



## OFFERING MEMORANDUM

facilitated by



# American Brewers Inc.

## FORM C

### OFFERING MEMORANDUM

#### 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.

THIS OFFERING IS BEING CONDUCTED ON AN EXPEDITED BASIS DUE TO CIRCUMSTANCES RELATED TO COVID-19 AND PURSUANT TO THE SEC'S TEMPORARY REGULATORY COVID-19 RELIEF.

#### (A) The Company

Name of Company	American Brewers Inc.
State of Organization	MI
Date of Formation	11/19/2012
Entity Type	Corporation
Street Address	3408 Miller Rd, Kalamazoo MI, 49001
Website Address	<a href="https://norsenectar.com/">https://norsenectar.com/</a>

#### (B) Directors and Officers of the Company

Key Person	Gary Anthony
Position with the Company Title First Year	Treasurer 2019
Other business experience (last three years)	• <b>Vector operator</b> ( <i>City of Battle Creek, 10-2002 - present</i> )

Key Person	Ryan Kelly
Position with the Company Title First Year	CFO 2020
Other business experience (last three years)	<ul style="list-style-type: none"> <li>• <b>Sr. Regulatory and Compliance Specialist</b>, <i>Stryker Instruments, 2014 - Present</i></li> </ul>

Key Person	Hunter Dodge
Position with the Company Title First Year	President 2018
Other business experience (last three years)	<ul style="list-style-type: none"> <li>• <b>President</b> (<i>American Brewers, Inc., Jan 2018 - Present</i>) — President - CEO</li> </ul>

Key Person	Thomas McGuire
Position with the Company Title First Year	Vice President 2020
Other business experience (last three years)	<p><i>List any other titles and dates of positions held (with this business or other employers) <b>during the past three years</b> with an indication of job responsibilities. For example:</i></p> <ul style="list-style-type: none"> <li>• <b>Community Manager</b> (Yes! Communities, April 2017 - July 2019) — Manufactured Housing Community, Community Manager.</li> <li>• <b>Sales Manager/Operations Manager</b> (Division 16 Studios, <i>June 2015 - April 2017</i>) — Audio Video Design Firm, Design of Audio/Video Systems for Churches and Bars, Sales of Audio/Video to Churches and Bars, Led the Company to over 1,000,000 in 1st year sales</li> </ul>

Key Person	Melinda Frantz-Dodge
Position with the Company  Title First Year	Secretary 2019
Other business experience (last three years)	<ul style="list-style-type: none"> <li>• <b>Forktruck Operator</b> (<i>Hi-Lex, 1-1996 - present</i>)</li> </ul>

Key Person	Scott Woodworth
Position with the Company  Title First Year	Alternate 2019
Other business experience (last three years)	<ul style="list-style-type: none"> <li>• <b>Retired</b> 2012-Present</li> </ul>

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

Name of Holder	% of Voting Power (Prior to Offering)
Terrence Crater	38%
Mark Klebba	28%

(D) The Company's Business and Business Plan

Team Experience

American Brewers brings together a group of professionals with a dynamic, magnetic synergy that makes people want to engage with us. The minute they do they become intoxicated with our excitement, passion and knowledge.

- Our brewing processes are lead by two beer aficionados and a mead master. Refined pallets and a marvelous adventurous side lead to new innovations on a regular basis.
- Our management team brings decades of experience in business, training, problem solving, quality control, manufacturing, and inventory management skills.
- Our team includes professionals including but not limited to: Medical, Education, Property Management, Information Technologies, Manufacturing Management, Human Resources, Training, Problem Solving, Logistics, Plumbing, Electrical, Maintenance, Office Management, Sales, Art, Taxes, and Research and Development.
- We have the means to solve most issues within our group. We can respond to most things swiftly and accurately in a cost effective manner.

The Team

Hunter Dodge, CEO

“Someplace in the bottom of time all things come together and a river runs through it. In the water are rocks. Under the rocks are the words. Some of the words are His. Perhaps if we listen hard enough, long enough, we may hear those words.”

Norman McClean, A River Runs Through It.

All of the worlds problems can be solved standing knee deep in a trout stream with a bamboo fly rod in hand.

Thom McGuire, COO

Thom McGuire has been in the entertainment industry all his life. Born in Washington D.C., McGuire then moved around the country from coast to coast working on movie/TV sets and for music labels. All this led up to his last move 13 years ago when he made his way to West Michigan.

He has now moved on to his greatest passion Mead and Beer.

Ryan Kelly, CFO

Ryan Kelly grew up in northern Michigan and studied at Hope College and Michigan State University. A former home brewer he has always had a passion for innovative craft beverages. He now resides in the Kalamazoo area where he enjoys spending time with his daughter, playing a role as an amateur chef/foodie, and frequenting new and interesting restaurants in the area.

Our Story

American Brewers currently offers 13 Mead Flavors through Norse Nectar Meadery and is looking to expand into brewing (City Union Brewery) & distilling (Enniskelin Distillery).

- Norse Nectar Meadery is only one of 26 meaderies in the state of Michigan and offers unique and flavorful honey wine products that even include barrel aged mead.
- City Union Brewery was named after an original brewery in Kalamazoo, MI and American Brewers is looking to revitalize the name and some of the original recipes. By expanding our brewing equipment we'd like to have variety of products from different styles of beer to reach production goals an estimated \$40,000 will jump start the process.
- Enniskillen Distillery was the original distillery in the village of Bronson which later became known as Kalamazoo, MI. Our goal is to create unique spirits such as absinthe, coffee liquors, aquivet, and of course the standard fare \$100,000

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

#### (E) Number of Employees

The Company currently has 4 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	\$175,000
Offering Deadline	April 21, 2021

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?	\$250,000
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)
Expansion of Tasting Room	\$25,000	\$45,000
New Brewery	\$30,000	\$50,000
New Distillery	\$80,000	\$100,000
Capital Expenses	\$29,500	\$40,000
Mainvest Compensation	\$10,500	\$15,000
TOTAL	\$175,000	\$250,000

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](mailto: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 <sup>1</sup>	5.0 - 7.1% <sup>2</sup>
Payment Deadline	2027-10-01
Maximum Payment Multiple <sup>3</sup> - Early Investors - All Other Investors	1.7 x 1.6 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	0.48%

<sup>1</sup> as defined in the note agreement included in Appendix A

<sup>2</sup> The rate of revenue sharing is calculated on a linear scale with a minimum rate of 5.0% and a maximum rate of 7.1% 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
\$175,000	5.0%
\$193,750	5.5%
\$212,500	6.0%
\$231,250	6.6%
\$250,000	7.1%

<sup>3</sup> To reward early participation, the investors who contribute the first \$50,000.0 raised in the offering will receive a 1.7x cap. Investors who contribute after \$50,000.0 has been raised in the offering will receive a 1.6x 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

The Company has no outstanding securities.

### 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)
Terrence Crater	38%
Mark Klebba	28%

#### 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

MainVest will be paid 6.0% of the final offering amount, upon the successful completion of the offering. MainVest does not receive compensation if the offering does not succeed. MainVest, Inc. owns no interest in the Company, directly or indirectly, and will not acquire an interest as part of the Offering, nor is there any arrangement for MainVest to acquire an interest.

#### (P) Indebtedness of the Company

The Company has no indebtedness outside of the debt the Company is expecting to raise through regulation crowdfunding on MainVest.

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

The Company has not made any offerings with other third-party regulation crowdfunding companies in the past three years.

#### (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

American Brewers, Inc. has been operating since [Month, Year] and has since achieved the following milestones:

- Opened location in [City, State]
- Achieved revenue of [\$X] in [Year], which then grew to [\$Y] in [Year].
- Had Cost of Goods Sold (COGS) of [\$X], which represented gross profit margin of [X%] in [Year]. COGS were then [\$Y] the following year, which implied gross profit margin of [Y%].
- Achieved profit of [\$X] in [Year], which then grew to [\$Y] in [Year].

Historical financial performance is not necessarily predictive of future performance.

##### Forecasted milestones

American Brewers, Inc. forecasts the following milestones:

- Secure lease in [City, State] by [Month, Year].
- Hire for the following positions by [Month, Year]: [Position 1, Position 2, Position 3]
- Achieve [\$X] revenue per year by [Year].
- Achieve [\$Y] profit per year by [Year].

No other outstanding debt or equity

The capital raised through Mainvest will make up the entirety of the American Brewers, Inc.'s fundraising. However, American Brewers, Inc. may require additional funds from alternate sources at a later date.

#### (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	\$300,000	\$360,000	\$432,000	\$518,400	\$622,080
Cost of Goods Sold	\$125,000	\$137,500	\$180,625	\$200,018	\$227,250
Gross Profit	\$175,000	\$222,500	\$251,375	\$318,382	\$394,830
EXPENSES					
Rent	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200
Salaries	\$174,510	\$174,510	\$174,510	\$174,510	\$174,510
Insurance	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Repairs & Maintenance	\$1,200	\$1,230	\$1,260	\$1,291	\$1,323
Legal & Professional Fees	\$28,800	\$29,520	\$30,258	\$31,014	\$31,789
Operating Profit	\$-46,910	\$-160	\$27,947	\$94,167	\$169,808

THE FINANCIAL INFORMATION PROVIDED TO INVESTORS HAS NOT BEEN REVIEWED BY AN INDEPENDENT PUBLIC ACCOUNTANT AND IS CERTIFIED BY THE PRINCIPAL EXECUTIVE OFFICER OF THE ISSUER.

#### (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”.

THIS OFFERING IS BEING CONDUCTED PURSUANT TO THE SEC’S TEMPORARY REGULATORY COVID-19 RELIEF WHICH HAS LIMITED CANCELLATION RIGHTS FOR INVESTORS. INVESTORS MAY CANCEL THEIR INVESTMENT FOR ANY REASON WITHIN FORTY EIGHT (48) HOURS OF THEIR INITIAL INVESTMENT COMMITMENT. IF AN INVESTORS DOES NOT CANCEL THEIR INVESTMENT WITHIN 48 HOURS OF THEIR INVESTMENT COMMITMENT, THEN THE INVESTOR MAY ONLY CANCEL THEIR INVESTMENT IN THE EVENT OF A MATERIAL CHANGE WHICH REQUIRES AFFIRMATIVE RECONFIRMATION OF THEIR INVESTMENT. SHOULD AN INVESTOR NOT CANCEL THEIR INVESTMENT COMMITMENT WITHIN 48 HOURS AND NO MATERIAL CHANGE OCCUR, THE INVESTOR WILL BE UNABLE TO CANCEL THEIR INVESTMENT COMMITMENT AND THE FUNDS WILL BE RELEASED TO THE ISSUER UPON THE CLOSING OF THE OFFERING AND THE INVESTOR WILL RECEIVE SECURITIES IN EXCHANGE FOR HIS OR HER INVESTMENT.

#### Additional Information Included in the Form C

	Most recent fiscal year-end (tax returns)	Prior fiscal year-end (tax returns)
Total Assets	\$134,939.00	\$149,953.00
Cash & Cash Equivalents	\$9,086.00	\$18,389.00
Accounts Receivable	\$0	\$0
Short-term Debt	\$0	\$0
Long-term Debt	\$0	\$0
Revenues/Sales	\$30,219.00	\$43,372.00
Cost of Goods Sold	\$23,396.00	\$54,297.00
Taxes Paid	\$0	\$0
Net Income	\$-47,009.00	\$594.00

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