



## OFFERING MEMORANDUM

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# The Place Above the Notch

## 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 Place Above the Notch
State of Organization	NH
Date of Formation	12/06/2023
Entity Type	Corporation
Street Address	269 Mount Cleveland Rd, Bethlehem NH, 03574
Website Address	<a href="https://theplaceabovethenotch.com/">https://theplaceabovethenotch.com/</a>

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

Key Person	Angela Cleveland
Position with the Company Title First Year	Founder 2023
Other business experience (last three years)	STRAFFORD REGIONAL PLANNING COMMISSION  <b><i>Principal Planner</i></b> <ul style="list-style-type: none"><li>• Manage SRPC’s EDA funded Economic Development Program.</li><li>• Manage development of the Somersworth Housing Chapter funded through the InvestNH Housing Opportunities Program (HOP Grant).</li></ul>

- Manage Newmarket Master Plan Project.
- Manage Farmington Route 11 Corridor Project funded through the HOP Grant.
- Serve as the Social Media Coordinator for the agency.

CITY OF AMESBURY, MA

***Director of Community and Economic Development***

- Manage a diverse team to deliver planning, conservation, community development, economic development and housing services.
- Expanded funding resources to obtain nearly \$3 million in grant funding for community and economic development.
- Created a Housing Campaign which includes development of the Housing Element of the Master Plan and housing-related updates to the Zoning Ordinance (including Smart Growth Districts, ADU and Inclusionary Housing).
- Coordinate the I AMesbury 2030 Master Plan Initiative, including a volunteer Task Force.

KIM LUNDGREN ASSOCIATES (KLA) –  
*Boston, MA*

***Director of Sustainability Planning***

- Managed the workplan and daily work products of 4 staff people.
- Managed 10 projects throughout Massachusetts with budgets totaling \$650,000.
- Engaged public and private stakeholders in developing and implementing sustainability and resilience plans.

	<ul style="list-style-type: none"> <li>Developed workplans to prioritize projects for clients and staff.</li> </ul>
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Key Person	Stephen Cleveland
Position with the Company  Title First Year	Chief Financial Officer 2022
Other business experience (last three years)	<i>Bretton Woods, Ski Lift Operator - Present</i>  BAO, Customer Account Manager  Ardent Concepts, Vice-President of Sales and Marketing

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

Name of Holder	% of Voting Power (Prior to Offering)
Angela Cleveland	75%

(D) The Company's Business and Business Plan

Our Story

In 1995, I lived in Seattle during my college summer break. I spent a lot of time meeting friends in coffee shops. I explored the unique environments and realized these places aren't just about getting a cup of coffee, they are about truly experiencing and savoring coffee and building community. You could spend hours there reading by yourself, meeting friends, or making new ones. These were places where people could work (before co-working), where poets could write, artists could draw, and a couple could hold hands in a cozy little nook that is ever so common in Seattle coffee shops. While I wasn't ready to open a coffee shop, I was committed to building community. When I moved to the East Coast, I went back to grad school and became a community planner. One of my favorite parts is my work in economic development, assisting local businesses with the resources they need to be successful. I intend to continue this work through volunteer efforts with the Littleton Chamber of Commerce and as an Alternate on the Bethlehem Planning Board.

- 1995: The Founder (Angie) begins frequenting coffee shops around Seattle and the West Coast
- 2001: Began working as a Community Planner in New Hampshire
- 2015: Started working in Economic Development in Massachusetts
- 2023: Moved back to New Hampshire to work as Principal Planner of Strafford Regional Planning Commission, managing the Economic Development Program
- September 2023: Found a Facebook post on Bethlehem's Community Page from the Landlord asking for the community to give him ideas on the use of the retail space

- February 2024: Appointed as an Alternate to the Bethlehem Planning Board

#### Location

Our future home is located in my favorite place - Main Street! Our landlord is a creative entrepreneur who wants to be part of that revitalization as much as we do. The building is circa 1900s and has as a long history of being a restaurant. We look forward to continuing that trend!

- Main Street in Bethlehem is being revitalized thanks to local efforts
- We are adjacent one of the oldest, longest standing theatres in the northeast, with regular concerts and movies in the Spring, Summer and Fall
- Main Street is home to Rek-lis Brewing which is an incredibly successful brewery and is now a regional destination
- We are 15 minutes away from two major ski mountains - Bretton Woods and Cannon Mountain

#### Our Mission

We are committed to providing our customers with locally roasted coffee and a place where community and sustainability are foundational to our being.

- Embrace sustainability practices at all levels from the vendors we use, to the furniture and equipment that support us, and the processes we use to provide food and services to our customers.
- Be a community resource and hub for events, education, productivity and relaxation.
- Provide top notch service and products to all of our customers.

#### The Team

##### Angela Cleveland, AICP, Founder

Angie has been a community and economic development planner for over 23 years and is now ready to be part of the local and regional economy. She draws her inspiration from Seattle coffee shops, which she most recently visited to finish fitting out The Place and learn more about coffee shop management.

##### Stephen Cleveland, Bean Roasting Operator (BRO)

Steve is both the Bean Roasting Officer (BRO) and Chief Financial Officer. He has over 15 years of experience with sales, marketing and business management and we are so lucky to have him on our team!

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	\$30,000
Offering Deadline	April 12, 2024

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?	\$50,000
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)
Roaster (Dietrich)	\$22,000	\$30,000
Installation equipment	\$5,975	\$10,000
Working capital	\$0	\$6,625
Mainvest Compensation	\$2,025.00000000000002	\$3,375
TOTAL	\$30,000.0	\$50,000

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>	2.5 - 4.2% <sup>2</sup>
Payment Deadline	2031-12-31
Maximum Payment Multiple	1.4 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	3.92%

<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 2.5% and a maximum rate of 4.2% 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
\$30,000	2.5%
\$35,000	2.9%
\$40,000	3.4%
\$45,000	3.8%
\$50,000	4.2%

### 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	Equity Interests
Number of Shares Outstanding	0
Describe Voting Rights of These Securities, Including Any Limitations on Voting Rights	These Securities have Voting Rights
How these securities differ from the revenue sharing notes being offered to investors	The Equity Interests represent ownership interests in the Company, whereas the Promissory 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)
Angela Cleveland	75%

#### 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

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

No operating history

The Place Above the Notch was established in December 2023. Accordingly, there are limited financial statements and information for investors to review. When evaluating this investment opportunity, investors should consider factors outlined in the risk section as well.

No other outstanding debt or equity

The capital raised through Mainvest will make up the entirety of the The Place Above the Notch’s fundraising. However, The Place Above the Notch may require additional funds from alternate sources at a later date.

Other outstanding debt or equity

As of January 30, 2024, The Place Above the Notch has debt of \$0 outstanding and a cash balance of \$28,000. In addition to the The Place Above the Notch’s debt raised on Mainvest, The Place Above the Notch 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	\$184,000	\$193,200	\$202,860	\$213,003	\$223,653
Cost of Goods Sold	\$34,959	\$36,706	\$38,541	\$40,468	\$42,491
Gross Profit	\$149,041	\$156,494	\$164,319	\$172,535	\$181,162
EXPENSES					
Employee Wages	\$44,800	\$47,040	\$49,392	\$51,861	\$54,454
Payroll taxes	\$4,637	\$4,868	\$5,111	\$5,366	\$5,634
Toast POS	\$1,062	\$1,115	\$1,170	\$1,228	\$1,289
Ads/Promotion	\$250	\$262	\$275	\$288	\$302
Car/Travel	\$8,000	\$8,400	\$8,820	\$9,261	\$9,724
Rent	\$15,000	\$15,375	\$15,759	\$16,152	\$16,555
Electricity	\$3,000	\$3,150	\$3,307	\$3,472	\$3,645
Propane	\$704	\$739	\$775	\$813	\$853
Business Insurance	\$2,220	\$2,331	\$2,447	\$2,569	\$2,697
Paper Products	\$700	\$735	\$771	\$809	\$849
Internet WiFi	\$1,200	\$1,230	\$1,260	\$1,291	\$1,323
Cleaning Supplies	\$390	\$399	\$408	\$418	\$428
Merchant Fees	\$5,126	\$5,382	\$5,651	\$5,933	\$6,229
Operating Profit	\$61,952	\$65,468	\$69,173	\$73,074	\$77,180

#### (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	\$0	\$0
Cash & Cash Equivalents	\$0	\$0
Accounts Receivable	\$0	\$0
Short-term Debt	\$0	\$0
Long-term Debt	\$0	\$0
Revenues/Sales	\$0	\$0
Cost of Goods Sold	\$0	\$0
Taxes Paid	\$0	\$0
Net Income	\$0	\$0

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