



OFFERING MEMORANDUM

facilitated by



The Hungry Hummel LLC

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.

(A) The Company

Name of Company	The Hungry Hummel LLC
State of Organization	NY
Date of Formation	06/14/2022
Entity Type	Limited Liability Company
Street Address	53 E Main St, Trumansburg NY, 14886
Website Address	Hazelnutkitchen.com

(B) Directors and Officers of the Company

Key Person	Matthew Hummel
Position with the Company Title First Year	Chef and Owner 2022
Other business experience (last three years)	<i>Personal Chef, Greater Boston Area, (January 2020- Present)</i> Cooked for a family at a private residence in Sudbury, MA. Wrote and executed custom menus for parties as large as 20. Including weddings, bachelorette parties, birthdays etc. Chef de Cuisine, Whaling in Oklahoma(August 2018-January 2020)

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

Name of Holder	% of Voting Power (Prior to Offering)
Matthew Hummel	100%

(D) The Company's Business and Business Plan

Our Story

The Hazelnut Kitchen is a forty-seven seat restaurant located in the quaint town of Trumansburg, a mere stones throw from both the Cayuga and Seneca lake wine trail in the Finger Lakes region in central New York.

- The restaurant offers a small reasonably priced menu with seasonal fare prepared from the high quality local meats and produce and paired with wines, ciders and beers from the area.
- The first chef/owner operated the Hazelnut Kitchen from 2007 to 2012, and the most recent owners are ending their residence this coming August. Although ownership has changed, Hazelnut Kitchen has remained a destination restaurant for dining enthusiasts and the local community by maintaining the same high quality service, product and sustainable ethos
- I plan on continuing the same mission with slight changes, including expanding the menu to offer both less expensive items and more expensive items, allowing guests to have a snack or share a large meal with friends and family.

Our Plans

My goal is to increase net sales based on 2019 by minimum 30% in the first year and a half. Here are some of the ways we'll meet those goals:

- Brunch: I plan on replacing a slower Tuesday night, with a busier Sunday Brunch. Brunch items will be made from scratch with a focus on fresh baked goods and homemade breakfast meats.
- Catering: With the picturesque lakes nearby, Central New York is a popular wedding destination. My goal for the first year and a half is to supplement sales by at least \$20,000 with catering. Catering is not limited to weddings but can include business luncheons (in Ithaca), graduation parties, bachelorette parties etc.
- Takeout: Currently, to go orders are taken manually. I'm implementing a point of sale system that will make ordering from your phone easy and accessible. I'm hoping this increases monthly takeout sales by minimum \$2,000.
- Investments: Investments would be used towards equipment replacement and repairs, starting food and beverage inventory, first months payroll, and advertising. Thank you for considering investing in Hazelnut Kitchen and the community of Trumansburg, NY.

The Region

Each year during the summer and early fall, millions of tourists head to the finger lakes for hiking and camping in the beautiful National forests and enjoying some of the region's best food and wines.

- In the off season Trumansburg is a twenty minute drive from Ithaca, home to Cornell and Ithaca College, and a temporary home to almost 30,000 students.
- Having grown up in Trumansburg and later attending Ithaca College, I developed a fondness and a deep appreciation for the farmers, artisans, winemakers that make up the blossoming community that is the finger lakes.
- In 2018 the central New York tourism industry saw \$32.8 billion and in 2021 the state parks saw a record amount of tourists.

The Team

Matt Hummel, Chef

Matt Hummel is a Trumansburg native whose early food memories include canning homemade tomato sauces and jams made from produce from his parents' garden. At least twice a month his parents would take him and sisters for breakfast at The Store at Treman's Village, which is presently the Hazelnut Kitchen.

Hummel originally had his sights set on the entertainment industry, majoring in Television and Radio at Ithaca College, using restaurant work as a means to pay the bills. He moved to Los Angeles after graduation, working odd jobs in Hollywood until he eventually found himself behind the stoves again.

Becoming enamored with scratch cooking and seasonal cuisine Matt cooked in kitchens in San Francisco, Los Angeles, and Boston for Food and Wine Best New Chefs and James Beard award winners.

Twenty years and many kitchens later, Matt comes full circle and returns to Trumansburg with his wife and two children. As the new chef and owner of the Hazelnut Kitchen, Chef Hummel is eager to work with local farms and purveyors and raise his family in the flourishing community of the Fingerlakes.

Breana Coons, General Manager / Beverage Director

Breana Coons, originally from Watkins Glen, is also an Ithaca College Alumni, where she majored in nutrition. It was at Hazelnut Kitchen where she saw a connection between sustainable farming and cooking and a healthy lifestyle.

She's been an integral part of the restaurant since 2012. Her strong relationships with the guests and wineries in combination with her breadth of knowledge of Fingerlakes wines make her an indispensable asset to the future of Hazelnut Kitchen.

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

(E) Number of Employees

The Company currently has 1 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	\$45,000
Offering Deadline	October 28, 2022

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?	\$107,000
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)
First month payroll	\$17,700	\$28,534
Equipment	\$4,000	\$14,267
Branding	\$1,800	\$4,280
Repairs	\$1,800	\$4,280
Start up Liquor	\$5,000	\$7,133
Start up Food	\$12,000	\$19,973
Mainvest Compensation	\$2,700	\$6,420
TOTAL	\$45,000	\$84,887

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	2.0 - 4.8% ²
Payment Deadline	2027-12-31
Maximum Payment Multiple ³ - Early Investors - All Other Investors	1.7 x 1.5 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	2.96%

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 2.0% and a maximum rate of 4.8% 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
\$45,000	2.0%
\$60,500	2.7%
\$76,000	3.4%
\$91,500	4.1%
\$107,000	4.8%

³ To reward early participation, the investors who contribute the first \$20,000.0 raised in the offering will receive a 1.7x cap. Investors who contribute after \$20,000.0 has been raised in the offering will receive a 1.5x 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)
Matthew Hummel	100%

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"; 3.0% 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

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

Hazelnut Kitchen has been operating since 2007 in Trumansburg, NY and has since achieved the following milestones:

- Achieved record revenue of 584,749 in 2019 with a net profit of 62,660.99
- Year to date 2022 net profit is \$43,520 not including sales of peak months July and June.

Historical financial performance is not necessarily predictive of future performance.

Forecasted milestones

Hazelnut Kitchen forecasts the following milestones:

- Revamping to go ordering with implementing online ordering.
- Creating up to two additional services while replacing a slower night with a busier brunch service.
- Booking offsite wedding and graduation events for Summer 2023. Offering a strong catering service.
- Expand seating area to include patio in warmer months.
- Achieve \$768,000 revenue per year by 2024
- Achieve \$860,000 profit per year by 2026

No other outstanding debt or equity

The capital raised through Mainvest will make up the entirety of the Hazelnut Kitchen’s fundraising. However, Hazelnut Kitchen 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	\$709,200	\$780,120	\$834,728	\$876,464	\$902,758
Cost of Goods Sold	\$212,760	\$264,000	\$282,479	\$296,602	\$305,499
Gross Profit	\$496,440	\$516,120	\$552,249	\$579,862	\$597,259
EXPENSES					
Rent	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Utilities	\$17,501	\$17,938	\$18,386	\$18,845	\$19,316
Labor Costs	\$208,424	\$229,266	\$245,314	\$257,579	\$265,306
Insurance	\$38,000	\$29,725	\$30,468	\$31,229	\$32,009
Repairs & Maintenance	\$4,949	\$10,250	\$10,506	\$10,768	\$11,037
Legal & Professional Fees	\$5,000	\$1,030	\$1,030	\$1,030	\$1,200
Operating Profit	\$192,566	\$197,911	\$216,545	\$230,411	\$238,391

(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	\$o	\$o
Cash & Cash Equivalents	\$o	\$o
Accounts Receivable	\$o	\$o
Short-term Debt	\$o	\$o
Long-term Debt	\$o	\$o
Revenues/Sales	\$o	\$o
Cost of Goods Sold	\$o	\$o
Taxes Paid	\$o	\$o
Net Income	\$o	\$o

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