

No: _____

MIGSIF LLC

Private Placement Memorandum

Confidential - Proprietary - Not An Offer To Sell

Original offering date July 10, 2009
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Agreement to Non Disclosure

This document is not to be reproduced in whole or in part. By your acquisition of this document, you agree to maintain the confidentiality of the information contained herein. If you are in possession of a copy that has not been signed out to you, immediately return the document to MIGSIF LLC.

SPECIAL NOTICE

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. NO FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY HAS RECOMMENDED THESE SECURITIES. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

IN ADDITION TO THE FOREGOING, THERE ARE SUBSTANTIAL RESTRICTIONS ON THE TRANSFERABILITY OF THE DEBT SHARES CONTAINED IN THE SHAREHOLDERS' AGREEMENT DESCRIBED HEREIN AND IMPOSED BY THE LACK OF A PUBLIC MARKET FOR THE DEBT SHARES.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT AUTHORIZED.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE INTENDED OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX CONSEQUENCES FROM AN INVESTMENT IN THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT EXISTING LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUCT THIS MEMORANDUM AS LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN COUNSEL AND ACCOUNTANT FOR ADVICE CONCERNING THE VARIOUS LEGAL, TAX AND ECONOMIC CONSIDERATIONS RELATING TO HIS INVESTMENT.

NO OFFERING LITERATURE OR ADVERTISING IN ANY FORM SHALL BE EMPLOYED IN THE OFFERING OF THESE DEBT SHARES OTHER THAN THIS MEMORANDUM AND DOCUMENTS REFERRED TO HEREIN. NO PERSONS OTHER THAN THE DIRECTORS AND OFFICERS OF THE COMPANY HAVE BEEN AUTHORIZED TO MAKE REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THE DEBT SHARES, EXCEPT THE INFORMATION CONTAINED HEREIN, AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN OR OTHERWISE SUPPLIED BY THE COMPANY MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR ANY OF ITS DIRECTORS AND OFFICERS.

A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR ANY DEBT SHARES UNLESS SATISFIED THAT HE OR SHE AND HIS INVESTMENT REPRESENTATIVE HAVE ASKED FOR AND RECEIVED ALL INFORMATION THAT WOULD ENABLE HIM OR BOTH OF THEM TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

THIS MEMORANDUM CONTAINS CERTAIN SUMMARIES BELIEVED TO BE ACCURATE OF CONTRACTS OR OTHER DOCUMENTS RELATED TO THE COMPANY AND THE OFFERING, INCLUDING THE SHAREHOLDERS' AGREEMENT AND THE SUBSCRIPTION AGREEMENT ATTACHED HERETO AS EXHIBITS. THIS MEMORANDUM DOES NOT CONTAIN ALL OF THE INFORMATION SET FORTH IN SUCH DOCUMENTS, HOWEVER, AND REFERENCE IS MADE THERETO AND TO THE OTHER DOCUMENTS REFERRED TO HEREIN, ALL OF WHICH WILL BE MADE AVAILABLE FOR INSPECTION BY THE COMPANY UPON REQUEST IF NOT ATTACHED HERETO. ALL SUMMARIES CONTAINED IN THIS MEMORANDUM, INCLUDING INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO SUCH DOCUMENTS, ARE QUALIFIED BY THIS REFERENCE.

ALL SUBSCRIPTIONS FOR DEBT SHARES OFFERED HEREBY ARE SUBJECT TO ACCEPTANCE BY THE COMPANY, AND THE COMPANY RESERVES THE RIGHT TO REJECT, IN WHOLE OR IN PART, ANY SUBSCRIPTION, TO ALLOCATE TO A SUBSCRIBER A SMALLER NUMBER OF DEBT SHARES THAN THE NUMBER SUBSCRIBED AND TO WITHDRAW THE OFFER AT ANY TIME.

DURING THE COURSE OF THE OFFERING AND PRIOR TO SALE, EACH OFFEREE AND HIS ATTORNEY, ACCOUNTANT OR OTHER ADVISOR AS TO FINANCIAL MATTERS, IF ANY, IS INVITED TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY'S BUSINESS AND AFFAIRS, AND ANY OTHER RELEVANT MATTERS AND IS ENTITLED TO OBTAIN ADDITIONAL INFORMATION THE COMPANY POSSESSES OR CAN ACQUIRE WITHOUT UNREASONABLE EFFORT OR EXPENSE THAT IS NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH IN THIS MEMORANDUM. ANY ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE COMPANY BY MAKING AN INQUIRY TO:

MIGSIF LLC, Cherif Medawar, 121 South Orange Ave, Suite 1500, Orlando, Florida 32801, Phone (408) 858-5748.

CALIFORNIA STATE DISCLOSURES

Ownership of Debt Shares of the company involves a high degree of risk and is not recommended for any investor who does not have a substantial net worth, who is not in a high federal income tax bracket, and who cannot afford a total loss of his investment.

This offering is being made to a limited number of potential investors. The Debt Shares offered hereby are not being registered with the S.E.C., in reliance upon the exemptions from registration pursuant to Regulation D of the act, rule 506 as promulgated by the S.E.C. pursuant to the act and similar exemption provisions of the states in which this offer is being made. Purchasers of the DEBT SHARES will be required to represent to the company that the DEBT SHARES are being acquired for investment only.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE CALIFORNIA CORPORATIONS CODE BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER THE SECURITIES OFFERED HEREBY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSION OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

This memorandum is submitted in connection with the private placement of these Debt Shares and may not be reproduced or used for any other purpose.

The company will make available at a reasonable time prior to the consummation of the transactions contemplated herein, to each purchaser of Debt Shares and his representative(s) the opportunity to ask questions of, and receive answers from the officers of the company concerning the terms and conditions of this offering, and to obtain any additional information, to the extent they possess such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information set forth herein.

Prospective investors are not to construe the contents of this memorandum or any prior or subsequent communication from the company, their affiliates or any professional associated with this offering as legal, tax or investment advice. Each investor should consult with and rely on his own personal counsel, accountant and other advisors as to legal, tax and economic implications of the investment described herein and its suitability for the investor.

This offer is for the purchase of Debt Shares in the company only and does not constitute an offer or solicitation for investment in the company's business products, services or equity. In exchange for this investment, the purchaser shall be compensated as specified in the Promissory Note.

This memorandum does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. It contains a fair summary of the material terms of documents purported to be summarized herein.

No distribution of this memorandum in whole or in part, or the divulgence of any of its contents, is permitted unless authorized in writing by the company. No offering literature or advertising in whatever form shall be employed in the offering of these Debt Shares, except the information contained herein or authorized by the company. No person has been authorized to make representations, or give any information, with respect to these Debt Shares, except the information contained herein.

No dealer, salesman or any other person has been authorized to give any information to or make any representation other than those contained in this offering circular and if given or made, such information or representation must not be relied upon as having been authorized by the company. This offering circular does not constitute an offer or solicitation by anyone in any state in which such offer or solicitation is not authorized, or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

This memorandum does not constitute an offer or solicitation to anyone in any state or in any jurisdiction in which such an offer or solicitation is not authorized.

FORWARD-LOOKING STATEMENTS

THIS STATEMENT IS BEING INCLUDED IN CONNECTION WITH THE SAFE HARBOR PROVISION OF THE PRIVATE SECURITIES LITIGATION REFORM ACT. THIS MEMORANDUM CONTAINS FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE BASED UPON MANAGEMENT'S CURRENT EXPECTATIONS, BELIEFS, AND ASSUMPTIONS ABOUT FUTURE EVENTS, AND ARE OTHER THAN STATEMENTS OF HISTORICAL FACT AND INVOLVE A NUMBER OF RISKS AND UNCERTAINTIES. THE USE IN THIS MEMORANDUM OF WORDS SUCH AS "BELIEVES," "ANTICIPATES," "EXPECTS," "INTENDS", "OBJECTIVES" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, BUT ARE NOT THE EXCLUSIVE MEANS OF IDENTIFYING SUCH STATEMENTS. IN ADDITION TO THOSE FACTORS DISCUSSED HEREIN, IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE IN FORWARD-LOOKING STATEMENTS ARE, AMONG OTHERS, MARKET ACCEPTANCE OF THE COMPANY'S SERVICES AND PRODUCTS, COMPETITION AND THE AVAILABILITY OF FINANCING.

INTRODUCTION

MIGSIF LLC (the “Company”) is a California limited liability company formed to raise capital and engage in the business of investing in all forms of distressed real estate, including but not limited to, buying and holding and/or selling residential and commercial properties and Notes on such properties nationwide including US territories. It is the intent of the Company to purchase properties and to buy and create secured real estate and/or business Notes and Loans (all herein referred to as “Property” or “Properties”) with the intention of receiving cash flow and/or re-selling them at a profit to realize stable returns for Investors. Properties and collateral range from single-family homes to commercial business properties.

Investors are “Debt Investors” and do not hold an equity position in the Company. The Company executes a Promissory Note to each Investor in the amount of capital loaned to the Company for the purchase of the Property (“Debt Shares”). Title to Property is held in the name of MIGSIF LLC. The Promissory Note secures each investor’s interest against all Properties and assets in the Company.

One of the methods the Company uses to acquire Property is through local foreclosure auction markets (“Trustees Sales”). Foreclosure auctions are large and steady markets often dominated by small numbers of local, wealthy and long-term investors. Over the years, foreclosure auction investing has been a steady and profitable business for many of these investors who have managed to dominate their local markets through their expertise and aggressive bidding strategies. During past recessions, as well as during affluent times, these investors have been able to successfully purchase properties at below market prices, make the necessary property improvements and resell the properties at substantial profits.

Most other investors have difficulty competing successfully at these foreclosure auctions because of the demanding nature of the business, which requires an experienced and well-managed team to track the properties going to auction, research property title, obtain the capital needed to bid competitively, pursue the legal steps required to evict the occupants and make the necessary improvements to sell the properties in a timely and profitable manner- all in a systematic, automated, repeatable and scalable business model.

The Company consists of a series of strategic relationships created with key executives to deploy the capital in a safe, ethical and profitable manner. Currently the company is dealing with a team of experienced real estate professionals who have earned substantial profits acquiring, improving, holding and/or selling properties, including at local foreclosure auctions. The team intends to use the Company’s assets to increase their business volume and continue competing successfully in their markets

While initially there has been a substantial increase in the number of foreclosures nationwide due to the housing market collapse of 2007 - 2009, the foreclosure auction business has historically been especially profitable in the State of California as well as other states due to the limited inventory and a large population of qualified buyers during all market cycles.

Since the Company buys Properties at below market prices in desirable locations, profit margins have historically been high enough to provide safe, secure and exceptional returns to Investors.

THE OFFERING

The following information is a summary of the offering and is qualified in its entirety by the information appearing elsewhere in this Private Placement Memorandum (“PPM”). A thorough reading of the PPM is recommended. It is suggested that you seek the advice of your trusted advisor, whether that be your attorney, CPA or Financial Advisor, before investing in this offering.

The Debt Shares have not been registered under the Securities Act or any applicable State securities laws and are being sold in reliance upon an exemption from the registration requirements provided by Regulation D promulgated under the Securities Act and exemptions provided under such state securities laws.

Objective	MIGSIF LLC (the “Company”) is a California Limited Liability Company formed primarily for the purpose of raising capital to engage in the business of buying, selling, and or holding residential and commercial real estate and real estate notes nationwide Fund may issue loans secured by real estate or business assets to entities or individuals with proper due diligence at the sole discretion of the Manager.
Capitalization	The Company, through a REG D 506 offering, is permitted to raise an unlimited amount through a Debt Offering (the “Maximum Offering”).
Term of Offering	The specific date of dissolution of MIGSIF LLC is December 31, 2033, unless the Company is dissolved earlier. However, the Company may suspend, close or end this Offering at any time or during certain periods as it deems necessary.
Debt Offering	This is a Secured Debt Offering only. This is not an equity offering.
Investor Qualifications	This investment is open to an unlimited number of “Accredited Investors” only, as defined in Regulation D under the Securities Act (see Investor Suitability Standards).
Periodic Distributions	Accrued interest, which begins accruing the day after Investor funds are received, is distributed on February 28 and August 31 only.
Distributions to Investors	Distributions of accrued interest from the sale of

	Properties shall be made semi-annually by February 28th and August 31st. Accrued interest will always be paid on the previously specified disbursement dates.
Withdrawals	<p>Withdrawal of principal may be permitted with twelve (12) months advance notice. Such advance notice period may be changed with a reasonable advance notice if the market slows down or the company changes the nature and mix of assets being purchased in the fund. Investors may select automatic rollover of principal into additional Debt Shares. Interest on principal can never be rolled over. The company may redeem an investor capital anytime within the 12 months period and if withdrawal demand is for shorter period a liquidation fee may be assessed at Manager’s discretion based on current real estate transactions</p> <p>Investors may send their withdrawal request by email to CherifMedawar@yahoo.com.</p>
No Liquidity	No public market exists, nor is a public market expected to develop, for the Debt Shares (see Risk Factors).
Risks	Investment in Secured Debt Shares is subject to various risks. Risks should be carefully evaluated before investing. There is no market for the Debt Shares. There are no guarantees that any investment will be profitable. Past results of the Manager, Key Principals, or its Affiliates is no guarantee of future performance.
Total Securities Allowable	The Company, through a REG D 506 offering, is permitted an unlimited amount of Debt Shares (the “Maximum Offering”).
Shares Being Offered and Amount of Offering	The Company intends to raise capital without specifying an upper limit on future raises.

Debt Share Classes	<p>There are three (3) classes of Debt Shares:</p> <ol style="list-style-type: none"> 1. “A” Shares – Pay 8% simple interest calculated annually. “A” Shares are available only to those who have attended wealth retreat events presented by Cherif Medawar and/or a minimum investment of \$250,000. 2. “B” Shares – Pay 6% simple interest calculated annually. “B” Shares are available only to existing members of Cherif Medawar’s training companies and/or a minimum investment of \$100,000. 3. “C” Shares – Pay 4% simple interest calculated annually. “C” Shares are available to IRA Administrators and Custodians, <u>Pension Funds and Insurance companies as well as other entities with special liquidity, diversification and a minimum number of units required for investment at Managers sole discretion</u> <p>Fund Manager may make exceptions through addendums at its own discretion based on amount invested regarding returns and length of time money shall be committed to the fund. Exceptions may include entities such as Funds using MIGSIF as a Fund of Funds with a separate agreement between the Manager and such entities</p> <p>All debt shares are secured by the property of the Company as described in the Promissory Note.</p>
Closing	The Company may close the offering at any time and may close the offering on a temporary basis from time to time as it deems necessary
Investor Expenses	Purchasers of Debt Shares will be responsible for their own fees and expenses, including the costs, fees and expenses of their counsel and other advisors
Subscription Documents	The purchase of the Debt Shares will be made pursuant to a Subscription Agreement that will contain, among other things, customary representations and warranties by the Company, investment representations of the purchasers, including representations that may be required by the

	Securities Act and applicable state “blue sky” laws, and appropriate conditions to closing, including, but not limited to, qualification of the offer and sale of the Shares issuable upon conversion thereof under applicable state “blue sky” laws (see Subscription Procedures).
Use of Qualified Funds	<p>Investors may use Qualified Funds (401k, SEP, IRA, etc.) to purchase Debt Shares; however, the Investor must still be an Accredited Investor. In order to invest Qualified Funds, those funds must be in a self directed IRA or 401k. Holders of these funds will want to discuss the options of where and how these funds are to be held for self-directed investment with a qualified professional.</p> <p>Investors using IRA accounts may be directed to use a designated IRA company as instructed by Manager for low fees and ease of reinvestment of interest</p>
Debt	Properties are usually acquired for all cash. Should the Company borrow against a Property (using funds outside of the Investor group); the loan-to-value ratio (“LTV”) shall never exceed 75% of the Property’s fair market value to minimize risk.
Fund Partnerships	The Company may partner with other investors to acquire or hold assets.
Assignment to Fund by Managers & Key Principals	The Managers & Key Principals reserve the right to acquire Properties with their own monies to gain control of the Properties and then assign the Properties to MIGSIF LLC. The Managers and/or Key Principals will be entitled to full reimbursement for all costs, management fees and assignment fees.
Compensation to Managers & Key Principals	The Managers and Key Principals will be compensated from the profits of the sale of Properties after each Investor has been paid as agreed. If there are any outstanding arrearages from prior Property sales, the Managers and Key Principals will defer their compensation until all arrears are brought current unless the Managers elect to front such short fall.

THE FUND

Structure	The Company is a California limited liability company.									
LLC Ownership	<p>Shares Authorized- 500</p> <table border="1"> <thead> <tr> <th>Owner</th> <th># Units</th> <th>Voting</th> </tr> </thead> <tbody> <tr> <td>Cherif Medawar</td> <td>5</td> <td>Yes</td> </tr> <tr> <td>Original Resources, Inc.</td> <td>495</td> <td>Yes</td> </tr> </tbody> </table>	Owner	# Units	Voting	Cherif Medawar	5	Yes	Original Resources, Inc.	495	Yes
Owner	# Units	Voting								
Cherif Medawar	5	Yes								
Original Resources, Inc.	495	Yes								
Priority of Distributions	<p>The priority of payments from the sale of Company assets is as follows:</p> <ol style="list-style-type: none"> 1. Associated asset cost 2. Company operating overhead 3. Accrued Investor interest 4. Investor principal 5. MIGSIF LLC dividends 									
Reports to Investors	Since this is a Debt Offering, and all Investors are Accredited Investors, the company shall not distribute financial reports to Investors									
Fees to Investors	There are no subscription fees, no investments fees, no withdrawal fees and no penalty fees in conjunction with this offering.									

THE MANAGERS & KEY PRINCIPALS/EXECUTIVES

<p>The Managers</p>	<p>95% Original Resources, Inc., a Puerto Rico Corporation located at 255 Tanca St., Old San Juan PR 00901. Cherif Medawar is the sole controlling shareholder of Original Resources.</p> <p>5% Cherif Medawar possesses over 25 years' experience investing successfully in commercial and residential real estate as well as mortgage notes and financing. He has personally managed, acquired and/or held many types of hotels, retail and office Properties in the US and Caribbean. Mr. Medawar is also a business developer and an angel investor. He is the founder of several training organizations and investment institutions.</p>
<p>Key Principals/Executives</p>	<p>Cherif Medawar spends his time investing and teaching his entrepreneurial business philosophies and practices to his student/investors. He continues to develop and grow his educational and investment programs in business, real estate and securities trading. He has been disseminating such programs through his training companies since 1999. He offers many investment opportunities exclusively to his student/members and continues to grow his database of loyal followers safely, profitably and ethically. His methods and systems have proven to work based on universal principles.</p>
	<p>Other Key Principals, Executives and/or strategic relationships are formed or discontinued from time to time based on projects and opportunities that add value and profits to the Company on a transaction-by-transaction basis.</p>

INVESTOR SUITABILITY STANDARDS

The purchase of Debt Shares involves significant risks and is NOT a suitable investment for all potential Investors. See ("Risk Factors").

For the reasons described below and under "Risk Factors" the purchase of Debt Shares should be considered a long-term investment. A prospective Investor, in determining whether a Debt Share is a suitable investment, should consider carefully that there will be a limited number of Debt Shares sold and transferability thereof will be limited or non-existent; no public or secondary market exists or is likely to develop for the Debt Shares or any component thereof; the Debt Shares have not been registered under the Securities Act of 1933 and; accordingly, they cannot be resold unless each is so registered or an exemption from such registration requirement is available. Each Investor will be required to acknowledge in writing to the company that he understands that his Debt Shares and the components thereof may not be resold except in compliance with such registration provisions as well as restrictions on resale imposed by the laws of certain States. The Company will not undertake to register the Debt Shares for resale under the act or to issue public information in such form as to make available the use of Rule 144 under the Securities Act of 1933 for resale of the Debt Shares.

The economic benefit of an investment in the Debt Shares depends on the ability of the Company to successfully buy and resell Properties at a profit sufficient to cover all costs and accrued interest. The accomplishment of such goals in turn depends on many factors beyond the control of the company. See "Risk Factors."

Accordingly, the suitability for any particular Investor of a purchase of the Debt Shares will depend upon, among other things, such Investor's objectives and their ability to accept highly speculative risks, including the risk of total loss of his or her investment in the Debt Shares. **Each Investor must have a net worth equal to at least three times the amount of their purchase.**

Purchase of the Debt Shares is suitable only for persons of economic means who have no need for liquidity in this investment and who have adequate means of providing for their current needs, even if investment in the Debt Shares results in a total loss. Accordingly, no Investor should purchase Debt Shares with funds that they may need to convert into cash and for which he cannot bear the risk of loss. The Company reserves the right to accept or reject any subscription to purchase Debt Shares. The Managers reserve the right to admit or deny anyone's participation in the fund with or without cause.

Investors must be Accredited Investors as defined in Regulation D under the Securities Act.

TERMS OF THE OFFERING

Return on Investor Debt Shares

When the Company accepts an Investor's Subscription Agreement, the Investor's investment will be secured by a Promissory Note from the Company. From the date Investor funds are received by the Company, Investor loan interest will begin to accrue. Accrued interest is paid on February 28th and August 31st. Interest shall cease to accrue on the date the withdrawal check is written and mailed to the investor.

RISK FACTORS

Any investment in Debt Shares involves a high degree of risk. Investors should carefully read and consider the risks described below in tandem with other information contained in the Offering Materials before deciding whether to purchase Debt Shares. If any of the following risks actually occur, the Company's business, financial condition and results of operations could be adversely affected. In such case, Investors may lose part, or even all, of their investment in Debt Shares.

Risk Factors Involving Investment in Real Estate

Real Estate Market Cyclicity and Vulnerability to Economic and Other Conditions; Variability of Returns.

Traditionally, the real estate industry is cyclical in nature. It may experience dramatic swings in value. Real estate has generally appreciated in value over long periods of time. However, we cannot assure you that appreciation will continue to occur, and the real estate market has softened significantly in recent years

The Company will be subject to the risks of purchasing, rehabbing and holding and/or selling real estate.

The Company will be subject to all the risks incident to ownership of real estate, many of which relate to the general illiquidity of real estate investments. These risks include, but are not limited to, changes in general or local economic conditions, earthquakes, acts of God and other factors beyond the control of the Managers. The illiquidity of real estate investments may also impair the ability of the Managers to respond promptly to changing circumstances.

The Company can provide no assurance that any Property in which it invests will be successful. Problems and delays may be encountered after the purchase, including tenant relations issues, rehab schedules, selling delays and otherwise. Some of the other elements of risk (as discussed herein) may impact the Company's schedule for acquiring, developing and selling Properties. Further, the value of real estate investments fluctuates due to many factors, including conditions in the general economy and the real estate business. These conditions may limit one of more Property's revenues and available cash.

Uncertainty as to future economic conditions.

The potential economic benefit to Investors will be the realization of appreciation upon sales of the Properties purchased by the Company, and the cash flow produced by rental income during the period the company holds Properties. Both the holding period and the sales price at the time a Property is sold will depend upon the strength of the local and national economies and the effective demand for similar Properties at the time of sale. Neither future economic conditions nor the economic factors that will bear upon the sales price of a Property in the future can be predicted with any certainty. Because of the uncertainty of market conditions that may affect the future disposition of its Property investments, the Company cannot assure the Investors that it will be able to sell the Properties at a profit in the future. If a Property does not appreciate beyond its purchase price, plus the fees paid to develop the Property, the Company and its Investors could be adversely economically affected.

Adverse economic conditions could negatively affect returns.

The length and severity of any economic downturn cannot be predicted. The Company's cash flow could be negatively affected to the extent that an economic downturn is prolonged or becomes more severe.

The Company faces strong competition.

The real estate industry is intensely competitive. The Company will compete with other companies and private individuals attempting to pursue the same or similar business strategies. While the Company's objective is to develop a niche and market that may be less competitive than other real estate markets, there is no guarantee that it can maintain a competitive position. Moreover, there are no significant barriers to entry that would prevent additional competition from entering into the Company's market segment. Additional bidders in any trustee's sale auction will tend to increase purchase prices, and competition for buyers between listings of similar properties will tend to increase costs and reduce resale prices; competition in either or both cases will tend to reduce profit margins.

Illiquidity of any particular Property may limit its value.

Real estate investments are relatively illiquid. There can be no assurance that a Property can be sold when necessary, or that the price received upon disposition will recoup or exceed the cost of the Property and improvements thereto. The fund manager accounts for the illiquidity factor by keeping cash reserves and transacting in several properties, locations and opportunities simultaneously.

Uninsured and underinsured losses could result in a loss of value of a Property.

There are certain types of losses, generally of a catastrophic nature, such as earthquakes, that may be uninsurable or not economically insurable. The Managers will use their discretion in determining amounts, coverage limits and deductibility provisions of insurance, with a view to acquiring appropriate insurance for each Property at a reasonable cost and on suitable terms. This may result in coverage that, in the event of a substantial loss, would not be sufficient to pay the full current market value or current replacement cost. Under such circumstances, the insurance proceeds received with respect to a Property might not be adequate to restore the Company's economic position. It is known the value of properties in California especially in the San Francisco Bay Area is based on the land, and that such land is at risk from earthquake or other associated damage. In the earthquake of the early 1900's the majority of damage was caused by fire and not as compared to the movement of the earth. In order to protect against the losses from such natural disasters the fund Manager will make every effort to maintain economically feasible risk coverage for each property from the acquisition date to the disposition date.

There are additional substantial risks involved with rehabbing real estate. Potential risks can include liability from workers or visitors to the various sites. The Company will carry liability insurance to reduce the risk of losses from any such accidents.

Possible need for additional financing.

The Company may need to raise additional capital to address liquidity needs caused by shortfalls in revenue or unanticipated expenses. There can be no assurance that additional financing will be available when needed on terms favorable to the Company or at all. The Managers, Cherif Medawar and/or Original Resources, Inc. reserve the right to add capital from their own individual accounts to make up for such short fall if either so desires.

Risk Factors Involving the Company and the Debt Shares

The Company was formed in 2009 and now has several years of successful operation and a positive track record. Investors should not rely upon the past performance of the Managers and/or Key Principals to predict the Company's future results. An Investor in the Debt Shares must consider the risks and difficulties the Company may encounter at any time in the real estate market, including, but not limited to:

- identifying and acquiring Properties that further the Company's investment objectives
- developing the Properties cost-effectively
- selling the Properties at a price sufficient to recoup the total investment

The Managers cannot be certain that the business strategy will be successful or that it will successfully manage these risks. If the Managers fail to address any of these risks or difficulties adequately, the Company's ability to generate distributions to Investors would likely suffer.

The likelihood of the success of the Company must be considered in light of the problems, expenses, and difficulties, complications and delays frequently encountered in connection with the real estate investing and business endeavors of any company. The statements set forth in this PPM are based on significant assumptions about circumstances and events that have not yet taken place. Accordingly, they are subject to variations that may arise as future operations actually occur. Although the Company has operated successfully and profitably for many years, there can be no assurance that the Company will be able to operate profitably in the continued future. Past performance of the Manager and/or Affiliates is no guarantee of future performance.

Incapacitation of Key Personnel

The incapacitation of key operational and management personnel could adversely affect the Company, especially in its formative years. Should Cherif Medawar become disabled or die, then Nyle Mameesh will step in to cover his responsibilities Mr. Mameesh is capable of carrying on the objectives of the Company. In case Mr. Mameesh is incapacitated as well, the Company's attorney with the assistance of experienced local brokers shall then step in to liquidate all asset holdings then dissolve the Fund by paying all investors as agreed.

The Managers have broad discretion in how Investor capital is used.

The Managers could invest most of the proceeds raised on behalf of the Company in ways with which Investors may not agree or that do not yield maximum favorable return.

There are potential conflicts of interest.

The Managers oversee the business and operations of other affiliated entities. The Managers owe fiduciary responsibility to such other entities (as well as to the Company) under applicable law. The Manager may have interest in the Property being assigned to the Company or vice versa. In resolving any

potential conflicts of interest that may arise, the Managers and Key Principals will exercise their best judgment as to what is fair and reasonable under the circumstances in accordance with applicable law.

The Managers will not devote their time exclusively to managing the Company.

The Managers will also spend time supervising the affairs of other businesses they own and/or manage, so they will only devote the amount of time they deem necessary to oversee and manage the investments made by the Company.

Investors may not remove the Managers and will have no voting rights and no management authority.

Investors are acquiring Debt Shares and, as such, will make no investment decisions for the Company. Investors will have no rights with respect to the acquisition, management, development, sale or any other matters relating to the Company or Properties in which the Company invests. Accordingly, prospective investors should not invest unless they are willing to entrust all aspects of the Company's management to the Managers.

Investors are restricted from transferring or reselling Debt Shares; Debt Shares lack a public market.

The Units offered hereby as a private placement have not been, and will not be, registered with the Securities and Exchange Commission (SEC) under the Securities Act of 1933, as amended (or the Securities Act) (or under any state securities laws). As a result, there is no public market for the Debt Shares. The offering is filed with the SEC as required by the Reg D 506. Investors must consider the Debt Shares as a long-term investment lacking liquidity and should provide for their financial needs independently from this investment. Because there can be no assurance as to the development or liquidity of any market for the Debt Shares, Investors must expect to bear the economic risks of an investment in the Debt Shares for an indefinite period.

The certificates representing the Debt Shares will bear a legend referring to restrictions on transferability and sale thereof.

Arbitrary Offering Price

There is no present public trading market for the Debt Shares and the price at which the Debt Shares are being offered bears no relationship to conventional criteria such as book value or earnings per share.

SUBSCRIPTION AGREEMENT LETTER

MIGSIF LLC
121 South Orange Ave., Suite 1500
Orlando, Florida 32801
(See note regarding address below)

Dear Prospective Investor:

Enclosed you will find a Private Placement Memorandum dated July 16, 2013. The Private Placement Memorandum (“PPM”) details the investment and the proposed activities of the Company.

Prior to completing any documents please check with Cherif Medawar to determine whether this Placement has been licensed for sale in the state in which you reside.

1) **DOCUMENTS TO SUBMIT**

Submit the following completed documents manually by emailing them to cherifmedawar@yahoo.com or through the automated system:

- Purchaser Qualification Questionnaire
- Purchaser Questionnaire Acknowledgement
- Subscription Agreement & Investment Letter

If you are acting under the advice of a financial counselor:

- Purchaser Representative Questionnaire
- Purchaser Representative Acknowledgement

If you are a Foreign Investor, there will be an additional form emailed to you for signature.

2) **WHERE TO SUBMIT DOCUMENTS**

A) Once completed, please email the completed documents to cherifmedawar@yahoo.com for review

B) By mail to:

MIGSIF LLC
Attn: Cherif Medawar
Fund Manager
121 South Orange Ave., Suite 1500
Orlando, Florida 32801
408-858-5748

C) or completed through the automated online system

Please Note: Address may change from time to time so please email to: cherifmedawar@yahoo.com before sending any document at anytime

You may be contacted for a telephone interview regarding your subscription. The

Compliance Department will review your documents and determine if they are complete or whether additional documents are required or if changes are necessary. If you are using an IRA or 401K for investment, you must contact your custodian to determine what additional forms they will require from MIGSIF LLC, if any.

Do not wire funds until you have been notified that your subscription has been accepted.

Investors and their representatives may direct any questions that they have regarding the offering to Cherif Medawar, MIGSIF LLC Fund Manager at cherifmedawar@yahoo.com or (408) 858-5748.

As discussed in the PPM, this investment is speculative and non-liquid and Investors should realize that they could lose their entire investment.

Return all of the forgoing to the undersigned and note that preference will be given to Investors who promptly submit their completed subscription documents and payment for subscriptions.

Sincerely,



Cherif Medawar – for Original Resources, Inc.

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PURCHASER QUALIFICATION QUESTIONNAIRE

MIGSIF LLC

This Questionnaire is being given to each individual who has expressed an interest in purchasing DEBT SHARES and becoming a DEBT SHARE-holder in the Company. The proposed sale of the DEBT SHARES is a "Private Placement" proposed to be effective without registration under the Securities Act of 1933 (the "Act") on the basis of the exemption set forth in section 4(2) of the Act and the standards imposed by Regulation D promulgated by the Securities and Exchange Commission under the Act, which is exempt from registration under the Securities Act of 1933, pursuant to Rule 506. The purpose of this Questionnaire is to assure the Company, that each of the proposed Purchasers meets the standards imposed for application of that exemption including, but not limited to, whether the proposed Purchaser qualifies as an "Accredited Investor" as defined by REG D under the Act. Your answers will at all times be kept strictly confidential. However, by signing this Questionnaire you agree that the Company may present this Questionnaire to such parties as they deem appropriate if called upon under the law to establish the availability under the Act of an exemption from registration of the private placement or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Company is a party or by which it may be bound. The undersigned realizes that this Questionnaire does not constitute an offer by the Company or any sales agent to sell DEBT SHARES but is a request for information.

Please print or type your response to each question, and where the answer to any question is "none" or "not applicable," please so state.

Please complete and return this questionnaire to:

A) CherifMedawar@yahoo.com

B) And if by mail to:

MIGSIF LLC
121 South Orange Ave.
Suite 1500
Orlando, Florida 32801

C) or through the automated online system

Please Note: Address may change from time to time so please email cherifmedawar@yahoo.com before sending any document at anytime.

If you are in doubt as to the meaning or implication of any of the terminology used in the Questionnaire, or as to the significance of any particular question, please contact Cherif Medawar or a trusted financial adviser directly.

Terms used herein and not defined have the meanings attributed to them in the Private Placement Memorandum, dated July 10, 2009, and Revised December 4, 2009 (the "Confidential Memorandum") and Updated July 16, 2013 (the "Amendment").

PURCHASER QUALIFICATION QUESTIONNAIRE
(Confidential)
MIGSIF LLC
(A California State Limited Liability Company)

Name: _____ Marital Status: _____
Social Security No. _____ Profession: _____

Check preferred mailing address

Residence: _____

Phone: _____ **Email:** _____

Business: _____

Phone: _____ Email: _____

Are you a US Citizen? Yes No

If no, what country are you a Citizen of? _____

CAPACITY:

1. Are you acting on your own account? Yes No
2. If you are not acting on your own account, please specify the capacity in which you are acting (e.g. agent, trustee, partner, corporate officer, joint tenant or tenant in common).

3. If you represent an entity, when was the entity formed? (Please provide the filing date of the articles of Limited Liability Company or the agreement or certificate of partnership, where applicable).

4. In what state, territory, possession or foreign country was the entity formed?

5. If you represent an entity such as a Limited Liability Company, partnership, association, Joint Stock Company, trust or other incorporated association, was such entity organized for the purpose of acquiring the DEBT SHARES?
 Yes No (If No Then Skip to #8)
6. If the answer to question (5) is yes, please list in the space provided below the names, addresses and telephone numbers of each beneficial owner of the entity and supply the information requested in the remaining questions below with respect to each beneficial owner of the entity. You may have each such beneficial owner complete and sign a photocopy of this form.

Name	Address	City, State, Zip	Telephone

7. If you are not purchasing as an individual, then are you any one of the following?

a. Any of the following institutions: bank (whether acting in its individual or fiduciary capacity); insurance company; registered investment company or business development company; licensed Small Business Investment Company; an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, if the investment decision is made by a "plan fiduciary" which is either a bank, insurance company or investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000;
 Yes No

b. Any private business development company as defined in the Investment Advisors Act of 1940;
 Yes No

c. Any tax-exempt organization described in section 501 (c) (3) of the Internal Revenue Code with total assets in excess of \$5,000,000. Yes No

8 Are you a director or executive officer of MIGSIF LLC? Yes No

9. My estimated gross income for current year in excess of: \$ _____
 Spouse: \$ _____

10. My income for most recently ended tax year in excess of: \$ _____
 Spouse: \$ _____

11. My income for 2nd most recently ended tax year in excess of: \$ _____
 Spouse: \$ _____

13. Our estimated net worth (excluding primary residence) is in excess of: \$ _____

14. In connection with the proposed investment, will you receive advice from bankers, lawyers, accountants, investment advisors or other persons? If yes, please give the following Information with respect to such person or persons: Yes No

Name	Profession	Address	Telephone	Contact?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

15. Have you read the Private Placement Memorandum of the Company? Yes No

16. Can you bear the economic risks in and afford a complete loss of any investment you may make by virtue of an investment in the Company, and can you afford to hold any investment therein for an indefinite period? Yes No

17. Do you understand the nature of this particular investment in the Company and the risks associated with such an investment? Yes No

18. Are you purchasing these securities for your own investment and not with the intent to resell them?
 Yes No

19. Which type of shares are you applying for? Specify how you qualify for "A" or "B" shares:

"A" (8%) Qualifications ? _____

"B" (6%) Qualifications ? _____

"C" (4%) Qualifications ? _____

"Other" _____

Once accepted, you must give a one (1) year notice of withdrawal if you wish to redeem a portion or all of your invested capital. MIGSIF LLC may disburse your principal with accrued interest within that period or at any time.

Please indicate your choice. You must check one of the options below:

- 1) Automatically roll your interest into acquiring more debt shares to compound your returns _____
- 2) Receive your interest pay out check semi annually _____

Other: _____

PURCHASER QUESTIONNAIRE ACKNOWLEDGMENT

I understand that MIGSIF LLC will be relying on the accuracy and completeness of my responses to the foregoing questions and I represent and warrant to MIGSIF LLC as follows:

1. The answers contained in the Questionnaire are complete and correct and may be relied upon by MIGSIF LLC in determining whether this offering in connection with which I have executed this Questionnaire is exempt from registration under the Securities Act of 1933, pursuant to Regulation D or otherwise;
2. I will notify MIGSIF LLC immediately of any material change in any statement made herein occurring prior to the closing of any purchase by me of an interest in the investment;
3. I personally have knowledge and experience in financial and business matters, either alone or together with my professional advisors who are acting as my Purchaser Representatives, to be capable of evaluating the merits and risks of my investment in MIGSIF LLC.

I have executed this questionnaire.

X

(signature)

Date _____

(print name)

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PURCHASER REPRESENTATIVE QUESTIONNAIRE

MIGSIF LLC
(A California Limited Liability Company)

This Questionnaire is being furnished in connection with those individuals who have expressed an interest in purchasing DEBT SHARES and becoming DEBT SHARE-holders in the Company. The purpose of the Questionnaire is to determine whether you meet the standards imposed by Rule 506 promulgated under the Securities Act of 1933 for a Purchaser Representative. The availability of such exemption depends, in part, on a determination that each Purchaser does not require the protection that would be afforded by registration of the Security under the Act.

The information supplied in response to this Questionnaire will be used in determining whether you as the representative of a Purchaser of the DEBT SHARES meet the requirements of section 4(2) of the Act and Rule 506 of the Securities and Exchange Commission. Such information will be kept confidential and not disclosed except to the Company and counsel and, if required, to regulatory authorities. The names and addresses of all Purchaser Representatives, however, along with the source and amount of compensation received by each, shall be disclosed to the Securities and Exchange Commission as required by Regulation D. Terms used herein and not defined herein have the meanings attributed to them in the Private Placement Memorandum, dated July 10, 2009 and Revised December 4, 2009 (the "Confidential Memorandum") and Updated July 16, 2013 (the "Amendment").

Please complete the following questionnaire fully, attaching additional sheets as necessary.

1. Name: _____
Business Address: _____
2. Present occupation or position, indicating period of such practice or employment and field of professional specialization, if any: _____

3. List business or professional education, indicating degrees received, if any:

4. Have you had any prior experience in advising clients with respect to investments of this type: Yes No
5. Is the Purchaser related to you by blood, marriage or adoption, no more remotely than as a first cousin? Yes No
6. Is the Purchaser a trust or estate in which you or which you serve as a trustee, executor, or in a similar capacity? Yes No

7. Is the Purchaser a Limited Liability Company or other organization in which you are the beneficial owner of 50% of the equity (excluding directors' qualifying DEBT SHARES) interest? Yes No
8. Has an order of censure ever been issued from the Securities Exchange Commission against you relating to your failure to properly fulfill your duties under the Securities laws? Yes No (If yes, please provide details)
-
-
9. Have you ever been a defendant in a lawsuit in which it was alleged that you or your agents have failed to properly fulfill your duties under the Securities laws? Yes No (If yes, please provide details)
-
-
10. Have there been, during the last two years, or are there presently contemplated any material relationships between yourself and the Company or any of its Officers or Directors? Yes No
11. Has any compensation been received or will it be received as a result of any such relationship? Yes No
12. Are you an affiliate, director, officer or other employee of the Company? Yes No
13. Are you the beneficial owner of 10% or more of any class of the equity securities or 10% or more of the equity interest in the Company? Yes No

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PURCHASER REPRESENTATIVE ACKNOWLEDGMENT

I understand that MIGSIF LLC will be relying on the accuracy and completeness of my responses to the foregoing questions and I represent and warrant to MIGSIF LLC as follows:

1. I am acting as Purchaser Representative for the Purchaser in connection with the Purchaser's investment in MIGSIF LLC.
2. The answers contained in the Questionnaire are complete and correct and may be relied upon by MIGSIF LLC in determining whether the offering in connection with which I have executed this Questionnaire is exempt from registration under the Securities Act of 1933, pursuant to Rule 506 or otherwise;
3. I will notify MIGSIF LLC immediately of any material change in any statement made herein occurring prior to the closing of any purchase of an interest in the investment;
4. I have disclosed to the Purchaser, in writing, prior to the Purchaser acknowledgment of me as his Purchaser Representative, any material relationship with MIGSIF LLC or its affiliates occurring within the past two years; and
5. I personally have knowledge and experience in financial and business matters, either alone or together with other Purchaser Representatives of the Purchaser, or the Purchaser, that I am capable of evaluating the merits and risks of the Purchaser's investment in MIGSIF LLC.
6. Based on information provided to me by the Purchaser, I believe that Purchaser fully understands the investment and is capable of making a determination as to whether this investment is right for his family. Based on information provided by Purchaser, I believe that Purchasers' family can afford to take the risk involved in this investment.

IN WITNESS WHEREOF, I have executed this questionnaire.

X

(signature)

Date _____

(print name)

SUBSCRIPTION AGREEMENT & INVESTMENT LETTER

July 10, 2009

MIGSIF LLC
Cherif Medawar, Manager
121 South Orange Avenue, Suite 1500
Orlando, Florida 32801
Phone: (408) 858-5748

Attention: Cherif Medawar, Manager

I hereby subscribe for the purchase of () Class "A" 8% or () Class "B" 6% or () Class "C" 4% or () Other _____ Debt Shares, in the total quantity of _____ full DEBT SHARES ("DEBT SHARES") for the purchase price of Twenty Five Thousand Dollars (\$25,000) per DEBT SHARE in MIGSIF LLC, for a total purchase price of \$_____. This subscription is made in accordance with the terms and conditions detailed in the written offering literature Private Placement Memorandum ("PPM") provided by MIGSIF LLC, and the undersigned acknowledges having received and read a copy of the PPM. This subscription is further made upon the terms and conditions listed below:

1. Subscription : Reinvestment & Updated Investment Letter

To induce MIGSIF LLC to accept this subscription, the undersigned is returning this Subscription Agreement and Investment Letter.

This subscription shall become binding only if MIGSIF LLC accepts subscriptions for all of the DEBT SHARES pursuant to the offering described in the PPM. Deposit of my check does not signify acceptance by MIGSIF LLC.

2. Acceptance of Subscription

It is understood and agreed that MIGSIF LLC shall have the sole right to accept or reject this subscription and shall have no obligation to accept subscriptions in the order received.

3. Payment of Contributions

For each DEBT SHARE subscribed for by me, I agree to pay to the Company the total sum of money along with my Subscription. The offering will continue until Fund managers suspend or stop the offering.

4. Representations & Warranties

In order to induce MIGSIF LLC to accept this subscription, I hereby warrant and represent the following:

- A. I have adequate personal resources, and I have no need for liquidity of this investment. I further warrant that my personal net worth (exclusive of my residence, home furnishings and automobiles) is in excess of \$_____. It is understood that all documents, records and books pertaining to this investment have been made available to me and to my attorney, accountant and/or other offering representative and that the books and records of the issuer will be available upon reasonable business hours at its principal place of business;
- B. I am a citizen of the United States, at least 21 years of age and a bona fide resident and domiciliary of the state of _____, and have no present intention of becoming a resident of any other state or jurisdiction;
- C. I am able to bear the economic risk of this investment; to hold the DEBT SHARES for at least two (2) years, and, if necessary, for an indefinite period of time; and presently to afford a complete loss of this investment;

- D. I am purchasing the DEBT SHARES for investment purposes and not for resale or other distribution to third parties. I have no present intention to sell or otherwise dispose of this investment.
- E. I understand that I (we) am purchasing the DEBT SHARES without being furnished any offering literature of prospectus other than the Private Placement Memorandum Offering documents, that this transaction has not been scrutinized by the United States Securities and Exchange Commission or by any administrative agency charged with the administration of the securities laws of any state because of the small number of persons solicited and the private aspects of the offering, that all documents, records, and books pertaining to this investment, have been made available to the undersigned and their representatives, if any, and that the books and records of the Company are and will be available upon reasonable notice for inspection by investors during business hours at its principal place of business. This interest is being purchased for my own account and not for the interest of any other and not for resale to others. I represent that I have adequate means of providing for my current needs and possible personal contingencies and that I have no need for liquidity of this investment.

I UNDERSTAND THAT THE OWNERSHIP DEBT SHARES OF THIS INVESTMENT ARE BEING OFFERED AND SOLD UNDER THE EXEMPTION FROM THE PROVISIONS PROVIDED FOR IN THE SECURITIES ACT OF 1933, WHICH IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, PURSUANT TO REGULATION D, Rule 506 and THIS OFFERING HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA SECURITIES ADMINISTRATOR, AND THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT (THE ACT") OF CALIFORNIA AND MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF CALIFORNIA ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

- F. I understand that investing in DEBT SHARES is a risk that is often difficult to accurately quantify. There is no guarantee on the performance of this investment.

5. Transferability

This Subscription Agreement may not be transferred or assigned.

6. Revocation

This Subscription Agreement may not be canceled, terminated, or revoked after it is executed by the subscriber; and shall survive the death or incompetence of the subscriber and be binding on his successors, assigns, legal representatives, heirs, legatees and distributees.

7. Redemption:

Once accepted, I understand that I must give a one (1) year notice of withdrawal if I wish to redeem a portion or all of my invested capital. MIGSIF LLC may disburse my principal with accrued interest within that period or at any time.

8. Notices

All notices or other communications shall be in writing and shall be delivered by hand, emailed or mailed by registered or certified mail to the subscriber at the address set forth after his name and signature below, and to MIGSIF LLC at the following address:

Cherif Medawar
MIGSIF LLC
121 South Orange Avenue, Suite 1500
Orlando, Florida 32801
Phone: 408-858-5748
CherifMedawar@yahoo.com

Alternatively Subscriber may also send a copy to:

California Corporate Agents
Attn: MIGSIF LLC
16830 Ventura Blvd., Suite 360
Encino, CA 91436

9. Managing/Organizing Partners Interest

I (we) understand that the managing/organizing partners hold all of the Company Equity Units and that this offering does not entitle me to any ownership or equity rights in the Limited Liability Company.

10. Jurisdiction

I (we) understand this Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Payment for Shares

Prior to payment for shares, you must receive an email or verbal notification that you have been approved. Once you have been notified that you have been approved to purchase Debt Shares, please wire funds to MIGSIF LLC. From time to time the Wire Information is updated for account security purposes. Please refer to the email or request verbal confirmation prior to completing your wire transaction.

Domestic Wire Information:

First Republic Bank,
ABA Number: 321081669
Beneficiary: MIGSIF LLC
Account Number: xxxx-xxx-xxxx
Branch Address: 1111 S. El Camino Real, San Mateo, CA 94402-2803
Attn: Nancy Sargent

International Wire Information:

Pay To: First Republic Bank, 111 Pine Street, San Francisco, CA 94111
Swift Code: MLBTUS33FRB
ABA Code: //FW321081669
Client Account Name: MIGSIF LLC
Client Account Number: xxxx-xxx-xxxx
Reference: First Republic Bank, 1111 S. El Camino Real, San Mateo, CA 94402-2803
Attn: Nancy Sargent

**AFTER COMPLETING THE DOCUMENTATION – MANUALLY OR ONLINE
DO NOT WIRE MONEY UNTIL YOU HAVE RECEIVED AN EMAIL OR VERBAL APPROVAL FOR
YOUR INVESTMENT AND YOU HAVE VERIFIED THE WIRE INFORMATION ABOVE.**

IN WITNESS WHEREOF, I hereby subscribe for the number of DEBT SHARES set forth above in MIGSIF LLC, I also have read, understand and approve the subscription agreement, terms and wire instructions.

Full name of Subscriber(s) as it (they) will appear on the LLC Promissory Note. If you are investing with IRA or 401K funds, you need to speak with your custodian as to how they want it worded.

Name of Subscriber _____
Street Address _____
City _____
State _____
Zip _____

Signature

SSN or Federal Tax ID

Date

Managing Member Corporate Counterpart Signature Below

MIGSIF LLC

Cherif Medawar

121 South Orange Avenue, Suite 1500

Orlando, Florida 32801

Phone: (408) 858-5748

Please Note: Address may change from time to time so please email cherifmedawar@yahoo.com before sending any document at anytime

ACCEPTED BY: _____
Cherif Medawar for MIGSIF LLC (or his Agent)

PRINT NAME: _____ DATE: _____

No:



MIGSIF LLC
Orlando, Florida
(408) 858-5748 or cherifmedawar@yahoo.com

PROMISSORY NOTE

Date: _____

THIS PROMISSORY NOTE SHALL BE MADE EFFECTIVE THE DAY AFTER THE HOLDER'S CAPITAL IS RECEIVED INTO THE MIGSIF LLC ACCOUNT. INTEREST SHALL ALSO BEGIN ACCRUING ON THE DAY AFTER THE HOLDER'S CAPITAL IS RECEIVED INTO THE MIGSIF LLC BANK ACCOUNT.

FOR VALUE RECEIVED, MIGSIF LLC ("Maker") promises to _____ ("Holder") at _____, the principal sum of _____ Dollars (\$ _____) with interest there on the unpaid principal balance at the rate of ____ percent (____ %) interest per annum as follows:

- 1. INSTALLMENT PAYMENTS:** Maker shall pay, interest only payments on the outstanding principal balance. The installment payments shall begin on the 28th day of February or the 31st day of August and shall continue on each succeeding sixth calendar month with disbursements on the 28th day of February and the 31st day of August.
- 2. DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on the 31st day of December 2033. Capital shall remain invested up to and until Holder elects to withdraw (see paragraph 16)
- 3. DEFAULT INTEREST:** After maturity or failure to make any payment, any unpaid principal shall accrue interest at the rate of 1% per annum over the rate due under this note.
- 4. ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest and the remainder to principal.
- 5. PREPAYMENT:** Maker may prepay all or part of the balance owed with all accrued interest under this Note at any time without penalty.
- 6. CURRENCY:** All principal and interest payments shall be made in lawful money of the United States of America.
- 7. ATTORNEYS FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 8. WAIVER OF PRESENTMENTS:** Maker may, at Maker's option, waive presentment for payment, notice of dishonor, protest and notice of protest.
- 9. NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
- 10. SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

11. **INTEGRATION:** There are no verbal or other agreements that modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
12. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
13. **EXECUTION:** Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
14. **COMMERCIAL PROPERTY:** Maker represents and warrants to Holder that the sums represented by this Note are being used for investment or commercial purposes, and not for personal, or non-business purposes.
15. **DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.
16. **ADDITIONAL TERMS AND CONDITIONS:** Any accrued interest or interest payable must be paid out to Holder. If Holder then decides to reinvest in additional Debt Shares it shall do so by filling out a new Subscription Agreement. If Holder has elected to withdraw from the Fund all or portion of its capital it must give the maker a twelve (12) months written notice (email) to withdraw.
17. **TRANSFERABILITY:** The holder of this note cannot sell or transfer this note
18. **RETURN OF NOTE TO MAKER:** This Note must be returned to Maker at Maker's address within 48 hours of full redemption of all debt shares with accrued interest as agreed. If Holder fails to return this Note within the period agreed it shall be null and void.
19. **SECURITY:** This Note, and all similar Notes, shall be secured by all properties, which the Maker now has or hereafter acquires an interest: tangible property, including investment property, deeds of trust, mortgages, and intangible personal property, including but not limited to accounts, chattel paper, general intangibles, promissory notes whether secured or unsecured, instruments, and investment property as well as any proceeds, including proceeds from the described properties. The Holder agrees that the secured interest shall benefit the entire class of similar Note Holders and shall not provide priority to any single note Holder over another. The security interest created by this instrument does not take priority over any secured interest provided as part of a purchase money loan.

x _____
 Maker For MIGSIF LLC

121 South Orange Ave., Suite 1500 _____
 Street Address

 Printed Name

Orlando _____ FL _____ 32801
 City State Zip Code

x _____
 Holder

 Street Address

 Printed Name

City State Zip Code

DO NOT DESTROY THIS NOTE

Before issuing payment of the principal amount of this Note, this original Note must be surrendered for cancellation and payment.