

2020 Business Profile

JID Investments LLC

A Real Estate Investment and Financial Services Company

JID INVESTMENTS LLC

P.O. Box 22677

Hilton Head, SC 29925



JID Investments, LLC

"A Real Estate Investment and Financial Services Company"

Phone Number: 361-443-7054 / (866) 611-0201 Fax

JID INVESTMENTS LLC

181 Bluffton Road, Building A-104

Bluffton, SC 29910



JIDI



TABLE OF CONTENTS

1. MISSION STATEMENT
2. GOALS
3. JIDI LEADERSHIP
4. PARTNERS
5. PAST CURRENT AND FUTURE FUNDING PROJECTS
6. CHARTS
7. OBJECTIVES – INVESTMENTS AND BUSINESS PARTNERS
8. ACCREDITED INVESTOR QUESTIONNAIRE
9. FAQ – FREQUENTLY ASKED QUESTIONS

NOTE: This document contains legally privileged and/or confidential information intended only for use by the persons reviewing and in receipt of this document. This literature is intended to inform the reader about JID Investments LLC and is not an attempt to solicit funds for any specific project. You are hereby notified that any dissemination, distribution or copying of this information, and any attachments thereto, is strictly prohibited. Any investor interested in learning more about JIDI and its current and future projects must submit an acceptable signed Accredited Investment Disclosure to receive further information and future Private Placement memorandums. JIDI, its partners and shareholders are not liable to investors for any loss of principal and/or lower than anticipated earnings. JIDI is not a registered or licensed broker with the Securities and Exchange Commission (SEC) or any similar agency.

1. MISSION STATEMENT



JID Investments, LLC

“A Real Estate Investment and Financial Services Company”

JID Investments LLC (JIDI) - Mission Statement:

Continually form mutually beneficial business relationships with individuals and business partners seeking investment capital and provide funds to these partners in their viable projects. Grow JIDI’s investor base thereby increasing the total number of investors to participate in funding projects with exceptional returns while maintaining medium risk for both JIDI and its investors.



David H. Shatz
CFO & Co-Managing Member



John A. Rubino
COO/Founder & Co-Managing Member

2. GOALS

JIDI, through funding placements & joint ventures, continues to grow by increasing capital through profits, growing our network of investors, & expanding the diverse group of partnered businesses we work with while increasing our total number of projects.

JIDI is interested in partnering with investors who wish to review and potentially invest on our investments. This is open to both Accredited Investors and Qualified Investors (whom we have an existing relationship, see Disclosure Agreement¹). Once a request for funding is submitted and approved by one of our partnered businesses, JIDI investors will receive details on the investment. Minimum unit price per project ranges from \$25,000 - \$50,000.

JIDI is seeking additional investors with similar investment goals and a desire to join us on our projects. Our relationships with business partners are designed as mutually beneficial for both parties and JIDI strives for this as well as with our investors.

To view project specific details, prospective accredited investors must complete the JIDI Accredited Investor Questionnaire (AIQ). Upon receipt and approval, JIDI will provide available Project Offerings &/or Private Placements Memorandums (PPM) to JIDI investors for review and consideration. There is never an obligation to invest. Investors evaluate each project individually. Only submission and approval of a project specific signed PPM Subscription Agreement would obligate an investor to that specific investment.

¹ Available by request; Sample in Part 8 of this document.

Upon investing on the first JIDI project and as applicable on certain types of investments, individuals and/or members of entities completing the AIQ must provide verification of Accredited Investor status by either providing: 1) a signed certification letter from a registered professional (e.g., CPA, attorney); 2) personal financial statement with net worth, or 3) last 2 years' worth of tax returns with full schedules.

3. JIDI LEADERSHIP

John Rubino, COO, Founder and Co-Managing Director

John graduated in 1997 from the State University of New York (SUNY) Maritime College with a Bachelor of Science degree in Business Administration, a 3rd-Mates License in the U.S. Merchant Marine and a commission as a U.S. Naval Officer. He served honorably as a Lieutenant Commander and Naval Aviator for 20 years retiring from active duty service in 2017. John also received a Master of Science from Embry-Riddle Aeronautical University. In addition to his Naval career, he has significant experience & success as real estate investor & consultant. He also sponsors & maintains leadership positions on several local Washington DC networking groups & Chambers. John is a dedicated member of his community serving as a Knight of Columbus, Christian Catechist & youth baseball & football coach. John & his wife Stacie have four children.

David H. Shatz, Co-Managing Director and CFO

David earned a Bachelor of Science degree in Business Administration with concentrations in Accounting & Finance from SUNY at Buffalo. After working at Arthur Andersen & Co. from 1989-1990, David relocated to Hilton Head Island, SC & founded his public accounting firm David H. Shatz & Associates Inc. In addition, to his accounting practice, he has been involved in several real estate ventures, carries his real estate brokerage license, & has been a consultant to numerous individuals & businesses. David has been a guest speaker on a variety of business, tax & real estate related topics, has served on several civic, business & religious boards & coaches youth baseball. David and his wife Shaya have three children.

4. CURRENT AND FUTURE PARTNERS

JIDI has established strategic partnerships with several companies. These companies all have experienced, successful, and energetic ownership with high moral & ethical standards. JIDI completes detailed due diligence on these individuals & companies on every project and are confident that together with their experience and outstanding principles with which they operate will ensure the success of JIDI's investment goals. Because of the challenges in obtaining equity/private money funding in today's lending environment, these partners welcome our funding terms as it provides them the opportunity to secure multiple investment projects with less personal/business capital to contribute.

Capital City Real Estate (CCRE) – <https://capcityre.com/>

CCRE is a real estate, development, and construction Company founded with the commitment of developing high quality, distinctly designed residential/mixed-use (m/u) properties throughout the Washington DC and Atlanta real estate markets. Scott Zimmerman, a former United States Naval Officer and Naval Aviator, is President and CEO.

Since 2006, CCRE has successfully developed over 40+ projects, largely condos with development surpassing \$400M+. Projects result in 6-100+ condo units, selling for \$200,000 to \$1.5M+. CCRE projects range from \$3M – \$50M+ & typically from twelve to forty months. JIDI typically receives a preferred interest rate and profit split with CCRE. Total investor ROI is projected from 15 - 20%+.

A unique CCRE project was the complete renovation of the historic 10,000+ square foot Williams-Addison House located in the heart of

Georgetown. CCRE purchased the property (bank owned) for \$6.2M and completed the renovation in early 2014 and sold for \$16.1M. We toured this property and it is spectacular. The property was ranked #2 in the 2014 top ten most expensive D.C. homes sold (<https://capcityre.com/our-portfolio/williams-addison-house/>).

Scott is very particular on projects he undertakes, unwavering on the type of property he will work on and returns it must generate. His record speaks loudly, as do his references. John Rubino, JIDI's COO and founder, had personally invested with CCRE from 2006 - 2013, with overwhelming success. We look forward to continuing our relationship with Scott and CCRE.

JIDI and CCRE have partnered on ten projects to date (first eight in the city of Washington, DC and two in Atlanta, Georgia), six of which have completed including:

- Condo conversion to eight units
- Condo development of twenty units;
- Land development of eight townhomes;
- Land development for the construction of a 180-unit apartment building, and
- Two condo development of fourteen and twenty units.

Presently in construction are a 110-unit Potomac riverfront condominium, a 74-condo development with m/u commercial, a 90+-condo development with m/u commercial & retail and a 42-condo development residential. Concluded projects were highly successfully with total returns greater than projections.

Redbrick LMD – <http://www.redbricklmd.com/>

Redbrick LMD is a diversified real estate investment management & development firm. It specializes in opportunistic and value-added residential and m/u projects with a focus on the Washington D.C. metro market and other selectively targeted markets.

Redbrick's leadership team has significant experience in acquisition & repositioning of existing projects, entitlement & ground-up development of new projects, & financial and legal structuring of transactions to maximize returns while mitigating investor risk.

The team has more than sixty years of collective development experience and has developed, redeveloped and managed over 5,000 multifamily units nationally. In addition, they've developed a substantial portfolio of m/u assets.

Since 2000, the principals have closed on more than \$2 billion in real estate transactions. Redbrick LMD has a current development pipeline of approximately four million square feet. Redbrick LMD's 4 million sf development pipeline represents the largest pipeline of opportunity zone investments on metro in Washington, DC.

Tom Skinner, William Passmore, and Louis Dubin are the firm's managing partners. Louis was former director of the national land fund for Resolution Trust Corporation and CEO and president of The Athena Group. Tom previously co-founded Potomac Ventures, an early stage venture capital firm, and began his career at McKinsey & Company. William previously served as a partner at McKinsey & Company with leadership positions in private equity, telecommunications, and marketing practices.

JIDI & Redbrick have recently partnered on their first joint venture project (“Columbian Quarters” – CQ) in 2018 with additional investment in 2019. CQ presents an opportunity for accredited investors to participate in development of residential & commercial m/u space located at SE Washington DC, known for its beautiful waterfront views & increasing demand for property. Current development plan includes:

- 1.6 – 2.45 million square feet of total commercial and residential space;
- 700 residential units;
- 921 below-ground parking spaces;
- 50,000 square feet of commercial retail space, and
- 1.68M square feet of office space

In 2020 JIDI and Redbrick will partner together on the Redbrick Opportunity Zone (OZ) Fund II. This JIDI investment allows for investor deferred gains to be placed into the OZ fund which will focus on two major sites within the SE quadrant of Washington, DC. The investment includes development, construction and stabilization of residential, commercial, government and m/u property. The 12-15-month Private Placement Memorandum (PPM) investment will only be open to accredited investors, entities and businesses.

Cohen Investment Group (CIG) –

<https://coheninvestmentgrp.com/home/>

CIG is a fully independent real estate investment management company. CIG is led by veteran industry professionals with well over seventy years of combined operating and industry experience. The firm’s portfolio comprises assets across the investment risk

spectrum, including core, core plus, value-added, and opportunistic strategies.

CIG's commitment is to provide excellence in every aspect of commercial real estate, including ownership, asset management, investment with asset preservation and growth. Using their experience and track record, CIG continues to grow their business by developing a portfolio of stabilized office, retail, multi-family, student housing, and self-storage assets in US growth markets, primarily in Mid-Atlantic and Southeastern states.

Once committed to an investment opportunity, CIG has a 100% success rate on closing and/or completion.

With the assistance of JIDI, CIG is eager to expand its equity sources so it can continue acquiring properties in its desired target markets.

CIG operates in a manner consistent with the highest level of integrity & transparency, always seeking to maximize investor IRR. CIG's principals place their own capital into every real estate transaction – which displays their team's confidence in the investment, aligns our interest with the investors, as well as ensures their core value of accountability.

CIG utilizes debt for its acquisitions with Freddie Mac, Fannie Mae, bridge loans, and CMBS.

Baity LLC

Baity LLC is owned and operated by Mr. Mohammed Fridy. Mr. Fridy is a licensed and certified architecture who also owns Citadel Design Build Develop (DBD).

Mr. Fridy has completed several residential single-family renovation projects in the Washington, DC and Maryland markets as well as small to mid-size residential condo conversion and development projects. His experience, performance and attention to detail along with the shorter timelines on his projects make his projects ideal for JIDI as an equity partner.

JIDI has established a strategic partnership with Baity and is looking forward to expanding business in 2019 and the future.

5. PAST CURRENT AND FUTURE FUNDING PROJECTS

Visionary Investments

- **Defoors, GA (Concluded):** 4 months
 - Residential Renovation
 - JIDI Investors realized a 14.16% ROI (43.31% annualized)
- **Kipling, MD (Concluded):** 10 months
 - Residential Renovation
 - JIDI investors realized a 17% ROI (20.4% annualized)
- **Cobb Island, MD (Concluded):** 17 months
 - Residential Renovation
 - Both Visionary and JIDI took active rolls in the renovation
 - The house was sold with a sale price of \$252,900
 - JIDI investors realized a 12.5% ROI

Capital City Real Estate (CCRE)

- **1726 Lanier Place, DC NW (Concluded):** 19 months
 - Residential Condo Conversion
 - JIDI Investors realized a 27.7% ROI (17.1% annualized)
- **3033-5 15th St., DC NW (Concluded):** 32 months
 - Residential Condo Development & New Construction
 - JIDI Investors realized a 56% ROI (21.2% annualized)
- **777 17th Street, DC (Concluded):** 20 months
 - Land Development & Entitlement
 - JIDI Investors realized a 32% ROI (19% annualized)
- **112 49th St., DC NE (Concluded):** 15 months
 - Residential Townhome Development

- JIDI investors realized a 24% ROI (19.2% annualized)
- Ontario/Sherman DC NW (Completed): 12 Months
 - Residential Condo Development & New Construction
 - JIDI Investors realized a 15.3% ROI annualized
- Marina Place/Peninsula 88 DC SW (Construction & Sales):

The “Marina Place/Peninsula 88” Project includes purchase, development & construction of a mixed residential & commercial property in the newly revitalized Buzzard Point DC SW neighborhood. DC is investing hundreds of millions in the area including the new DC United Audi Field Soccer Stadium, remodeling of the South Capitol Street Bridge (connecting Maryland to DC), shopping/restaurants/amenities & development of the Wharf. The subject property, which is waterfront at the confluence of the Potomac and Anacostia rivers will house a m/u six-story building with 110 condominiums and main floor retail space with 110 underground parking spaces. JIDI, CCRE and private equity partners have each contributed equity capital towards this \$65M joint venture. Funding was provided in three stages. Over the 60-month project, investor’s annualized returns are projected at 16-20%+.
- Rhode Island Ave., DC NE (Construction): The “Rialto” Project consists of purchase, development and construction of a single multi-story building including ground floor retail space, 70+ 1BR and 2BR condo units, and 20+ underground parking spaces. Total estimated cost of this project is \$26,292,074. Purchase cost bank financing for the project is provided by an existing CCRE line of credit with Eagle Bank. CCRE is in discussions with several banks, including John Marshall, to secure financing for approximately

70%+ of the project's total costs. The total private investment equity being raised is \$9.0M in which JIDI will participate with \$2.85M of equity capital. Funding will be provided in three stages. Over the 46-month project, investor's total return is projected at over 16% annualized.

- Edgewood Ave., Atlanta, GA (Construction): Our first residential and m/u development project in Atlanta, the Edgewood project consists of the purchase, development and construction of a single multi-story building including ground floor retail space, 90+ 1BR and 2BR condo units, and 190+ underground parking spaces. The property will be purchased in May 2018, will go through the plans approval and building permit process and then will start construction. Planned construction time is 16-18 months. Sales & Delivery is expected to take 8-10 months for a total project timeline of 41 months with delivery and closeout scheduled for 1st QTR 2022. The Property is located in the Old Fourth Ward neighborhood of Atlanta which is seeing significant development and growth over the past few years and is within a few blocks of the Atlanta Beltline, Krog Street Market and Ponce City Market.

-

PLJS Properties

- 111 Starbright Lane Clayton, NC (Concluded): 4 Months
 - Residential Renovation
 - JIDI realized a 25% ROI (75% annualized)
- 100 Berringer Lane Clayton, NC (Concluded): 6 Months
 - Residential Renovation
 - JIDI realized a 21% ROI (42% annualized)

- David Road Garner, NC (Concluded): 6 Months
 - Residential Renovation
 - JIDI realized a 18% ROI (36% annualized)

Spirit Properties LLC

- Winchester, VA (Concluded): 6 Months
 - Residential Renovation
 - JIDI investors realized a 25% ROI (75% annualized)

Redbrick LMD

Columbian Quarters, DC SE (Design & Development)

The “Columbian Quarters” Project presents an opportunity to participate in the development of up to 2.45M residential & commercial m/u space located in SE Washington DC, known for its beautiful waterfront views & increasing demand for property. This will be the first joint venture opportunity for JID Investments LLC (JIDI) with Redbrick LMD. The sponsor has decades of experience in real estate acquisition, entitlement, renovation & development of commercial, residential, multi-family and m/u properties. The project has the potential to last up to 10 years+ but will afford multiple liquidation opportunities for JIDI and its investors to exit or choose to remain. This investment will evolve from development to a buy and hold investment.

Baity LLC

810 Rhode Island Ave DC, NW (Concluded): 8 Months

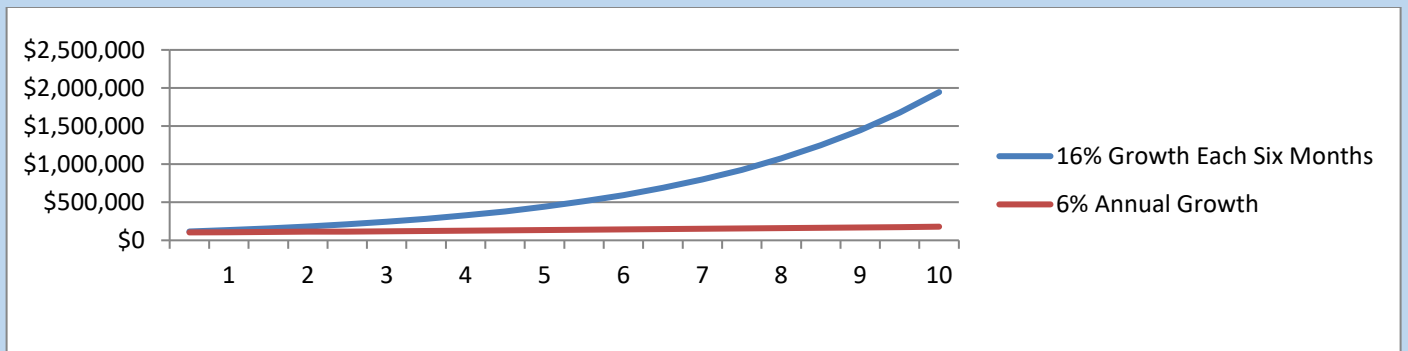
- Residential Renovation
- JIDI realized a 25% ROI (37.5% annualized)

Cohen Investment Group – Deerbrook & Chimneys (Cash flowing)

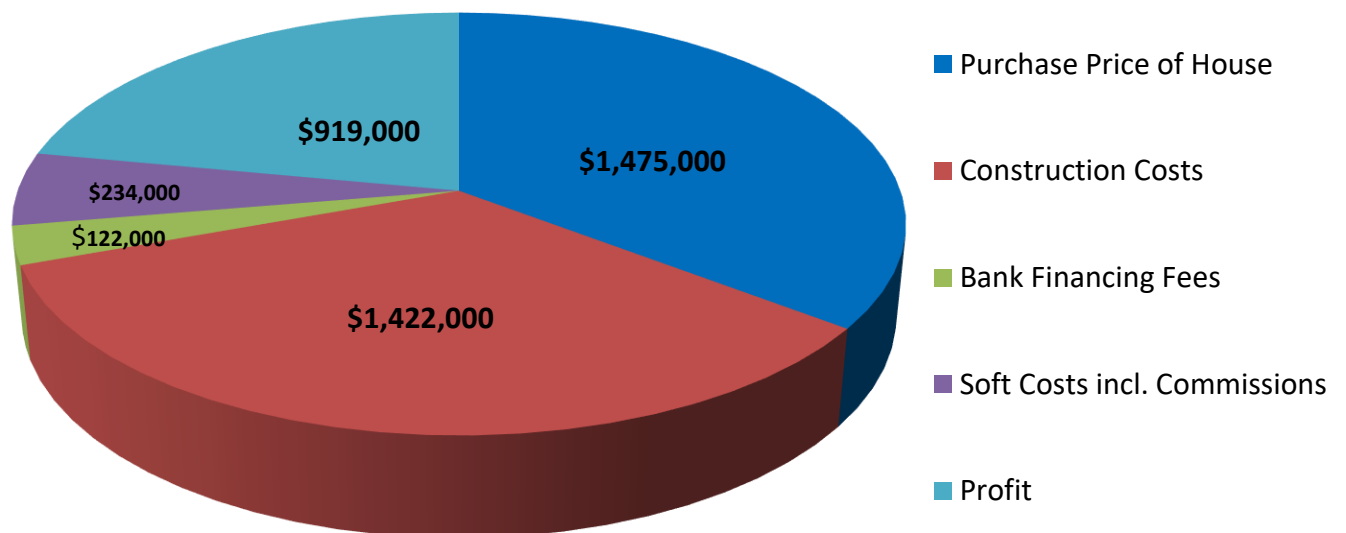
This opportunity presents JIDI an investment in two separate apartment complexes with Cohen Investment Group. The first property (Deerbrook) is located in Wilmington, NC. The second property (Chimneys) is located in Taylors, SC (inside of Greenville County) & less than 8 miles from the city of Greenville. These properties will be purchased to modernize, gain efficiency & resell allowing for investment diversification through two separate multi-unit assets. The investment will include quarterly cashflow & well positioned investor returns through sales of both properties. Total investment period is projected between two & five years but targeting three years.

6. CHARTS

**Growth of \$100,000 Over Ten Years
16% Growth Each Six Months Compared to 6% Annual Growth**



Lanier/CCRE Project



7. OBJECTIVES

A. PROJECTS & INVESTMENTS

Residential Projects	Development/Construction Projects	Long-term Hold Projects
<ul style="list-style-type: none"> • Up to 100% funding (up to 75% LTV) • No points, closing costs or interest • Fees range from 10-18% over 6 months • Payment deferred to closeout • Minimum project fee is \$15,000 • Also offer Joint Venture services • 1st lien & personal guarantee (PG) • All borrower partners pre-approved • Details in Parameters Document • Investor returns range from 12-20+% 	<ul style="list-style-type: none"> • 10-30% of requested equity • No points, closing costs or interest • Separate entity as limited partner/ Class B member under management • 8-12% PREF & 15-30% split (deferred) • Minimum project fee is \$15,000 • PG; additional collateral (case-by-case) • All sponsor partners pre-approved • Details in Equity Parameters Document • Investor returns range from 15-20+% • Projects range from 12-48+ months 	<ul style="list-style-type: none"> • 10-30% of requested equity • No points, closing costs or interest • Separate entity enters as limited partner/Class B member under mgt • 8-10% CoC w/ 6-10% addt'l at sale • PG; addt'l collateral (case-by-case) • All sponsor partners pre-approved • Details discussed on case-by-case • Projects range from 36-60 months

<ul style="list-style-type: none"> • Investor returns targeted at 12-20%+ on small single-family projects; 15 to 20%+ annually on development & construction projects with most treated as long-term capital gains, and 7+% (cash-flow) with 4-8% additional return (on sale or refinance) annually (10-15% combined) for hold projects. • From completed 16 projects, earned investor returns ranging from 15-22+% on 15 projects. • Not a fund as we raise investment capital from approved <u>accredited investors</u> on a deal-by-deal basis. • Investors subscribe to investment “units” ranging at \$25K to \$50K. Investors can acquire multiple units. • Investors normally have 2-6 weeks from formal project introduction until deposit of investment funds. • Once project approved for funding, construct offering summary with investment details &/or deliver project specific details to attorney for creation & dissemination of PPM for delivery to investors. 	<ul style="list-style-type: none"> • Monthly/quarterly updates on projects with frequent visits to project sites, tour projects with investors & speak with principals on a bi-weekly basis. • Most completed & currently executing projects in Washington DC to include Northern VA & MD. • Active in Carolinas & Georgia & markets providing best investment returns based on model & approach. • Provide investors all JIDI tax paperwork (e.g., K1s). • Semi-annual statements on past & projected returns. • Work with Self-Directed IRA (SDIRA) company. • Currently 130+ approved investors • Management invests personal funds in each project. • JIDI shares in profits with <u>no fees or profits unless investors first earn their offered Preferred Return.</u> • Principals do not take any management fees.
--	---

B. BUSINESS PARTNERS

Opportunities in the financial markets are abundant but banks have increased credit conditions making it extremely difficult for most investment-based borrowers to qualify for this traditional funding. In order to capitalize on these opportunities, individuals and businesses are seeking alternative sources of funding. JIDI's ability to provide this alternative source of financing offers opportunity to share in the overall profits from these projects.

We seek partners who are desiring long term relationships with JIDI. We do not look for one-time investments, but opportunities that can evolve into multiple projects and a long-term ongoing series of investments. The prospective partners we speak with have a range of experiences in their fields. Less experienced companies are required to give us a higher rate of return and level of collateral. With any partner and project, there are no guarantees for future funding as each new project is evaluated independently.

JIDI sees itself as both a funding entity as well as a potential "Angel" organization. Individuals and businesses can approach us with ideas and funding requirements for us to evaluate the proposal, professionals involved, and financial viability of the request. We have explored real estate and non-real estate projects and are open to all requests meeting our basic parameters. Our research and project review panel must first preapprove a funding request before we engage in a full due diligence process including identifying specific funds for the investment.

8. ACCREDITED INVESTOR QUESTIONNAIRE



JID Investments, LLC

Accredited Investor Questionnaire and Confidentiality/Non-Disclosure Agreement

Information regarding any investment in JID Investments LLC (“JIDI”) is available to individuals and entities qualifying as Accredited Investors within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended.

Each prospective investor must complete and sign the following Questionnaire and Confidentiality Agreement and return it by standard mail, email or by fax to JIDI. The prospective investor will be given access to information upon determination of investor status based upon the facts disclosed in this questionnaire and any other facts about the investor known by JIDI.

Return the signed and completed Questionnaire and Confidentiality Agreement to JIDI, PO Box 22677, Hilton Head Island, SC 29925. FAX: 1.866.611.0201. EMAIL: dsghatz@jidinvestments.com.

* YOUR NAME OR ENTITY NAME (IF APPLICABLE): _____

IF ENTITY, YOUR NAME AND POSITION: _____

* STREET ADDRESS: _____

* CITY: _____

* U.S. STATE/CANADIAN PROVINCE: _____

* INT’L PROVINCE/TERRITORY: _____

* ZIP/POSTAL CODE: _____ * COUNTRY: _____

* TAXPAYER ID NUMBER (SS#/EIN#/TIN#): _____

* PHONE NUMBER: _____ FAX NUMBER: _____

* EMAIL ADDRESS: _____

* Indicates required information.

Check the circle or circles below, which are next to the categories, under which the prospective investor qualifies as an Accredited Investor. You must check at least one circle below in order to complete this questionnaire.

FOR INDIVIDUALS:

- A natural person with individual net worth (or joint net worth with spouse) in excess of \$1 million USD. For purposes of this item, “net worth” means the excess of total assets at fair market value, excluding primary residence, but including home furnishings, rental property, business (and assets) and automobiles (and including non-primary residence property owned by a spouse), over total liabilities. PLEASE PROVIDE VALIDATION (INVESTMENT STATEMENT(S), BANK STATEMENT(S), ETC)
- A natural person with individual income (without including any income of the Investor’s spouse) in excess of \$200,000 USD, or joint income with spouse of \$300,000 USD, in each of the two most recent years and who reasonably expects the same income level in the current year. PLEASE PROVIDE VALIDATION (PAST TWO YEARS FORM 1040 – PAGE ONE ONLY)

FOR ENTITIES:

- An entity in which all of the equity owners are Accredited Investors. PLEASE PROVIDE OWNER VALIDATION (INVESTMENT STATEMENT(S), BANK STATEMENT(S), PAST TWO YEARS FORMS 1040 – PAGE ONE ONLY, ETC)
- A corporation, partnership, business trust, limited liability company or Section 501(c)(3) organizations with total assets in excess of \$5 million USD that was not formed for the specific purpose of investing in securities offered by JIDI. PLEASE PROVIDE VALIDATION (CURRENT BALANCE SHEET OR ENTITY TAX RETURN).
- A trust with total assets in excess of \$5 million USD, which is not formed for the specific purpose of investing in securities offered by JIDI, whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of this prospective investment. PLEASE PROVIDE VALIDATION (CURRENT BALANCE SHEET OR ENTITY TAX RETURN).
- A director, executive officer or general partner of JIDI.
- A broker-dealer registered pursuant to section 15 of the Securities Exchange Act of 1934. A bank or savings and loan association as defined in Section 3(a) of the Securities Act of 1933, whether acting in its individual or fiduciary capacity.
- An insurance company as defined in section 2(13) of the Securities Act of 1933.

- An investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act not formed for the specific purpose of investing in securities offered by JIDI.
- A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5 million USD.
- An employee benefit plan within the meaning of ERISA, provided, that the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is a bank, savings and loan association, insurance company or registered investment advisor, or that the employee benefit plan has total assets in excess of \$5 million USD; or, if the plan is self-directed, with investment decisions made solely by persons that are Accredited Investors.

You need to agree and positively answer all the clauses below by marking all the circles.

- (A) I represent and warrant:
 - (i) I am an individual, acting on my own behalf; and/or
 - (ii) I am acting on behalf of another person or entity.
- (B) I agree not to disclose any confidential information obtained from a correspondence to others, and to the terms and conditions outlined in the following CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.
- (C) I agree to notify JIDI promptly if my status as an "accredited investor" changes.

Confidentiality and Non-Disclosure Agreement

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made by and between JIDI and any affiliated companies.

RECITALS:

In addition to the information currently made publicly available, the User desires to review and discuss with authorized individuals details of the Company's operations and proposed business plan. In order to begin such review and discussions, each party must make available to the other party certain information concerning itself and its operations or products which each considers being non-public, confidential, or proprietary in nature. In order to induce the other party to make this information available to it, the other party is willing to accept such information upon, and to abide by, the terms and conditions set out herein.

NOW, THEREFORE in consideration of the foregoing, and of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

Section 1. Definition of Confidential Information.

For purposes of this Agreement, the term Confidential Information shall include, but not be limited to any item of proprietary information or trade secret of the Company or their respective partners, clients or vendors including investor lists, joint venture agreements, invoices, confidential selling and profit information, finances, earnings, volume of business, methods, products or services under development, systems, practices, plans, and other items of trade secrets, trade knowledge, and trade know-how, analyses, compilations, forecasts, studies, or other documents prepared by agents and representatives, including attorneys, accountants, and financial advisers of either party, and any other information each considers to be confidential.

Section 2. Confidentiality of Information.

All Confidential Information received by the Company or the User shall be kept confidential and shall not without the prior written consent of other party, be disclosed by the User or JIDI, its agents, representatives, or employees in any manner whatever, in whole or in part, to any person who is not a party to this Agreement. Each party hereto shall be responsible to the other party for any breach of this Agreement by itself, its agents, representatives, or employees. In addition, each party shall exercise all reasonable diligence and take all reasonable steps to protect Confidential Information disclosed by the other party under the terms of this Agreement. This Confidentiality Agreement shall remain in force for five (5) years. However, termination of this Agreement shall not relieve either party of its obligation to maintain the confidentiality of all Confidential Information.

Section 3. Return or Destruction of Confidential Information: Ownership.

All copies of the Confidential Information shall be returned to the originating party immediately upon written request therefore or, alternatively, shall be destroyed upon the request of the originating party, and any oral Confidential Information shall continue to be subject to the terms of this Agreement. Such destruction of such Confidential Information shall be confirmed in writing by an appropriate official of the destroying party. All Confidential Information shall remain the sole property of the party providing such information.

Section 4. Information Not Covered by Agreement.

The term Confidential Information shall not include such portions of the Confidential Information as: (a) are or become generally available to the public other than as a result of a disclosure by a party to this Agreement or; (b) become available to a party hereto on a non-confidential basis from a source other than the other party hereto (or an agent thereof) which is not prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation to the originating party or; (c) are independently developed without access to the Confidential Information of the other party or; (d) are known to a party hereto prior to the date of this agreement and which can be shown by competent evidence.

Section 5. Disclosure Under Legal Compulsion.

In the event that any party hereto becomes legally compelled to disclose any of the confidential information, such party shall provide the other party with prompt notice so that the protected may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or that the protected party waives compliance with the provisions of this Agreement, the disclosing party agrees

that it shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel that it is legally required to disclose and, further, shall exercise its best efforts to obtain reasonable, reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

Section 6. Injunctive Relief.

Each party hereto acknowledges that remedies at law may be inadequate to protect the other party against the breach of this Agreement, and each party hereby agrees in advance to the granting of injunctive relief in favor of the other party without the need of proof of actual damages.

Section 7. Entire Agreement: Amendments.

This Agreement, including the exhibits, schedules, lists and other documents and writings referred to herein or delivered pursuant hereto, all of which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter and there are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives.

Section 8. Waiver of Breach.

No covenant or condition of this Agreement can be waived except by written consent of the parties. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply &, until complete performance of said covenant or condition, said party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

Section 9. Notices.

All notices, offers, requests, demands, and other communications pursuant to this Agreement shall be given in writing and shall be deemed to be duly given and received on the date of delivery if delivered personally, or on the third day after the deposit in the United States mail if mailed by prepaid first class registered or certified mail, properly addressed with appropriate postage paid thereon, and addressed to the party at the following address:

If to the Company: JID Investments LLC, PO Box 22677, Hilton Head Island, SC 29925

If to the User: At the address specified in the Accredited Investor Questionnaire.

Or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

Section 10. Gender. Number.

Whenever the context of this Agreement so requires, the masculine gender shall include the feminine or neuter, the singular number shall include the plural, and reference to one or more parties hereto shall include all assignees of the party.

Section 11. Captions and Headings.

The section and paragraph captions and headings contained in this Agreement are for included reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 12. Governing Law Forum: Service of Process

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good.

Section 13. Severability.

In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, such a determination shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if the impermissible provision had never been contained herein.

Section 14. Corporate and Individual Authorization.

Each individual executing this Agreement on behalf of a corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a resolution of the Board of Directors duly adopted in accordance with the Bylaws of said corporation that this Agreement is binding on said corporation in accordance with its terms: and that this Agreement is not in violation of or inconsistent or contrary to provisions of any other agreement to which such corporation is a party. Each individual executing this Agreement warrants that he or she is duly authorized to execute and deliver this Agreement and that this Agreement is binding on said individual in accordance with its terms: and that this Agreement is not in violation of or inconsistent or contrary to provisions of any other agreement to which such individual is a party. By executing this Agreement, you acknowledge that you have read and understood the information provided above and that you accept and agree with the conditions and limitations set forth above.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective on the date written below.

By Accredited Investor:

_____ (Signature) _____ (Date)

By JID Investments LLC:

_____ (Signature) _____ (Date)

9. FAQ – FREQUENTLY ASKED QUESTIONS

1. Q: How can I receive an Executive Summary, Business Profile and Private Placement Memorandums (PPM)? Do you publish a newsletter?

A: Visit our website and view each of our company documents under Step #1 of “How do I become an Accredited Investor with JIDI” (<https://www.jidinvestments.com/home-cg0e>); However, PPMs will be sent only to those investors who have submitted a signed and accepted Accredited Investor Questionnaire (AIQ). Bi-annual newsletters are sent to our investors.

2. Q: How can I communicate with John Rubino and David Shatz?

A: Both can be reached through phone/text, email, Zoom or Skype & available by appointment.

John: Phone/text: 361 443-7054

Email: jrubino@jidinvestments.com

David: Phone/text: 843 540-3115

Email: dshatz@jidinvestments.com

3. Q: How can I ensure I get a JIDI Private Placement Memorandum (PPM) on potential projects?

A: Once a signed AIQ is received, accredited investor status verified and accepted by JIDI, PPMs will be presented as projects are approved for funding. Approved investors can also request a past or current PPM package to review as well.

4. Q: How does JIDI determine whether a project is acceptable as an investment versus passing on it?

A: JIDI has an extensive evaluation process. A checklist of multiple items must be completely satisfied. This checklist includes partner and contractor details, background checks, asset details, ratios, listings and costs of construction/rehabilitation items, other costs, verification of valuations, title searches, workman’s compensation and liability and property insurance, etc. JIDI also has a Due Diligence Consultant and an advisory panel of two experienced professionals & JIDI investors who assist with due diligence.

5. Q: Who are the Partners JIDI are investing in?

A: A partial listing is available in the Business Profile. Additional information is available.

6. Q: Once a project has been funded, how involved is JIDI?

A: JIDI is very involved with monitoring the project. We communicate regularly with the sponsor partner about progress, receive project updates and also visit the sites.

7. Q: If I have friends/family interested in JIDI projects, can I share information on the business?

A: We welcome you sharing information on JIDI with friends, family, associates, financial and legal advisors. Please note that the PPMs are for approved JIDI investors only.

8. Q: When will I be committed to a JIDI project if I show interest?

A: As a JIDI investor, you will receive Private Placement Memorandums on upcoming projects. If interested and want to invest, you will sign and return the commitment paperwork with the desired

investment amount. Once JIDI receives and accepts this paperwork, the investor will have a stated amount of time (usually between 5-14 days) to provide the funds to JIDI.

9. Q: Where do I send my funds when I am ready to invest in a JIDI project? If I decide to reinvest my investment and return(s), where does the money go and how do I get to track it?

A: Monies will be held in one of JIDI's Charles Schwab or TD Bank accounts. Accountings are regularly sent out and are easily supplied upon request. Specific details of how to provide funds for a specific project will be provided upon an investor's acceptance into the project.

10. Q: How am I updated on the progress of a property I am invested in?

A: Investors will be emailed regularly. You will be informed when the property is purchased, advancements in rehabilitation, listing of the property, sales activity, contract and closing details. You will also receive project updates as they are provided to JIDI principals from partnered businesses on a specific opportunity. JIDI also delivers semi-annual newsletters to investors and general contacts and provides financial statements to our investors.

11. Q: How are my profits from JIDI investment reported to the IRS and how do I pay my taxes?

A: Investor profits will be reported on either form 1099, which are sent out every January, or on form k-1, which are sent out every February. Which form will be sent depends on the formation of the project. Investors are responsible for reporting and paying the taxes on their earnings. Please consult your personal tax professional or our CFO, David Shatz, for more detail and guidance.

12. Q: How is my investment in the project protected?

A: This depends on the project type we are investing in. For short term projects, the investment(s) are secured as a whole by lien on the assets of the project or another asset. Typically, JIDI will secure a lien, at minimum for the amount of the funding PLUS JIDI's fee. A mortgage and/or note are also provided. Personal guarantees may be provided as well. For longer term projects JIDI will have limited collateral but will require at least 10% sponsor contribution ("skin") on the deal, no commitments or guarantees on debt lender liability and principals will invest on the deal.

13. Q: Can I see the properties I am investing my capital in?

A: Absolutely. You may visit the subject project. Upon request, we will arrange the appointment. Also, we will have pictures and/or videos available.

14. Q: When can I pull out my investment and returns if I commit to a JIDI project?

A: You will be notified approximately 30 days prior to the completion of a project. At that time, you will be asked if you want your funds held by JIDI (see #9 above) for upcoming new projects or disbursed to you. Funds will be available immediately upon receiving the funds from the attorney.

15. Q: Why do JIDI Partners pay the high rate on the use of funds, especially compared to bank rates?

A: One, because of the short-term nature of the investments, the fee we are paid is an acceptable cost that allows Partners these opportunities. Two, the difficulty, if not impossibility, of receiving conventional bank funding in today's banking environment.

JIDI strives to earn investors 16 to 20% annual returns (possibly more) with medium risk. Investors must realize that all investments have risk and real estate related investments are typically riskier with no assurances. JIDI is not liable to investors for the loss of principal and/or lower than anticipated earnings.