



OFFERING MEMORANDUM

facilitated by



Amazing Pizza, LLC

FORM C

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Purpose of This Form

A company that wants to raise money using Regulation Crowdfunding must give certain information to prospective investors, so investors will have a basis for making an informed decision. The Securities and Exchange Commission, or SEC, has issued regulations at 17 CFR §227.201 listing the information companies must provide. This form – Form C – is the form used to provide that information.

Each heading below corresponds to a section of the SEC's regulations under 17 CFR §227.201.

(A) The Company

Name of Company	Amazing Pizza, LLC
State of Organization	MA
Date of Formation	10/08/2019
Entity Type	Limited Liability Company
Street Address	273 Cabot St, Beverly MA, 01915
Website Address	https://www.amazing-pizza.com

(B) Directors and Officers of the Company

Key Person	Jacqui Field
Position with the Company Title First Year	Owner 2019
Other business experience (last three years)	<ul style="list-style-type: none">• Owner (<i>Amazing Pizza 2014-Present</i>)

Key Person	Michael Cottens
Position with the Company Title First Year	Manager 2019
Other business experience (last three years)	<ul style="list-style-type: none"> • Manager - Amazing Pizza – Assist in the operations of the restaurant. Handling inventory procurement, book keeping, general management, and various essential business operations.

(C) Each Person Who Owns 20% or More of the Voting Power

Name of Holder	% of Voting Power (Prior to Offering)
Jacqui Field	50%
Michael Cottens	50%

(D) The Company's Business and Business Plan

The Team

Jacqui Field, Founder and CEO

Jacqueline N. Field has over 30 years in the hospitality industry. She has been a corporate manager, an opening team manager, private chef, head manager of the prepared foods department of Whole Foods Market, a server and bartender at many fine dining establishments and she has enjoyed all aspects from the food experience to the guest experience. She has been serving Amazing Pizza and More's delicious authentic foods to over 100 guests a day for the last five years. Her passion comes from preparing high end foods and serving it to guests and putting a smile on their face.

About the Business

Amazing Pizza and More's first Salem location was an instant success. Working closely with the Salem School District , Salem Chamber of Commerce, our local neighborhood, and the power plant, Amazing Pizza and More became a destination overnight. Our growing customer base far exceeded the capacity of our foundational first location, leading us to expand to our current Beverly location. Since then, we've continued our community-driven growth, CRUSHED a pandemic, and came out the other side stronger and more amazing than we could have imagined.

Amazing Pizza will always be involved in the community, and provide great jobs with fair compensation. Our philosophy around our employees is a development-driven mindset, providing clear paths to growth opportunities for talented workers interested in moving the company forward as we continue to grow.

We've already secured the core financing for our re-expansion to Salem and are carving out a small chunk of incremental investment for the community. Our first Mainvest investment is well on-track to an early full payout, with quarterly investor returns flowing since opening.

A Message from the Founder:

"I founded Amazing Pizza & More in 2014. The concept, mantra, and menu is based on core values: respect, integrity, honesty, and dignity. To date, this has resulted in a very high quality standard of guest service and the highest quality standard of foods that are purchased, prepared, and served. The business evolved with attention to detail and putting our customers first. Amazing Pizza started with artisan pizzas and authentic cooking with various specials.

With great excitement, we're announcing our (re)expansion to Pickering Wharf in Salem, MA. This location serves a much larger audience while giving us the back of house resources to grow our business with higher volume output for delivery and catering. On behalf of the full Amazing Pizza team, we're proud to give the greater North Shore community the opportunity to invest with us and share in our success as we grow."

-Jacqueline Field, Founder - Amazing Pizza and More

Deal Highlights - Why you might invest

- Exceeded projected revenue by at least 5% in every consecutive year of operations
- The Critics Speak for Us: #8 Pizza in MA - INYOURSTATE.COM, #1 Pizza in Salem - Barstool.com, Top 10 Pizza - North Shore Magazine, First Place - Salem Common Pizza (4 years in a row), Golden Plate Award - Phantom Gourmet
- 30+ years of Founder Experience in the Hospitality Industry
- Community Focused - Donate an average of \$1,500 / yr in Pizza to community fundraisers
- Turnkey Location secured - seeking final portion of capital stack for working capital and buildout completion

INDUSTRY HIGHLIGHTS

- Pizza restaurants account for 6.6% of all single service restaurants - an industry with an approximate revenue of \$169.2 billion in 2018.
- Pizza restaurants are historically a very low-cost, high-margin business, belonging to an industry that is trending towards more price-based competition.
- The average American consumer spends 5.6% of their annual expenditure on food and beverages outside of the house.

About our Mission

Founder Jacqui Field's mission is to put a smile on everyone's face from the age of 4 to the age of 105. Feeding people is her greatest pleasure in life and it makes her so happy that she gets to do this every day for a living. Opening the second location will give Amazing Pizza & More the opportunity to spread the wonderful food and product she has so skillfully put together in a larger restaurant setting. Amazing Pizza and More already has a huge following in Beverly as most

of our customers come over the bridge. This funding unlocks the last phase of launch and provides the working capital needed to start off strong and never look back.

For more information, please refer to the Page View included with this filing.

(E) Number of Employees

The Company currently has 15 employees. The Company may hire or discharge employees in the future to meet its objectives.

(F) Risks of Investing

A crowdfunding investment involves risk. **YOU SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS YOU CAN AFFORD TO LOSE YOUR ENTIRE INVESTMENT.** 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. Please review the [Educational Materials](#) for risks that are common to many of the companies on the MainVest platform.

THESE SECURITIES ARE OFFERED UNDER AN EXEMPTION FROM REGISTRATION UNDER FEDERAL LAW. THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE SECURITIES ARE EXEMPT FROM REGISTRATION. THE SEC HAS NOT PASSED UPON THE MERITS OF THE SECURITIES OR THE TERMS OF THE OFFERING, AND HAS NOT PASSED UPON THE ACCURACY OR COMPLETENESS OF THE OFFERING DOCUMENTS OR LITERATURE.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED OR APPROVED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THESE AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT.

Please refer to Appendix A for additional risks to consider when investing in this offering.

(G) Target Offering Amount and Offering Deadline

Target Offering Amount	\$50,000
Offering Deadline	April 14, 2023

If the sum of the investment commitments does not equal or exceed the Target Offering Amount as of the Offering Deadline, no securities will be sold in the offering, investment commitments will be canceled, and all committed funds will be returned. The Company may extend the Offering Deadline and shall treat such an extension as a material change to the original offer and provide Investors with notice and opportunity to reconfirm their investment in accordance with Section (K) of this Memorandum.

(H) Commitments that Exceed the Target Offering Amount

Will the Company accept commitments that exceed the Target Offering Amount?	Yes
What is the maximum you will accept in this Offering?	\$124,000
If Yes, how will the Company deal with the oversubscriptions?	We will accept subscriptions on a first-come, first-served basis.

(I) How the Company Intends to Use the Money Raised in the Offering

The Company is reasonably sure it will use the money raised in the offering as follows:

Use	Amount (Minimum)	Amount (Maximum)
Operating Capital	\$30,000	\$60,000
Inventory	\$16,625	\$55,630
Mainvest Compensation	\$3,375	\$8,370
TOTAL	\$50,000	\$124,000

The amounts listed estimates and are not intended to be exact description of the Company's expenditures. Exact allocation and use of funds may vary based upon legitimate business expenditures and economic factors.

(J) The Investment Process

To Invest

- Review this Form C and the [Campaign Page](#)
- If you decide to invest, enter an amount and press the Invest button
- Follow the instructions

TO CANCEL YOUR INVESTMENT

Send an email to info@mainvest.com no later than 48 hours before the Offering Deadline or go to the dashboard for your user account to cancel manually. In your email, include your name and the name of the Company.

Other Information on the Investment Process

- Investors may cancel an investment commitment until 48 hours prior to the Offering Deadline.
- MainVest will notify investors when and if the Target Offering Amount has been raised.
- If the Company reaches the Target Offering Amount before the Offering Deadline, it may close the offering early if it provides notice about the new Offering Deadline at least five business days before such new Offering Deadline, absent a material change that would require an extension of the offering and reconfirmation of the investment commitment.
- If an investor does not cancel an investment commitment before the 48-hour period before the Offering Deadline, the funds will be released to the Company upon closing of the

offering and the investor will receive securities in exchange for his or her investment.

For additional information about the investment and cancellation process, see the [Educational Materials](#).

(K) Material Changes

In the event the issuer undergoes a material change, the Investor will be notified of such change. The investor will have five (5) business days from the receipt of such notice to reconfirm their investment. IF AN INVESTOR DOES NOT RECONFIRM HIS OR HER INVESTMENT COMMITMENT WITHIN FIVE (5) DAYS OF THE NOTICE OF MATERIAL CHANGE BEING SENT, THE INVESTOR'S INVESTMENT COMMITMENT WILL BE CANCELLED, THE COMMITTED FUNDS WILL BE RETURNED, AND THE INVESTOR WILL NOT BE ISSUED ANY OF THE SECURITIES REFERENCED IN THIS OFFERING.

Explanation

A “material change” means a change that an average, careful investor would want to know about before making an investment decision. If a material change occurs after you make an investment commitment but before the Offering closes, then the Company will notify you and ask whether you want to invest anyway. If you do not affirmatively choose to invest, then your commitment will be cancelled, your funds will be returned to you, and you will not receive any securities.

(L) Price of the Securities

The Company is offering “securities” in the form of revenue sharing notes, which we refer to as “Notes.” The Notes are being offered at their face amount. For example, you will pay \$1,000 for a Note with a face amount of \$1,000.

(M) Terms of the Securities

Overview

The Company is offering “securities” in the form of revenue sharing notes, which we refer to as the “Notes.” The Terms of the Notes are set forth in the Revenue Share Agreement accompanying this Form C in Appendix A. Copies of the Note and Revenue Sharing Agreement are attached to this Form C.

Summary of Terms

Revenue Percentage ¹	0.3 - 0.7% ²
Payment Deadline	2031-06-30
Maximum Payment Multiple ³ - Early Investors - All Other Investors	1.55 x 1.45 x
Sharing Start Date	The first day after disbursement that the company has revenues greater than one (\$1) dollar
First Payment Date	The last day of the calendar quarter ending not less than 90 days after the Sharing Start Date
Seniority	Subordinated
Securitization	Unsecured
Accrual Rate	3.76%

¹ as defined in the note agreement included in Appendix A

² The rate of revenue sharing is calculated on a linear scale with a minimum rate of 0.3% and a maximum rate of 0.7% and is rounded to the nearest 1/10th percent. The final rate is based on the amount raised and is calculated after the offering has successfully closed. As the amount raised in the offering increases, the rate of revenue sharing increases. For example, a hypothetical offering could result in the following revenue sharing percentages, depending on the amount raised:

Amount Raised	Revenue Sharing Percentage
\$50,000	0.3%
\$68,500	0.4%
\$87,000	0.5%
\$105,500	0.6%
\$124,000	0.7%

³ To reward early participation, the investors who contribute the first \$50,000.0 raised in the offering will receive a 1.55x cap. Investors who contribute after \$50,000.0 has been raised in the offering will receive a 1.45x cap.

Your Right to Payments under the Note

Your right to payments under the Note is set forth in the Note, together with a separate document

called the Revenue Sharing Agreement. Copies of the Note and Revenue Sharing Agreement are attached to this Form C. Additionally, general terms are outlined below and in the Company's offering page.

Obligation to Contribute Capital

Once you pay for your Note, you will have no obligation to contribute more money to the Company, and you will not be personally obligated for any debts of the Company. However, under some circumstances you could be required by law to return some or all of a distribution you receive from the Company.

No Right to Transfer

You should plan to hold the Notes until maturity. The Notes will be illiquid (meaning you might not be able to sell them) for at least four reasons:

- The Revenue Sharing Agreement prohibits the sale or other transfer of Notes without the Company's consent.
- If you want to sell your Note the Company will have the first right of refusal to buy it, which could make it harder to find a buyer.
- Even if a sale were permitted, there is no ready market for Notes, as there would be for a publicly-traded stock.
- By law, for a period of one year you won't be allowed to transfer the Investor Shares except (i) to the Company itself, (ii) to an "accredited" investor, (iii) to a family or trust, or (iii) in a public offering of the Company's shares.

Security

The Notes are not secured by any assets of the Company or any assets of persons associated with the Company.

Modification of Terms of Notes

The terms of the Notes and the Revenue Sharing Agreement may be modified or amended with the consent of Investors holding 50% of the Notes, measured by the total amount outstanding under each Note.

Other Classes of Securities

Name of Security	Limited Liability Company Interests
Number of Shares Outstanding	N/A
Describe Voting Rights of These Securities, Including Any Limitations on Voting Rights	N/A
How these securities differ from the revenue sharing notes being offered to investors	Limited Liability Company Interests are an equity interest, whereas Revenue Sharing Notes are a debt obligation of the Company.

Dilution of Rights

The Company has the right to create additional classes of securities, both equity securities and debt securities (e.g., other classes of promissory notes). Some of these additional classes of securities could have rights that are superior to those of the Notes. For example, the Company could issue promissory notes that are secured by specific property of the Company.

The People Who Control the Company

Each of these people owns 20% or more of the total voting power of the Company:

Name of Holder	% of Voting Power (Prior to Offering)
Jacqui Field	50%
Michael Cottens	50%

How the Exercise of Voting Rights Could Affect You

You will receive payments with respect to your Note only if the Company makes enough money to pay you, or, if the Company does not make enough money to pay you, if there is enough value in the collateral the Company pledged as security for the Notes.

The people with voting rights control the Company and make all the decisions about running its business. If they make good business decisions, it is more likely you will be paid. If they make poor business decisions, it is less likely you will be paid. For example, if they hire too many people and/or try to expand too quickly, the business could be harmed. The people with voting rights could also decide to file for bankruptcy protection, making it more difficult for you to be paid.

How the Notes are Being Valued

The Notes are being valued at their face value. We don't anticipate that we'll ever need to place a value on the Notes in the future.

(N) The Funding Portal

The Company is offering its securities through MainVest, Inc., which is a "Funding Portal" licensed by the Securities and Exchange Commission and FINRA. MainVest Inc.'s Central Index Key (CIK) number is 0001746059, their SEC File number is 007-00162, and their Central Registration Depository (CRD) number is 298384.

(O) Compensation of the Funding Portal

Upon successful funding of the Offering, the Funding Portal will receive as the "Revenue Securement Fee"; 4.5% of the amount of the Offering raised by In-Network Users of the Platform plus 9.0% of the amount of the Offering raised by all other investors. "In-Network Users" means a user of Mainvest.com who who have utilized the Company's specified in-network link on the Site.

(P) Indebtedness of the Company

Creditor	Amount	Interest Rate	Maturity Date	Other Important Terms
SBA DEBT	\$300,000	7%		Equipment access line of credit, capital is drawn from \$300,000 max.
Mainvest Revenue Share	\$26,300	12%	01/01/2025	Variable interest (revenue share) security further described in offering memorandum

(Q) Other Offerings of Securities within the Last Three Years

October 2019 Rule 17CFR 227 (Regulation Crowdfunding) Revenue Sharing Notes \$25,300 Please refer to the company's Form C/U dated January 17th, 2020 for additional disclosures

(R) Transactions Between the Company and “Insiders”

The Company has not entered into any business transactions, including stock Purchases, salaries, property rentals, consulting arrangements, guaranties, or other agreements with any individual identified in Section 227.201 (r)(1)-(4) of Regulation Crowdfunding during the 12 months preceding this Offering.

(S) The Company's Financial Condition

Historical milestones

Amazing Pizza (Expansion!) has been operating since [Month, Year] and has since achieved the following milestones:

- Opened location in Salem, Massachusetts in 2014
- Achieved revenue of \$550K in a 450 square foot location in 2016
- Achieved revenue of 459K in 2020 After Moving to 1200 square foot Beverly Location when just opening September 10th until year end,
- Achieved Revenue of 1.27 Million in the first full year in Beverly in 2021
- Had Cost of Goods Sold (COGS) of 162K, which represented gross profit margin of 64.7% in 2020. COGS were then \$419K the following year, which implied gross profit margin of 67%.in 2021

Historical financial performance is not necessarily predictive of future performance.tg

(T) The Company's Financial Statements

Please see Appendix B for historical financial statements.

Pro Forma Income Statement

In order to illustrate its future earning potential, the Company has provided a summary of its - year financial forecast. The forecast has been developed by the Company using reasonable best efforts based on their understanding of the industry and market they wish to enter. Please refer

to Section (F) of this Offering Memorandum for a list of the risks associated with an investment in the Company and utilizing any pro forma provided by the Company for making investment decisions.

	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Sales	\$3,337,553	\$3,504,431	\$3,679,653	\$3,826,839	\$3,941,643
Cost of Goods Sold	\$932,266	\$978,879	\$1,027,823	\$1,068,935	\$1,101,002
Gross Profit	\$2,405,287	\$2,525,552	\$2,651,830	\$2,757,904	\$2,840,641
EXPENSES					
Rent	\$86,492	\$3,075	\$3,151	\$3,229	\$3,309
Employee Related Costs	\$917,689	\$963,573	\$1,011,751	\$1,052,221	\$1,083,787
Insurance	\$13,656	\$14,338	\$15,054	\$15,656	\$16,125
Advertising & Marketing	\$2,400	\$2,520	\$2,646	\$2,751	\$2,833
Repairs & Maintenance	\$4,552	\$4,779	\$5,017	\$5,217	\$5,373
Legal & Professional Fees	\$26,000	\$26,650	\$27,316	\$27,998	\$28,697
Meals and Entertainment	\$2,400	\$2,460	\$2,521	\$2,584	\$2,648
Restaurant Supplies	\$12,000	\$12,300	\$12,607	\$12,922	\$13,245
Uniforms	\$600	\$615	\$630	\$645	\$661
Delivery Fees	\$9,000	\$9,225	\$9,455	\$9,691	\$9,933
Operating Profit	\$1,330,498	\$1,486,017	\$1,561,682	\$1,624,990	\$1,674,030

(U) Disqualification Events

Neither The Company nor any individual identified by Section 227.503(a) of Regulation Crowdfunding is the subject of a disqualifying event as defined by Section 227.503 of Regulation Crowdfunding.

Explanation

A company is not allowed to raise money using Regulation Crowdfunding if certain designated people associated with the Company (including its directors or executive officers) committed certain prohibited acts (mainly concerned with violations of the securities laws) on or after May 16, 2016. (You can read more about these rules in the Educational Materials.) This item requires a company to disclose whether any of those designated people committed any of those prohibited

acts before May 16, 2016.

(V) Updates on the Progress of the Offering

To track the investment commitments we've received in this Offering, click to see the [Progress Bar](#).

(W) Annual Reports for the Company

The Company will file a report with the Securities and Exchange Commission annually and post the report on our website no later than 120 days after the end of each fiscal year. It's possible that at some point, the Company will not be required to file any more annual reports. We will notify you if that happens.

(X) Our Compliance with Reporting Obligations

The Company has never raised money using Regulation Crowdfunding before, and therefore has never been required to file any reports.

(Y) Other Information Prospective Investors Should Know About

The Issuer may offer "Perks" as a means of showing appreciation to investors for supporting small community businesses. The offering of "Perks" by issuers is done purely on a voluntary basis and have no influence upon the terms of the Offering. As such, Investor "Perks" are not contractual conditions governed by "the Note" and are not enforceable under "the Note".

Additional Information Included in the Form C

	Most recent fiscal year-end (tax returns)	Prior fiscal year-end (tax returns)
Total Assets	\$208,529.00	\$117,632.00
Cash & Cash Equivalents	\$45,763.00	\$44,409.00
Accounts Receivable	\$0	\$0
Short-term Debt	\$16,594.00	\$0
Long-term Debt	\$0	\$0
Revenues/Sales	\$1,271,344.00	\$263,683.00
Cost of Goods Sold	\$419,697.00	\$108,301.00
Taxes Paid	\$0	\$0
Net Income	\$147,012.00	\$28,640.00

Jurisdictions in which the Company intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, B5, GU, PR, VI, 1V