

## INVESTOR DISCLOSURE NOTICES

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Read all sections below. Primary and Secondary Account Holders must initial where indicated.

### Fee and Affiliation Disclosure

Diamond Bay Investments, Inc. (hereafter referred to as DBI or Diamond Bay Investments.) reserves the right to appoint a licensed real estate agent to facilitate the listing and/or sale of a property that has gone into default. \_\_\_\_\_

I understand that there are certain costs associated with the process of loan origination, loan servicing, and default proceedings. I understand that the fees associated with loan origination will be paid by the borrower. I also understand that all late fees charged to the borrower will be split 50%/50% between Diamond Bay Investments, Inc. and the investor(s). Diamond Bay Investments, Inc. charges these fees due to the amount of effort required to collect on loans paid late. I further understand that Diamond Bay Investments will be the sole recipient of any and all administrative and inspection fees for a loan as stated within the respective promissory note. \_\_\_\_\_

I understand that Diamond Bay Investments, Inc. will service the loans 'in-house.' I further understand that Diamond Bay Investments, Inc. receives certain fees from the borrower that are associated with the maintenance and servicing of loans. \_\_\_\_\_

I understand that Diamond Bay Investments may collect a fee from the yield of the promissory note. This fee is charged to the borrower above the yield given to you as an investor. The yield initially disclosed to you by Diamond Bay Investments will NOT change. \_\_\_\_\_

Diamond Bay Investments, Inc., its principals, employees, and or/affiliates may borrow money through Diamond Bay Investments from time to time. Procedures, yields and underwriting guidelines will remain standard for these transactions and proper disclosures to each investor will be provided at time of loan application. \_\_\_\_\_

### Trust Deed Investor Disclosure & Agreement

I understand that money invested through a mortgage broker is not guaranteed to earn any interest or return and is not insured. I also understand before investing, investors must be provided applicable disclosure documents. \_\_\_\_\_

Trust Deed investments inherently have a number of significant risks. Any number of these risks may cause a loss of some or all of the principle investment and/or dividends/interest, and/or the temporary or permanent cease of all interest payments. Diamond Bay Investments Inc. does not guarantee nor secure any investment. Trust Deed investments are not insured by the FDIC or any other governmental agency. \_\_\_\_\_

## INVESTOR DISCLOSURE NOTICES

Trust Deed investments may not be suitable for all investors. By acknowledging this disclosure and agreement, you hereby declare that you and/or your investment entity is of suitable and substantial means to invest in Trust Deed investments, and that a loss of investment capital, interest income, and/or a temporary or permanent cease in interest payments will not create a financial hardship for you or your investment entity.

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Diamond Bay Investments Inc. stands to have a significant monetary gain in funding trust deed investments through private investors. Diamond Bay Investments will not make investment decisions, nor offer investment advice on any offering DBI presented to its investors. Each investor is required to make up his/her own mind regarding the suitability and quality of each investment to their portfolio. By acknowledging this statement, you hereby agree that all investments made with Diamond Bay Investments, Inc. are at your own discretion. The responsibility of each investment decision rests solely upon each investor. If you have any questions regarding any issues pertaining to the Trust Deed investment, discuss the questions with a lawyer, financial advisor, or your mortgage broker. \_\_\_\_\_

By acknowledging this statement, you agree that you have not been coerced, forced, or guaranteed results, in order to invest in Trust Deeds. You hereby hold Diamond Bay Investments, Inc. harmless of all responsibility and liability regarding the performance and quality of all investments you decide to make. \_\_\_\_\_

Diamond Bay Investments Inc. does not guarantee the performance or quality of any investment presented for consideration. DBI will not be held responsible for any financial hardship or loss suffered as a result of investing in Trust Deeds. \_\_\_\_\_

DBI will provide information to you regarding specific Trust Deed Investment (s). We encourage each investor to review all information you have requested from DBI, including but not limited to borrowers credit worthiness, borrowers past project successes, borrowers financial status and property condition. Each investor is responsible for requesting all information about any specific Trust Deed Investment and you are aware that information given by borrowers, brokers, or other third parties to DBI cannot be authenticated by Diamond Bay Investments. \_\_\_\_\_

By signing below, I am acknowledging that I fully understand and agree with the terms, conditions and disclosures herein. If you do NOT understand these items, please consult with an attorney before proceeding.

Primary Investor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (if signing for a legal entity): \_\_\_\_\_

Entity's Legal Name: \_\_\_\_\_

Secondary Investor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title (if signing for a legal entity): \_\_\_\_\_

Entity's Legal Name: \_\_\_\_\_