

# CONFIDENTIAL OFFERING MEMORANDUM

## 603 EDSSEL FORD LLC, LLC

# \$3,000,000.00

MAXIMUM MEMBERSHIP UNITS: 1000

MINIMUM MEMBERSHIP UNITS: 100

PRICE PER UNIT: \$1,000.00

MINIMUM INVESTMENT: \$100,000.00 ( 100 Units )

603 Edsel Ford LLC, LLC (herein “Company”), a Michigan Limited Liability Company, is offering a minimum of 100 and a maximum of 1000 Membership Units (hereinafter “Unit” or “Units”) for \$1,000.00 per Unit. The offering price per Unit has been arbitrarily determined by the company.

These are speculative securities, which involve a high degree of risk. Only those investors who can bear the loss of their entire investment should invest in these units.

	<b>Sale Price</b>		
Per Unit	\$1,000.00		
Minimum	\$20,000.00		
Maximum	\$1,000,000.00		

The securities offered herein have not been registered under the Securities Act of 1933, as amended (the “Act”), the securities laws of the State of Michigan, or under the securities laws of any other state or jurisdiction in reliance upon the exemptions from registration provided by the Act and/or Regulation D Rule 506(c) promulgated thereunder, and the comparable exemptions from registration provided by other applicable securities laws.

- (1) The Company reserves the right to waive the 100 Unit minimum subscription for any investor. The Offering is not underwritten. The Units are offered on a “best efforts” basis by the Company through its officers and directors. The Company has set a minimum offering amount of 100 Units with minimum gross proceeds of \$100,000.00 for this Offering. All proceeds from the sale of Units will be deposited will be delivered directly to the Company’s corporate account and be available for use by the Company at its discretion.
- (2) Units may also be sold by FINRA member brokers or dealers who enter into a Participating Dealer Agreement with the Company, who will receive commissions of up to 3% of the price of the Units sold. The Company reserves the right to pay expenses related to this Offering from the proceeds of the Offering. See “PLAN OF PLACEMENT and USE OF PROCEEDS” section.
- (3) The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Units have been sold, or (c) December 31 2019, or such date as may be extended from time to time by the Company, but not later than 180 days thereafter (the “Offering Period”.)

## **IMPORTANT DISCLOSURES**

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS.

BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE/SHE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

THERE IS NO TRADING MARKET FOR THE COMPANY'S MEMBERSHIP UNITS AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE UNITS WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE UNITS PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE UNITS IS BEING UNDERTAKEN PURSUANT TO RULE 506(c) OF REGULATION D UNDER THE SECURITIES ACT.

THE OFFERING PRICE OF THE SECURITIES TO WHICH THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM RELATES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE, OR POTENTIAL EARNINGS OF THE COMPANY, OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THE MEMORANDUM AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON.

THE MANAGEMENT OF THE COMPANY HAS PROVIDED ALL OF THE INFORMATION STATED HEREIN. THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OF THIS INFORMATION OR, IN THE CASE OF PROJECTIONS, ESTIMATES, FUTURE PLANS, OR FORWARD LOOKING ASSUMPTIONS OR STATEMENTS, AS TO THEIR ATTAINABILITY OR THE ACCURACY AND COMPLETENESS OF THE ASSUMPTIONS FROM WHICH THEY ARE DERIVED, AND IT IS EXPECTED THAT EACH PROSPECTIVE INVESTOR WILL PURSUE HIS, HER, OR ITS OWN INDEPENDENT DUE DILIGENCE INVESTIGATION.

IT MUST BE RECOGNIZED THAT ESTIMATES OF THE COMPANY'S PERFORMANCE ARE NECESSARILY SUBJECT TO A HIGH DEGREE OF UNCERTAINTY AND MAY VARY MATERIALLY FROM ACTUAL RESULTS.

IN ACCORDANCE WITH REGULATION D RULE 506(c) GENERAL SOLICITATION OR ADVERTISING IN WHATEVER FORM WILL OR MAY BE EMPLOYED IN THE OFFERING OF THE SECURITIES, INCLUDING THIS MEMORANDUM AND ANY AMENDMENTS AND SUPPLEMENTS HERETO, THE EXHIBITS HERETO, AND DOCUMENTS SUMMARIZED HEREIN.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL OR IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER IF THE PROSPECTIVE INVESTOR IS NOT QUALIFIED UNDER APPLICABLE SECURITIES LAWS.

THIS OFFERING IS MADE SUBJECT TO WITHDRAWAL, CANCELLATION, OR MODIFICATION BY THE COMPANY WITHOUT NOTICE AND SOLELY AT THE COMPANY'S DISCRETION. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF UNITS SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR. THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE INFORMATION OF THE PERSON TO WHOM IT HAS BEEN DELIVERED BY OR ON BEHALF OF THE COMPANY.

DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE PROSPECTIVE INVESTOR TO WHOM THIS MEMORANDUM IS DELIVERED BY THE COMPANY AND THOSE PERSONS RETAINED TO ADVISE THEM WITH RESPECT THERETO IS UNAUTHORIZED.

ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THE CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS STRICTLY PROHIBITED.

EACH PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL OTHER DOCUMENTS RECEIVED BY THEM TO THE COMPANY IF THE PROSPECTIVE INVESTOR'S SUBSCRIPTION IS NOT ACCEPTED OR IF THE OFFERING IS TERMINATED.

BY ACCEPTANCE OF THIS MEMORANDUM, PROSPECTIVE INVESTORS RECOGNIZE AND ACCEPT THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND DUE DILIGENCE BEFORE CONSIDERING A PURCHASE OF THE UNITS. THE CONTENTS OF THIS MEMORANDUM SHOULD NOT BE CONSIDERED TO BE INVESTMENT, TAX, OR LEGAL ADVICE AND EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN COUNSEL AND ADVISORS AS TO ALL MATTERS CONCERNING AN INVESTMENT IN THIS OFFERING.

Each prospective investor will be given an opportunity to ask questions of, and receive answers from, management of the company concerning the terms and conditions of this offering and to obtain any additional information, to the extent the company possesses such information or can acquire it without unreasonable efforts or expense, necessary to verify the accuracy of the information contained in this memorandum. If you have any questions whatsoever regarding this offering, or desire any additional information or documents to verify or supplement the information contained in this memorandum, please write or call:

603 EDSEL FORD LLC  
695 LIVERNOIS ST.  
FERNDALE, MI. 48220  
248-670-2011  
michael@designbuilddetroit.com

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**EXHIBITS:**

**EXHIBIT : SUBSCRIPTION AGREEMENT**

**I. SUMMARY OF THE OFFERING**

The following material is intended to summarize information contained elsewhere in this memorandum (hereinafter “Memorandum”). This summary is qualified in its entirety by express reference to this memorandum and the materials referred to and contained herein. Each prospective subscriber should carefully review the entire memorandum and all materials referred to herein and conduct his or her own due diligence before subscribing for membership units.

**a) The Company**

603 EDSEL FORD LLC, (“603 EDSEL FORD LLC”, or the “Company”), began operations on Sept 2017, with the purpose of 603 Edsel Ford LLC, began operations on Sept 2017, with the purpose of building/development of multi family developments. The Company’s legal structure was formed as a Limited Liability Company (LLC) under the laws of the State of Michigan on Sept 2017. Its principal offices are presently located at 695 Livernois St. Ferndale, Mi. 48220. The Company’s telephone number is 248-670-2011. The Managing Member of the Company is Michael Rivait

## **b) The Benefits of LLC Membership**

The Limited Liability Company (LLC) is a relatively new form of doing business in the United States (in 1988 all 50 states enacted LLC laws). The best way to describe an LLC is to explain what it is not. An LLC is not a corporation, a partnership nor is it a sole proprietorship. The LLC is a new hybrid that combines the characteristics of a corporate structure and a partnership structure. It is a separate legal entity like a corporation but it has entitlement to be treated as a partnership for tax purposes and therefore carries with it certain tax benefits for the investors.

The owners and investors are called *members* and can be virtually any entity including individuals (domestic or foreign), corporations, other LLCs, trusts, pension plans etc. Unlike corporate stocks and shares, members purchase membership units. *Members* who hold the majority of the membership units maintain controlling management of the LLC as specified in the LLC operating agreement.

The primary advantage of an LLC is limiting the liability of its members. Unless personally guaranteed, members are not personally liable for the debts and obligations of the LLC. Additionally, “pass-through” or “flow-through” taxation is available, meaning that (generally speaking) the earnings of an LLC are not subject to double taxation unlike that of a “standard” corporation. However, they are treated like the earnings from partnerships, sole proprietorships and S corporations with an added benefit for all of its members. There is greater flexibility in structuring the LLC than is ordinarily the case with a corporation, including the ability to divide ownership and voting rights in unconventional ways while still enjoying the benefits of “pass-through” taxation. The limited liability company is becoming the entity of choice for business in every realm. Due to its flexibility and tax advantages for all of its members, it will continue to gain momentum as more and more people learn of its existence.

## **c) Operations**

Our Mission: Focused on investing in Downtown Detroit. Redevelopment and stabilization of multi-family properties. OUR COMPETITIVE ADVANTAGE: Providing our investors with professional and on time, in house construction services for maximum profitability. We are a 30+ seasoned builder, we do not charge the project a developer fee or work with union companies. We manage in house, deal with local trades and suppliers to ensure maximum saving to complete the project on time and on budget! Design Build Detroit, a dynamic re-developer. Our property redevelopment model emphasizes on all aspects of sustainable energy efficient solutions with quality urban-style details. We offer our investment partners, real estate opportunities that earn safe and consistent profits!

## **d) The Offering**

The Company is offering a minimum of 100 and a maximum of 1000 Units at a price of \$1,000.00 per Unit, \$0.001 par value per unit. Upon completion of the Offering between 20 and 1000 units will be outstanding. Each purchaser must ex-



ecute a Subscription Agreement making certain representations and warranties to the Company, including such purchaser's qualifications as an Accredited Investor as defined by the Securities and Exchange Commission in Rule 501(a) of Regulation D promulgated. See "REQUIREMENTS FOR PURCHASERS" section.

**e) Risk Factors**

See "RISK FACTORS" section in this Memorandum for certain factors that could adversely affect an investment in the Units. Those factors include, but are not limited to unanticipated obstacles to execution of the Business Plan, general economic factors.

**f) Use of Proceeds**

Proceeds from the sale of Units will be used to: The company will use the proceeds of this offering to rehab the building.

**g) Minimum Offering Proceeds - Escrow of Subscription Proceeds**

The Company has set a minimum offering proceeds figure of \$100,000.00 (the "minimum offering proceeds") for this Offering. The Company has established an Investment Holding Account with Citizens, into which the minimum offering proceeds will be placed. At least 100 Units must be sold for \$100,000.00 before such proceeds will be released from the escrow account and utilized by the Company. After the minimum number of Units is sold, all subsequent proceeds from the sale of Units will be delivered directly to the Company. See "PLAN OF PLACEMENT - ESCROW ACCOUNT ARRANGEMENT" section.

**j) Registrar**

The Company will serve as its own registrar and transfer agent with respect to its Membership Units.

**k) Subscription Period**

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Units have been sold, or (c) December 31 2019, or such date as may be extended from time to time by the Company, but not later than 180 days thereafter (the "Offering Period".)

**II. REQUIREMENTS FOR PURCHASERS**

Prospective purchasers of the Units offered by this Memorandum should give careful consideration to certain risk factors described under "RISK AND OTHER IMPORTANT FACTORS" section and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Units and the resulting long term nature of any investment in the Company. This Offering is available only to suitable Accredited Investors.

**a) General Suitability Standards**

The Units will not be sold to any person unless such prospective purchaser or his or her duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

- i. The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Units;
- ii. The prospective purchaser's overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Units will not cause such overall commitment to become excessive; and
- iii. The prospective purchaser is an "Accredited Investor" (as defined below) suitable for purchase in the Units.
- iv. Each person acquiring Units will be required to represent that he, she, or it is purchasing the Units for his, her, or its own account for investment purposes and not with a view to resale or distribution. See "SUBSCRIPTION FOR UNITS" section.

**b) Accredited Investors**

The Company will conduct the Offering in such a manner that Units may be sold only to "Accredited Investors" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"). In summary, a prospective investor will qualify as an "Accredited Investor" if he, she, or it meets any one of the following criteria:

- i. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds \$1,000,000;
- ii. Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and who has a reasonable expectation of reaching the same income level in the current year;
- iii. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the "Exchange Act"); any insurance company as defined in Section 2(13) of the Exchange Act; any 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; any Small Business Investment Company (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any 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 \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors;

- iv. Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- v. Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code, corporation, business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- vi. Any director or executive officer, or general partner of the issuer of the securities being sold, or any director, executive officer, or general partner of a general partner of that issuer;
- vii. Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D adopted under the Act; and
- viii. Any entity in which all the equity owners are Accredited Investors.

**c) Other Requirements**

No subscription for the Units will be accepted from any investor unless he is acquiring the Units for his own account (or accounts as to which he has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof. Each prospective purchaser of Units may be required to furnish such information as the Company may require determining whether any person or entity purchasing Units is an Accredited Investor.

**III. FORWARD LOOKING INFORMATION**

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward-looking information. Those statements are subject to known and unknown risks, uncertainties and other factors, several of which are beyond the Company's control, which could cause the actual results to differ materially from those contemplated by the statements. The forward-looking information is based on various factors and was derived using numerous assumptions. In light of the risks, assumptions, and uncertainties involved, there can be no assurance that the forward looking information contained in this Memorandum will in fact transpire or prove to be accurate.

Important factors that may cause the actual results to differ from those expressed within may include, but are not limited to:

- a) The success or failure of the Company's efforts to The success or failure of the Company's efforts to successfully market its products and services as scheduled;
- b) The Company's ability to attract, build, and maintain a customer base;
- c) The Company's ability to attract and retain quality employees;
- d) The effect of changing economic conditions;
- e) The ability of the Company to obtain adequate debt financing if only a fraction of this Offering is sold;

These along with other risks, which are described under "RISK FACTORS" may be described in future communications to members. The Company makes no representation and undertakes no obligation to update the forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

#### **IV. RISK FACTORS**

Investing in the Company's Units is very risky. You should be able to bear a complete loss of your investment. You should carefully consider the following factors, including those listed in the accompanying business plan.

##### **a) Development Stage Business**

603 EDSEL FORD LLC commenced operations in Sept 2017 and is organized as a Limited Liability Company under the laws of the State of Michigan. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurances that 603 EDSEL FORD LLC will even operate profitably.

##### **b) Inadequacy of Funds**

Gross offering proceeds of a minimum of \$200,000.00 and a maximum of \$1,000,000.00 may be realized. Management believes that such proceeds will capitalize and sustain 603 EDSEL FORD LLC sufficiently to allow for the implementation of the Company's Business Plans. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop

its business and may need debt financing or other capital investment to fully implement the Company's business plans.

**c) Dependence on Management**

In the early stages of development the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon: Michael Rivait. The loss of Michael Rivait or any one of these individuals could have a material adverse effect on the Company. See "MANAGEMENT" section.

**d) Risks Associated with Expansion**

The Company plans on expanding its business through the introduction of a sophisticated marketing campaign. Any expansion of operations the Company may undertake will entail risks. Such actions may involve specific operational activities, which may negatively impact the profitability of the Company. Consequently, members must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert Management's attention and resources away from its existing operations, all of which factors may have a material adverse effect on the Company's present and prospective business activities.

**e) Customer Base and Market Acceptance**

While the Company believes it can further develop the existing customer base, and develop a new customer base through the marketing and promotion of the website, the inability of the Company to further develop such a customer base could have a material adverse effect on the Company. Although the Company believes that its product matrix and its interactive e-commerce products and services offer advantages over competitive companies and products, no assurance can be given that Company Name's products and/or e-commerce website will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations.

**f) Competition**

Competition for 603 Edsel Ford LLC and its products primarily comes from a single production company. Although a number of similar products of lesser quality do exist, none have made the significant market penetration or brand recognition as compared to our products. Having identified competitor #1 as competition, they do not have the diversity of products, services, or concepts that we possess. In addition, they have not captured the broadest base of the demographic audience. Other competitors such as competitor #2 do not effectively focus on this demographic segment with regard to relatable products. Consequently, they do not have the consistent staying power to capitalize on a significant portion of the overall market. While there does exist some current competition, Management believes that 603 Edsel Ford LLC products are demographically well positioned, best quality, and unique in nature. The expertise of Management combined with the innovative nature of its marketing approach, set the Company apart from its

competitors. However, there is the possibility that new competitors could seize upon 603 Edsel Ford LLC business model and produce competing products or services with similar focus. Likewise, these new competitors could be better capitalized than 603 Edsel Ford LLC, which could give them a significant advantage. There is the possibility that the competitors could capture significant market share of 603 Edsel Ford LLC intended market.

**g) Trend in Consumer Preferences and Spending**

The Company's operating results may fluctuate significantly from period to period as a result of a variety of factors, including purchasing patterns of customers, competitive pricing, debt service and principal reduction payments, and general economic conditions. There is no assurance that the Company will be successful in marketing any of its products, or that the revenues from the sale of such products will be significant. Consequently, the Company's revenues may vary by quarter, and the Company's operating results may experience fluctuations.

**h) Risks of Borrowing**

If the Company incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of members of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

**i) Management Discretion as to Use of Proceeds**

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Units offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

**j) Control by Management**

As of Aug 30 2019 the Company's Managing Member owned approximately 100% of the Company's outstanding units. Upon completion of this Offering, the

Company's Managing Members will own approximately 70% of then issued and outstanding units, and will be able to continue to control 603 EDSEL FORD LLC. Investor members will not have the ability to control either a vote of the Company's Managing Members or any appointed officers. See "MANAGING MEMBERS" section.

**k) Return of Profits**

The Company intends to retain any initial future earnings to fund operations and expand the Company's business. A member will be entitled to receive revenue profits proportionate to the amount of units held by that member. The Company's Managing Members will determine a profit distribution plan based upon the Company's results of operations, financial condition, capital requirements, and other circumstances. See "DESCRIPTION OF SECURITIES" section.

**l) No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets**

In certain cases, the Company may rely on trade secrets to protect intellectual property, proprietary technology and processes, which the Company has acquired, developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior products or technology. The protection of intellectual property and/or proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company, in common with other firms, may also be subject to claims by other parties with regard to the use of intellectual property, technology information and data, which may be deemed proprietary to others.

**m) Limited Transferability and Liquidity**

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his Units for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Units. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from 603 EDSEL FORD LLC, limitations on the percentage of Units sold and the manner in which they are sold. 603 EDSEL FORD LLC can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to 603 EDSEL FORD LLC, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Units and no market is expected to develop. Consequently, owners of the Units may have to hold their investment indefi-

nately and may not be able to liquidate their investments in 603 EDSEL FORD LLC or pledge them as collateral for a loan in the event of an emergency.

**n) Broker - Dealer Sales of Units**

The Company's Membership Units are not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange due to the fact that it is a limited liability company and not a corporation. The NASDAQ Stock Market, Inc. has recently enacted certain changes to the entry and maintenance criteria for listing eligibility on the NASDAQ SmallCap Market. The entry standards require at least \$4 million in net tangible assets or \$750,000 net income in two of the last three years. The proposed entry standards would also require a public float of at least \$1 million shares, \$5 million value of public float, a minimum bid price of \$2.00 per share, at least three market makers, and at least 300 shareholders. The maintenance standards (as opposed to entry standards) require at least \$2 million in net tangible assets or \$500,000 in net income in two of the last three years, a public float of at least 500,000 shares, a \$1 million market value of public float, a minimum bid price of \$1.00 per share, at least two market makers, and at least 300 shareholders.

No assurance can be given that the Membership Unit of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market until such time as the Managing Members deem it necessary and the limited liability company is converted to a corporation. As a result, the Company's Membership Units are covered by a Securities and Exchange Commission rule that opposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and will also affect the ability of members to sell their units in the secondary market.

**o) Long Term Nature of Investment**

An investment in the Units may be long term and illiquid. As discussed above, the offer and sale of the Units will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration, which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Units for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Units must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.



**p) No Current Market For Units**

There is no current market for the Units offered in this private Offering and no market is expected to develop in the near future.

**q) Compliance with Securities Laws**

The Units are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Michigan Securities Laws, and other applicable state securities laws. If the sale of Units were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Units. If a number of purchasers were to obtain rescission, 603 EDSEL FORD LLC would face significant financial demands, which could adversely affect 603 EDSEL FORD LLC as a whole, as well as any non-rescinding purchasers.

**r) Offering Price**

The price of the Units offered has been arbitrarily established by 603 EDSEL FORD LLC, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to 603 EDSEL FORD LLC.

**s) Lack of Firm Underwriter**

The Units are offered on a "best efforts" basis by the Managing Members of 603 EDSEL FORD LLC without compensation and on a "best efforts" basis through certain FINRA registered broker-dealers, which enter into Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any FINRA broker-dealer, will sell the maximum Units offered or any lesser amount.

**t) Projections: Forward Looking Information**

Management has prepared projections regarding 603 EDSEL FORD LLC's anticipated financial performance. The Company's projections are hypothetical and based upon a presumed financial performance of the Company, the addition of a sophisticated and well-funded marketing plan, and other factors influencing the business of 603 EDSEL FORD LLC. The projections are based on Management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by 603 EDSEL FORD LLC's independent accountants. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions, upon which the projections are based, however, invariably will not materialize due to the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into 603 EDSEL FORD

LLC' market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While Management believes that the projections accurately reflect possible future results of 603 EDSEL FORD LLC' operations, those results cannot be guaranteed.

**u) General Economic Conditions**

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's products. Management believes that the impending growth of the market, mainstream market acceptance and the targeted product line of the Company will insulate the Company from excessive reduced demand. Nevertheless, Management has no control over these changes.

**V. USE OF PROCEEDS <sup>1</sup>**

The Company seeks to raise minimum gross proceeds of \$100,000.00 and maximum gross proceeds of \$1,000,000.00 from the sale of Units in this Offering. The Company intends to apply these proceeds substantially as set forth herein, to secure land and contacts to start project.

**Management**

At the present time, three individuals are actively involved in the management of the Limited Liability Company. The Member Managers are:

Michael Rivait

**VI. MANAGEMENT COMPENSATION**

There is no accrued compensation that is due any member of Management. Each Manager will be entitled to reimbursement of expenses incurred while conducting Company business. Each Manager may also be a member in the Company and as such will share in the profits of the Company when and if revenues are disbursed. Management reserves the right to reasonably increase their salaries assuming the business is performing profitably, and company

revenues are growing on schedule. Any augmentation of these salaries will be subject to the profitability of the Business and the effect on the Business cash flows.

## **VII. BOARD OF ADVISORS**

The Company has established a Board of Advisors, which includes highly qualified business and industry professionals. The Board of Advisors will advise the Management team in making appropriate decisions and taking effective action. However, the Board of Advisors will not be responsible for Management decisions and has no legal or fiduciary responsibility to the Company.

## **VIII. LITIGATION**

The Company is not presently a party to any material litigation, nor to the knowledge of Management is any litigation threatened against the Company, which may materially affect the business of the Company or its assets.

## **IX. DESCRIPTION OF UNITS**

The Company is offering a minimum of 100 and a maximum of 1000 Units at a price of \$1,000.00 per Unit, \$0.001 par value per unit. Upon completion of the Offering between 100 and 1000 units will be outstanding. The units of ownership are equal in all respects, and upon completion of the Offering, the units will comprise the only representation of ownership that the Company will have issued and outstanding to date, upon close of the Offering.

Each member is entitled to one vote for each unit held on each matter submitted to a vote of the members.

Units are not redeemable and do not have conversion rights. The Units currently outstanding are, and the Units to be issued upon completion of this Offering will be, fully paid and non-assessable.

In the event of the dissolution, liquidation or winding up of the Company, the assets then legally available for distribution to the members will be distributed ratably among such members in proportion to their units.

Members are only entitled to profit distributions proportionate to their units of ownership when and if declared by the Managing Members out of funds legally available therefore. The Company to date has not given any such profit distributions. Future profit distribution policies are subject to the discretion of the Managing Members and will depend upon a number of factors, including among other things, the capital requirements and the financial condition of the Company.

## **X. TRANSFER AGENT AND REGISTRAR**

The Company will act as its own transfer agent and registrar for its units of ownership.

## **XI. PLAN OF PLACEMENT**

The Units are offered directly by the Managing Members of the Company on the terms and conditions set forth in this Memorandum. FINRA brokers and dealers may also offer units. The Company is offering the Units on a “best efforts” basis. The Company will use its best efforts to sell the Units to investors. There can be no assurance that all or any of the Units offered, will be sold.

### **a) Escrow of Subscription Funds**

Commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Units will be deposited in an 603 Edel Ford LLC escrow account. The Company has set a minimum offering proceeds figure of \$100,000.00 for this Offering. The Company has established an Investment Holding Account with Citizens Bank, into which the minimum offering proceeds will be placed. At least 100 Units must be sold for \$100,000.00 before such proceeds will be released from the escrow account and utilized by the Company. After the minimum number of Units are sold, all subsequent proceeds from the sale of Units will be delivered directly to the Company and be available for its use. Subscriptions for Units are subject to rejection by the Company at any time.

### **b) How to Subscribe for Units**

A purchaser of Units must complete, date, execute, and deliver to the Company the following documents, as applicable. All of which are included as part of the Investor Subscription Package:

- i. An original signed copy of the appropriate Subscription Agreement;
- ii. A check payable to “603 EDSEL FORD LLC” in the amount of \$1,000.00 per Unit for each Unit purchased as called for in the Subscription Agreement (minimum purchase of 100 Units for \$100,000.00).

Purchasers of Units will receive an Investor Subscription Package, two copies of the Subscription Agreement and PPM.

**XVI. ADDITIONAL INFORMATION**

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Company possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum. The principal executive offices of the Company are located at:

603 EDSEL FORD LLC, LLC  
695 LIVERNOIS ST  
FERNDAL MI 48220  
248-670-2011  
michael@designbuilddetroit.com

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals as of the date and year set forth on the first page herein.

**MEMBER**

SIGNED, SEALED AND DELIVERED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_

**WITNESS**

\_\_\_\_\_  
\_\_\_\_\_

**NOTARY PUBLIC**

MY COMMISSION EXPIRES:

Investor's Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Taxpayer I.D.: \_\_\_\_\_

Email Address: \_\_\_\_\_

