, which is generally the vesting period.

Loss per Share

The Company reports earnings (loss) per share in accordance with ASC Topic 260-10, "Earnings per Share." Basic earnings (loss) per share is computed by dividing income (loss) available to common shareholders by the weighted average number of common shares available. Diluted earnings (loss) per share is computed similar to basic earnings (loss) per share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. Diluted earnings (loss) per share has not been presented since there are no dilutive securities.

Cash and Cash Equivalents

For purpose of the statements of cash flows, the Company considers cash and cash equivalents to include all stable, highly liquid investments with maturities of three months or less.

Concentration of Credit Risk

The Company primarily transacts its business with one financial institution. The amount on deposit in that one institution may from time to time exceed the federally-insured limit.

Depreciation

Equipment is stated at cost less accumulated depreciation. Major improvements are capitalized while minor replacements, maintenance and repairs are charged to current operations. Depreciation is computed by applying the straight-line method over the estimated useful lives, which are generally three to five years.

Use of Estimates

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.

Business segments

ASC 280, *"Segment Reporting"* requires use of the *"management approach"* model for segment reporting. The management approach model is based on the way a company's management organizes segments within the company for making operating decisions and assessing performance. The Company determined it has one operating segment as of December 31, 2014.

Income Taxes

The Company accounts for its income taxes under the provisions of ASC Topic 740, "Income Taxes." The method of accounting for income taxes under ASC 740 is an asset and liability method. The asset and

Note 2. Summary of Significant Accounting Policies (continued)

liability method requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of temporary differences between tax bases and financial reporting bases of other assets and liabilities.

Recent Accounting Pronouncements

The Company continually assesses any new accounting pronouncements to determine their applicability to the Company. Where it is determined that a new accounting pronouncement affects the Company's financial reporting, the Company undertakes a study to determine the consequence of the change to its financial statements and assures that there are proper controls in place to ascertain that the Company's financials properly reflect the change. The Company currently does not have any recent accounting pronouncements that they are studying and feel may be applicable.

Note 3. Income Taxes

Deferred income tax assets and liabilities are computed annually for differences between financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the period plus or minus the change during the period in deferred tax assets and liabilities.

The effective tax rate on the net loss before income taxes differs from the U.S. statutory rate as follows:

	12/31/15
U.S statutory rate	34.00%
Less valuation allowance	-34.00%
Effective tax rate	0.00%

The significant components of deferred tax assets and liabilities are as follows:

	12/31/15
Deferred tax assets	
Net operating losses	$ (12,000)
Deferred tax liability	
Net deferred tax assets	(4,080)
Less valuation allowance	4,080
Deferred tax asset - net valuation allowance	$ 0

On an interim basis, the Company has a net operating loss carryover of approximately $4,080 available to offset future income for income tax reporting purposes, which will expire in various years through 2032, if not previously utilized. However, the Company's ability to use the carryover net operating loss may be substantially limited or eliminated pursuant to Internal Revenue Code Section 382.

Note 3. Income Taxes (Continued)

The Company adopted the provisions of ASC 740-10-50, formerly FIN 48, and "Accounting for Uncertainty in Income Taxes". The Company had no material unrecognized income tax assets or liabilities as of December 31, 2015.

The Company's policy regarding income tax interest and penalties is to expense those items as general and administrative expense but to identify them for tax purposes. During the periods ending December 31, 2014 and 2015 there were no income tax, or related interest and penalty items in the income statement, or liabilities on the balance sheet. The Company files income tax returns in the U.S. federal jurisdiction and Nevada state jurisdiction. We are not currently involved in any income tax examinations.

Note 4. Depreciation

Additions and expenditures for improving or rebuilding existing assets that extend the useful life are capitalized. The Company did not own any depreciable assets during the period during the periods ending December 31, 2014 and December 31, 2015

Note 5. Related Party Transactions

None.

Note 5. Stockholders' Equity

Common Stock

The holders of the Company's common stock are entitled to one vote per share of common stock held.

As of December 31, 2015 the Company 67,352,000 shares issued and outstanding.

Note 6. Commitments and Contingencies

Commitments:

The Company currently has no long term commitments as of our balance sheet date.

Contingencies:

None as of our balance sheet date.

Note 7 – Net Income(Loss) Per Share

The following table sets forth the information used to compute basic and diluted net income per share attributable to JetBlack Corporation for the period ending December 31, 2015

	12/31/15
Net Income (Loss)	$ (35,000)
Weighted-average common shares outstanding basic:	
Weighted-average common stock	67,352,000
Equivalents	
Stock options	0
Warrants	0
Convertible Notes	0
Weighted-average common shares outstanding- Diluted	67,352,000

Note 8. Notes Payable

Notes payable consist of the following for the periods ended;	12/31/15
working capital note with no stated interest rate. Note is payable on demand .	$ 48,000
Total Notes Payable	48,0000
Less Current Portion	(48,000)
Long Term Notes Payable	$ 0

Note 9. Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. Currently, the Company has no operating history and has incurred operating losses, and as of December 31, 2015 the Company had a working capital deficit and an accumulated deficit. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management believes that the Company's capital requirements will depend on many factors including the success of the Company's development efforts and its efforts to raise capital. Management also believes the Company needs to raise additional capital for working capital purposes. There is no assurance that such financing will be available in the future. The conditions described above raise substantial doubt about our ability to continue as a going concern. The financial statements of the Company do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

Note 10. Subsequent Events

None.