Form C

HIDE ADMIN COMMENTS

Admin Only

Permission Level

We set the permission level for lawyers and others invited by the Form C so that they can't edit the Form C until an admin deems it okay to edit the form.

ADMIN

Cover Page

Name of Issuer:

Annie May's New England LLC

Legal status of Issuer:

Form: Limited Liability Company
Jurisdiction of Incorporation/Organization: DE
Date of organization: 7/3/2016

Physical address of issuer:

181 Mullport Avenue
Newburyville MA 02480

Website of Issuer:

https://www.anniemaysswetcafe.com/

Name of Intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001617024

SEC file number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283150

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of filing, for conducting the offering, including the amount of referral and other fees associated with the offering:

7.5% of the offering amount upon a successful fundraise, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

Yes

Type of security offered:

☐ Common Stock
☐ Preferred Stock
☐ Debt
☐ Other

If Other, describe the security offered:

Convertible Note

Target number of securities to be offered:

200,000

Price:

$1.00000

Method for determining price:

Principal portion of the total principal value of $200,000, interests will be sold in increments of $1 such investment is convertible to one unit as described under Item 13.

Target offering amount:

$200,000.00

Oversubscriptions accepted:

☐ Yes
☐ No

If yes, ehethee how oversubscriptions will be allocated:

☐ Pro-rata basis
☐ First-come, first-served basis
☐ Other

If other, describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

$1,000,000.00

Deadline to reach the target offering amount:

2/28/2021

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be canceled and committed funds will be returned.

Current number of employees:

4

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	$27,550.00	$0.00
Cash & Cash Equivalents:	$29,918.00	$0.00
Accounts Receivable:	$0.00	$0.00
Short-term Debt:	$8,233.00	$0.00
Long-term Debt:	$0.00	$0.00
Revenues/Sales:	$0.00	$0.00
Cost of Goods Sold:	$0.00	$0.00
Taxes Paid:	$0.00	$0.00
Net Income:	-$29,883.00	$0.00

Select the jurisdictions in which the issuer 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, BI, GU, PR, VI, FP

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but any instructions thereto, in bare outline. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or notes of questions is inapplicable or the response is unknown, or otherwise not material to the offering, either as a fact or in materiality, include a cross-reference to the responsive disclosure, or state the question or notes of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually come within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of Issuer

Annie May's New England LLC

COMPANY ELIGIBILITY

2. ☒ Check this box to certify that all of the following statements are true for the issuer.

- Organized under, and subject to, the laws of a State or Territory of the United States or the District of Columbia
- Not subject to the reporting obligations of the reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this Form C (or such shorter period for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated its business plan is to engage in a merger or acquisition with an unidentified company or companies.

INSTRUCTION TO QUESTION 2: If any of these statements are not true, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

☐ Yes ☒ No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Main Employer	Year Joined as Director
Robert May	CEO	Annie May's New England LLC	2018

For three years of business experience, refer to Appendix D: Director & Officer Work History

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joined
Robert May	CEO	2018

For three years of business experience, refer to Appendix D: Director & Officer Work History

INSTRUCTION TO QUESTION 5: For purposes of this Question, a file term officer means a president, vice president, secretary, treasurer or principal financial officer, comptroller or principal accounting officer, and any person that by(sic) performing similar functions.

PERSONAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	No. and Class of Securities Now Held	% of Voting Power Prior to Offering
Tanya May	180,000.0 Common Units	45.0
Dorothene Verdunes, LLC	150,000.0 Common Units	37.5

INSTRUCTION TO QUESTION 6: The above information must be provided as of a date that is no more than 120 days prior to the date of filing of this offering statement.

To calculate voting power, include all securities for which the person directly or indirectly has or shares the voting power, which includes the power to vote or to direct the voting of such securities. If the person has the right to acquire voting power of such securities within 60 days including through the exercise of any option, warrant or right, the conversion of a security or other arrangement, or pursuant to the power of a revocable proxy, the person shall be deemed to hold such voting power and shall also be deemed to have sole voting power and sole investment power with regard to such securities for purpose of calculating the voting power of the securities for sharer or such director or control - i.e. for example, a co-trustee) then should be included as being "beneficially owned". You should include an explanation of these circumstances in a footnote to the "Number of and Class of Securities Now Held." To calculate outstanding voting securities, the aggregate of outstanding options are exercised and all outstanding convertible securities converted.

BUSINESS AND ANTICIPATED BUSINESS PLAN

1. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

For a description of our business and our business plan, please refer to the business plan attached hereto as Exhibit A.

INSTRUCTION TO QUESTION 1: Attach as all pertinent information of your company's Wefunder profile (see an example (Appendix A) to this Form C) in PDF format. The subsections will include all Q&A items and "need more" links in an collapsed format, (if values will be transcribed).

This means that any information provided in your Wefunder profile will be provided in the SEC in response to this question. As a result, your company will be potentially liable for misstatements and omissions in your profile under the Securities Act of 1933, which requires issuers to provide material information about their business and securities offered to investors. Therefore, the information in your profile carefully to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.

RISK FACTORS

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. These securities have not been recommended or endorsed by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

6. Discuss the material factors that make an investment in the issuer speculative or risky.

Opening bakeries in the Northeast can be slow and time consuming because of permits, and may slow growth by taking longer than expected.

Our business is in the food industry, and food safety issues or product mishap could harm the reputation of our brand and damage business.

Our headquarters is in Massachusetts which has stricter labor and tax laws than many other states. Changes in these laws could negatively impact our business.

We are dependent on key suppliers for our allergy free ingredients. These suppliers could cease being in business which would negatively impact our business.

Local city ordinances can change at any time and cause problems in our business if we need new permits etc.

Robert May is a part-time officer. As such, it is likely that the company will not make the same progress as it would if that were not the case.

Our future success depends on the efforts of a small management team. The loss of services of the members of the management team may have an adverse effect on the company. There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our business.

INSTRUCTION TO QUESTION 6: Disclose operational, business and/or credit risk. Risk factors that are unique to the issuer. Discussion should be tailored to the issuer's business and the offering and should not repeat the factors addressed in the legends set forth above. No specific number of risk factors is required to be identified.

The Offering

USE OF FUNDS

11. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from the Offering. Accordingly, the Company will have broad discretion in using these proceeds.

12. How does the issuer intend to use the proceeds of this offering?

If raise raise: $199,000

Use of Proceeds: 50% to fund a wholesale/ecommerce business, 42.5% open the second bakery, 7.5% Wefunder intermediary fee

If raise raise: $1,000,000

Use of Proceeds: 30% to fund a wholesale/ecommerce business, 62.5% open the additional bakeries, each one costs about $300k to get started, 7.5% Wefunder intermediary fee

INSTRUCTION TO QUESTION 12: An issuer must provide a reasonably detailed description of any intended use of proceeds, such that investors are provided with an adequate amount of information to understand how the offering proceeds will be used. If an issuer has identified a range of possible uses, the issuer should identify and describe each probable use and the factors the issuer may consider in allocating proceeds among the different uses. If the issuer has not identified specific uses to the extent of the target offering amount, the issuer must describe its purpose, method for determining contribution, and intended use of the excess proceeds with similar specificity. Please include all potential uses of the proceeds of the offering, including any fees that may apply only in the case of oversubscription. If you do not do so, you may later be required to amend your Form C. Wefunder is not responsible for any failure by you to describe potential uses of offering proceeds.

DELIVERY & CANCELLATIONS

13. How will the issuer complete the transaction and deliver securities to the investors?

If we reach our target offering amount prior to the deadline, we may conduct an initial closing of the offering early. If we provide notice about the new offering deadline at least five business days before the new offering deadline (or a longer period if required by a material change that would require an extension of the offering and recollectation of the investment commitment), Wefunder will notify investors. If we conduct an initial closing, Thereafter, we may conduct additional closings from time to time at our and Wefunder's discretion until the deadline date.

The following describes the process to invest in the Company, including how the Company will complete an investor's transaction and deliver securities to the investor.

1. Investor Commitments. The investor will submit, through Wefunder Portal, a binding commitment to invest in the Company ("Investment Commitment") and an investment contract with the Company ("Investment Agreement"), using the investor's electronic signature.
2. Acceptance of Investment Agreement. If the Investor Agreement is complete, the investor's commitment will typically be accepted within a few minutes. The Company will countersign the Investment Agreement, and the investor will receive the wefunder.com website. After the offering closes, the contract will be countersigned by the Company. The executed Investment Agreement will then be sent to the investor via email, and is also available to download on the "My Investments" screen.
3. Transfer of Investor Funds. Upon receiving confirmation that an investment has been accepted, the investor will be responsible for transferring funds from a source that is accepted by Wefunder Portal into an escrow account held with a third party bank on behalf of issuers offering securities through Wefunder Portal.
4. Progress of the Offering. The investor will receive periodic email updates on the progress of the offering, such as when it has met its minimum target, and will be notified by email and through the "My Investments" screen when the target offering amount is met.
5. Closing. If the offering reaches or exceeds the target offering amount early, investor funds will be transferred from the escrow account to the Company on the deadline date identified in the Cover Page to this Form C and the securities will be issued to investors.
6. Early Closings. If the target offering amount is met prior to the original deadline date, we may close the offering earlier, but no less than 21 days after we initially make the offering available to investors ("Early Closing"), if we posted on our Wefunder Portal Profile, We will moreover the offering deadline, and at least five days prior to the new deadline, investors will receive notice of the new offering deadline (the "Notice of Early Closing"). If we do not hit the new deadline, your funds will be transferred to the Company from the escrow account, provided that the target offering amount is still met after any cancellations.
7. Book Entry. Investments may be in book entry form. This means that the investor may not receive a certificate representing his or her investment. Each investment will be recorded in our books and records and will be recorded in

each investor. "PRE-ENGAGEMENT SCREEN", the investor will also be provided the Investment Agreement again. The Investment Agreement will also be available on the Company's website. At the option of the Company, you may receive an electronic set-of-docs.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early. If it provides notice about the new offering deadline at least five business days prior to 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 prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investment commitment will be cancelled and the committed funds will be returned.

An investor's right to cancel. An investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the investor about the offering and/or the Company, the investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the investor does not reconfirm, he or she will receive notifications discussing that the commitment was cancelled due to material changes to the offering and the amount the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change in the offering that requires such a right to close, all of the investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the investor will receive, and refund the investor's funds.

The Company's right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

In addition, we may cap at 499 the total number of investors who will be allowed to invest through the offering that are not "accredited investors," as defined in Rule 501(a) of Regulation D under the Securities Act of 1933. In the event that we reach 499 investors who are not accredited investors, we will notify you of this step. If we take this step (2) described in Question 11, the Company may cancel investments based on the order in which payments by investors were received, or other criteria at the discretion of the Company, before the offering deadline.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

Convertible note with $10,000,000.00 valuation cap, 0.000% discount, 7% interest.
See exact security attached as Appendix B, Investor Contracts.

Type of Security: Convertible Promissory Notes ("Notes").

Amount to be Offered: The goal of the raise is $200,000.00

Valuation Cap: $10,000,000.00

Discount Rate: None

Maturity Date: 48 months from the Effective Date.

Investors: A "Major Investor" shall be an Investor that purchases a Note or Notes with an aggregate original principal balance of $50,000.00 or more.

Interest Rate: Interest shall accrue on the unpaid principal amount at a rate equal to 7% per annum. Interest shall commence with the date of note and shall continue until the unpaid principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All unpaid interest and principal shall be due and payable on or after the "Maturity Date".

Early-Bird: Investors investing in the first $350,000.00, will reserve a valuation cap of $8,000,000.00

Conversion and Repayment

Conversion upon a Change of Control. If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall convert the outstanding principal amount of this Note and any unpaid accrued interest (the "Outstanding Principal") into Common Units of the Company at a conversion price equal to the quotient resulting from dividing $10,000,000 by the number of outstanding units of equity securities of the Company immediately prior to the Change of Control, including all outstanding securities convertible into Common Units and exercised of all outstanding options and warrants, but excluding the units of
equity securities of the Company issuable upon the conversion of Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity) (the "Fully Diluted Units"). "Change of Control" means: (1) a consolidation or merger of the Company with or
into any other corporation or other entity or person, or any other reorganization, other than any such
consolidation, merger or reorganization in which the units of the Company immediately before such consolidation, merger or reorganization, continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (2) any transaction or series of transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; (3) the sale or transfer of all or substantially
all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; or (4) the closing of the Company's first underwritten public offering of units of the Company for cash pursuant to an effective registration statement filed under the Act, provided that a Change of Control shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor, indebtedness of the Company is cancelled, or converted or a combination thereof. The
Company shall give the Holder notice of a Change of Control not less than 10 days prior to the anticipated date of consummation of the Change of Control.

(b) Conversion upon a Qualified Financing. In the event that the Company issues and sells Equity Shares to investors (the "Investors") on or before the Maturity Date in an equity financing with total proceeds to the Company of not less than $1,000,000.00 (the "Qualified Financing"), which shall include, without limit, any other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity) (a "Qualified Financing"), then the outstanding principal amount of this Note and any unpaid accrued interest shall automatically convert in whole without any further action by the Holder into Preferred Units at a conversion price equal to the lesser of: (1) the price per unit at which Equity Shares by the Investors in the Qualified Financing multiplied by the Discount Rate; and (2) the quotient resulting from dividing $10,000,000 by the number of outstanding units of Equity Shares of the Company immediately prior to the Qualified Financing (assuming conversion of all securities convertible into Equity Shares and exercise of all outstanding options and warrants, but excluding the Equity Shares of the Company issuable upon the conversion of Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)). The Company and the Holder agree that the conversion price of the Notes as determined pursuant to this paragraph (the "Conversion Price") is less than the price per unit at which Equity Shares are issued in the Qualified Financing, the Company may, solely at its option, elect to convert this Note into units of a newly created series of Preferred Units having the identical rights, privileges, preferences and restrictions (including the Conversion Price) as shares issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the pre-share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Conversion Price; and (ii) the per share liquidation preference, which will equal the price per share paid by or imputed to determine the per share dividends of the Investors in the Qualified Financing relative to the purchase price paid by the Investors.

(c) Conversion At or After Maturity. In the event that this Note remains outstanding on the Maturity Date, then the outstanding principal balance of this Note and any unpaid accrued interest shall, upon the election of the majority of Holders prior to the Maturity Date, either: (i) require the Company to pay the outstanding principal and unpaid Note plus any unpaid accrued interest, or (ii) convert the Notes into Preferred Units at a conversion price equal to the quotient resulting from dividing $10,000,000 by the number of outstanding units of Equity Shares of the Company as of the Maturity Date.

(d) Interest Accrual. If a Change of Control is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is at least 30 days prior to the signing of the definitive agreement for the Change of Control.

Pro Rata Rights: *Private Sales for Major Investors.* Investors who invest at least $50,000.00 and are "accredited investors" will receive the right to purchase a pro-rata share of privately placed securities occurring after an equity offering covered by the Notes.

Voting Rights. This Note does not by itself entitle Holder to any voting rights or other rights as a unitholder of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of Holder, shall cause Holder to be a unitholder of the Company for any purpose.

Repurchase. If the Company determines, in its sole discretion, that it is likely that within six months the securities of the Company will be held of record by a sufficiently large number of persons and the aggregate assets of the Company for equity securities under the Securities Exchange Act of 1934, as amended, as required by Section 12(g) thereof, the Company shall have the option to repurchase this instrument from the Investor for the greater of (i) the Purchase Amount and (ii) the fair market value of this instrument, as determined by an independent appraiser selected by the Company (the "Fair Market Value of the Note, the "Repurchase", and such greater value, the "Repurchase Value"); provided, however, that, in the event an Equity Financing occurs within three months after the Repurchase Date, the Company shall pay to the Investor the difference (if any) by which the Repurchase Value exceeds the value of the shares of Safe Preferred Units the Investor would have received had the Repurchase not occurred (where such value is determined by multiplying the number of shares of Safe Preferred Units by the Conversion Price and is referred to as the "Aggregate Value"). the Company shall pay to the Investor the difference (if any) by which the Aggregate Value exceeds the Fair Market Value of the Repurchase Value promptly following the consummation of the Equity Financing. Such independent appraiser shall be regularly engaged in the valuation of securities. The foregoing repurchase option terminates upon a Change of Control or Dissolution Event.

14. Do the securities offered have voting rights?

☐ Yes
☒ No

15. Are there any limitations on any voting or other rights identified above?

☒ Yes, No Voting Rights
☐ No

16. How may the terms of the securities being offered be modified?

Any term of this Note may be amended or waived with the written consent of the Company and the holders of Notes that in the aggregate of the notes are given prompt written notice of such waivers and amendments.

RESTRICTIONS ON TRANSFER OF THE SECURITIES BEING OFFERED:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

1. to the issuer,
2. to an accredited investor,
3. as part of an offering registered with the U.S. Securities and Exchange Commission, or
4. to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

DESCRIPTION OF ISSUER'S SECURITIES

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights
Common Units:	1,000,000	1,000,000	Yes

Class of Security	Securities Reserved for Issuance upon Exercise or Conversion
Warrants:	
Options:	

Describe any other rights:

The company has not authorized preferred units. (If converted, investors in the convertible note will receive preferred units, which do not have voting rights but do have liquidation preferences over common units.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

Because the investor holds no voting rights, the holders of a majority in interest of voting rights in the Company could limit the investor's rights in a material way. For example, those interest holders could vote to change the terms of the operating agreement for the Company, change the terms of securities issued to engage in additional offerings (including potentially a public offering).

These changes could result in further limitations on the voting rights the investor will have as an owner of equity in the Company, for example by diluting these rights or limiting them to certain types of events or consents.

To the extent applicable, in cases where the rights of holders of convertible debt, SAFEs, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an investor's interests in the Company may be diluted. This means that the pro-rata portion of the Company represented by the investor's units may decrease, diluting the value of the investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional units, an investor's interest will typically also be diluted.

Based on the risk that an investor's rights could be limited, diluted or otherwise qualified, the investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

Additional risks related to the rights of other security holders are discussed below, in Question 20.

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

None

20. How could the exercise of rights held by the principal shareholders identified in Question 5 dilute the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, the principal shareholders could exercise their rights in a way that could negatively affect the value of the investor's securities in the Company, and the investor will have no recourse to change those decisions. The investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the investor.

For example, the unitholders may change the terms of the operating agreement for the company, change the terms of securities issued by the Company, change the Company's business model, or issue additional securities in the Company's securities. The unitholders may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company's securities in a way that negatively affects the value of the securities the investor holds in the Company, including by providing certain rights to investors or sharing information that the investor, leaving the investor at a disadvantage with respect to any decisions regarding the securities he or she owns.

In cases where the rights of holders of convertible debt, SAFEs, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an investor's interests in the Company may be diluted. This means that the pro-rata portion of the Company represented by the investor's units may decrease, diluting the value of the investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional units, an investor's interest will typically also be diluted.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not obtain any independent appraisal or opinion, and the offering price should not be independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

The initial amount invested in a Convertible Note is determined by the investor, and we do not guarantee that the Convertible Note will be converted into any particular number of shares.

As discussed in Question 13, when we engage in an offering of equity involving Units, investors may receive a number of shares of Preferred Units calculated as either the conversion price equal to
(i) the lesser of:
70% of the price paid per share for Equity Securities by the investors in the Qualified Financing
or (ii) the price equal to the quotient of the valuation cap of $10,000,000.00 (the "Valuation Cap") divided by the aggregate number of outstanding shares of the Company's capital stock immediately prior to the closing of the Qualified Financing (assuming full conversion or exercise of all convertible and exercisable securities then outstanding, but excluding the shares of equity securities of the Company issuable upon the conversion of the Notes or any other debt).

Because there will likely be no public market for our securities prior to an initial public offering or similar liquidity event, the price of the units that investors will receive, and/or the total value of the Company's capitalization, will be determined by us in our sole discretion. In all cases, we may consider factors including the price of units are prevailing market conditions, our financial information, market valuations of other companies that we believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

In addition, we may will perform valuations of our units that take into account, as applicable, factors such as the following:

- unrelated third party valuations;

- the price at which we sell other securities in light of the relative rights, preferences and privileges of those;

- our results of operations, financial position and capital resources;

- current business conditions and projections;

- the marketability or lack thereof of the securities;

- the hiring of key personnel and the experience of our management;

- the introduction of new products;

- the risk inherent in the development and expansion of our products;

- our stage of development and material risks related to our business;

- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the

- market conditions and the nature and history of our business;

- industry trends and competitive environment;

- trends in consumer spending, including consumer confidence;

- overall economic indicators, including gross domestic product, employment, inflation and interest rates; and

- the general economic outlook

We will analyze factors such as those described above along a combination of financial and market-based methodologies to determine our business enterprise value. Companies in the same or similar industries as the Company or companies operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An investor in the Company will likely hold a minority position in the Company, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the investor's interest in the Company will depend upon many factors outside the control of the investor. The Company will be managed by its officers and be governed in accordance with the strategic determinations and decisions of the Company's management. Investors have no independent right to name or remove an officer or member of the Management of the Company.

Following the investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the investor in the Company. The investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured.

The amount of additional financing needed by the Company, if any, will depend upon the nature of the business and its growth plans. The declining of an opportunity or the inability of the investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the investor's interest in the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities. Following the investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the investor in the Company. The investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the nature and objectives of the Company. The declining of an opportunity or the inability of the investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase shares of its securities from time to time. Such a repurchase may reduce the market for such securities, decrease the percentage interests held by other similarly situated investors to the investor, and create pressure on the investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the investor will rely upon the determinations and decisions of the Company's management and its ability to maximize value for shareholders. Accordingly, the success of the investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company. If the Management of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of its assets, there is no assurance that the amount of the value received by the investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the investor's initial investment in the Company.

Transactions with related parties. The investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management of the Company will be required to act in the best interests of the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its shareholders. By acquiring an interest in the Company, the investor will be deemed to have acknowledged the existence of such conflicts of interest and potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer:

Convertible Note	
Issue date	05/13/19
Amount	$200,000.00
Interest rate	12.0% per annum
Discount rate	0.0%
Valuation cap	$10,000,000.00
Maturity date	06/13/22

The note pays interest. Conversion is optional by the noteholder, no repayment of principal.

INSTRUCTION TO QUESTION 24: Name the creditor, amount owed, interest rate, maturity date, and any other material terms.

25. What other exempt offerings has the issuer conducted within the past three years?

Offering Date	Exemption	Security Type	Amount Sold	Use of Proceeds
5/2019	Regulation D, Rule 506(b)	Convertible Note	$200,000	General operations

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction with an officer or director of the issuer since the beginning of the issuer's preceding fiscal year, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act (including the amount of the proposed offering) including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

1. any director or officer of the issuer;
2. any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
4. or if) any immediate family member of any of the foregoing persons.

☐ Yes
☒ No

INSTRUCTION TO QUESTION 26: The term transaction includes, but is not limited to, any financial transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships.

Beneficial ownership for purposes of paragraph (3) shall be determined as of a date that is no more than 120 days prior to the date of filing of this offering statement and using the same calculation described in Question 21 of the Question and Answer format.

The term "member of the family" includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the person, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

Compute the amount of a related party's interest in any transaction without regard to the amount of the profit or loss involved in the transaction. Where it is not practicable to state the approximate amount of the interest, disclose the approximate amount involved in the transaction.

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

☐ Yes
☒ No

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historic results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes and other financial information included elsewhere in this offering. Some of the information contained in this discussion and analysis, including information regarding the strategy and plans for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section of this offering statement for a discussion of the important factors or results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

Allergy free bakery where everything is free of the top 8 food allergens.

Given the Company's limited operating history, the Company overall reliably estimate how much revenue it will realize in the future, if any.

Milestones

Annie May's New England LLC was incorporated in the State of Delaware in July 2018. Annie May's New England LLC is modeled off of an existing cupcake entity called Annie May's Bakery in Louisville, KY. The two entities do not share any liabilities or assets. Investors in this campaign are investing in Annie May's New England LLC only.

Since then, we have:

- Building a national allergy free brand
- The company this was was modeled after has been in business for 7 years
- Utilizing technology for higher margins

Historical Results of Operations

Our company was organized in July 2018 and has limited operations upon which investors can evaluate our business and potential for performance. Investors in this campaign are only investing in Annie May's New England LLC, and not the Louisville location.

- *Revenues & Gross Margin.* For the period ended December 31, 2018, the Company had revenues of $0.

- *Assets.* As of December 31, 2018, the Company had total assets of $27,993, including $19,999 in cash.

- *Net Loss.* The Company has had net losses of $20,483 for 2018.

- *Liabilities.* The Company's liabilities totaled $9,233 for 2018.

Related Party Transaction

Refer to Question 26 of this Form C for disclosure of all related party transactions.

Liquidity & Capital Resources

To-date, the campaign has been financed with $200,000 in convertibles.

After the conclusion of this Offering, should we hit our minimum funding target, our projected runway is 18 months before we need to raise further capital.

We plan to use the proceeds as set forth in this Form C under "Use of Funds". We don't have any other sources of capital in the immediate future.

We will likely require additional financing in excess of the proceeds from the Offering in order to perform operations over the lifetime of the Company. We plan to raise capital in 18 months. Except as otherwise described in this Form C, we do not have any additional sources of capital within the foreseeable future. Because of the complexities and uncertainties in establishing a new business strategy, it not possible to adequately project whether the proceeds of this offering will be sufficient to enable us to implement our strategy. This complexity and uncertainty will be increased if less than the maximum amount of securities are sold in this offering. If so, the Company may need to obtain additional funds in the future from investors. Although capital may be available for early-stage companies, there is no guarantee that the Company will receive any investments from investors.

Runway & Short/Mid Term Expenses

Annie May's New England LLC cash in hand is $40,000, as of October 2019. Over the last three months, revenues have averaged $0/month, cost of goods sold has averaged $0/month, and operational expenses have averaged $10,000/month, for an average burn rate of $10,000 per month. Our intent is to be profitable in 6 months.

There is an original Annie May's bakery in Louisville, KY that has been open for about seven years. Annie May's New England LLC is opening new locations for the bakery in the New England area. The first of the bakeries is going to be open in Boston, MA. The cost to open each location is about $300,000 on average, but the cost to open each location is about $250,000 on average, but varies widely. We expect (although cannot guarantee) that this first location will be profitable within 4 - 6 months of opening. We then hope to be profitable in 6 months at about $15k per month in revenue and $12k in expenses.

If needed, we have private investor funds we can draw on.

INSTRUCTION TO QUESTION 28: The discussion must cover each year for which financial statements are provided. Because will is prior operating history the discussion should focus on financial milestones and operational, liquidity and other challenges. For issuers with an operating history, the discussion should focus on whether historical results and cash flows are representative of what investors should expect in the future. Take into account the proceeds of the offering and any other material events or circumstances that reasonably can be expected to impact the issuer's liquidity, whether running these funds will cause additional funds is necessary to the viability of the business, and how quickly the issuer anticipates using its available cash. Describe the other available sources of capital to the business, such as lines of credit or required contributions by shareholders. Reference to the issuer in this Question should have instructions refer to the issuer and its predecessors, if any.

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter.

Refer to Appendix C, Financial Statements.

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power, issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

i. in connection with the purchase or sale of any security? ☐ Yes ☒ No
ii. involving the making of any false filing with the Commission? ☐ Yes ☒ No
iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or sole solicitor of purchasers of securities? ☐ Yes ☒ No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4(a)(5) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

i. in connection with the purchase or sale of any security? ☐ Yes ☒ No
ii. involving the making of any false filing with the Commission? ☐ Yes ☒ No
iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or sole solicitor of purchasers of securities? ☐ Yes ☒ No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that

i. at the time of the filing of this offering statement bars the person from:
   A. association with an entity regulated by such commission, authority, agency or officer? ☐ Yes ☒ No
   B. engaging in the business of securities, insurance or banking? ☐ Yes ☒ No
   C. engaging in savings association or credit union activities? ☐ Yes ☒ No
ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? ☐ Yes ☒ No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser or funding portal? ☐ Yes ☒ No
ii. places limitations on the activities, functions or operations of such person? ☐ Yes ☒ No
iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? ☐ Yes ☒ No

(5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

i. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 10(b)(5) of the Securities Act, Section 9(b) of the Exchange Act, Section 206(1) of the Investment Advisers Act of 1940 or Section 17(a)(1) of the Securities Act of 1933 or any other rule or regulation thereunder? ☐ Yes ☒ No
ii. Section 5 of the Securities Act? ☐ Yes ☒ No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

☐ Yes ☒ No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

☐ Yes ☒ No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4(a)(5) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary or permanent injunction issued within five years by a United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

☐ Yes ☒ No

If you answer truth answered "Yes" to any of those questions but the convictions, orders, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

INSTRUCTION TO QUESTION 30: Final order means a written direction or declaratory statement issued in a proceeding by a regulatory agency or office, which denies, grants, withdraws, or imposes applicable regulatory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

Bad actors are required to be disclosed with respect to events relating to any affiliated issuer that occurred before the filing of the offering, but disclosure is not required of events that only the issuer exercise control will do issuer by a third party that was in control of the affiliated entity at the time of such events.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include:

- (1) any other material information presented to investors; and

- (2) such further material information, if any, as may be necessary to make the required statements, in the light of the circumstances under which they are made, not misleading.

All information presented to investors hosted on Wefunder.com is available in Appendix A, Business Description & Plan.

INSTRUCTION TO QUESTION 31: If information is presented to investors in a format, media or other source so able to be referred to in a portable document format, the issuer should include (1) a description of the material content of such information,
(2) a description of the format in which such disclosure is presented, and
(3) in the case of disclosure in a video, audio or other dynamic media or format, a transcript or

description of such disclosure.

ONGOING REPORTING

(i) The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

(ii) Once posted, the annual report may be found on the issuer's website at:

Annual

The issuer must continue to comply with the ongoing reporting requirements until:

1. the issuer is required to file reports under Exchange Act Sections 13(A) or 15(d);
2. the issuer has filed at least one annual report and has fewer than 300 holders of record;
3. the issuer has filed at least three annual reports and has total assets that do not exceed $10 million;
4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(6)(f), including any payment in full of debt securities or any complete redemption of redeemable securities, or the issuer liquidates or dissolves in accordance with state law.

APPENDICES

Appendix A: Business Description & Plan

Appendix B: Investor Contracts

- Annie May's Convertible Note
- Annie May's Convertible Note Early Bird

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Robert May

Appendix E: Supporting Documents

- Annie_May_LLC_Agreement_signed.pdf

Add new Form C attachment (admin only)

Signatures

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The following documents will be filed with the SEC:

Cover Page XML

Offering Statement (this page)

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- Financials 1

Appendix D: Director & Officer Work History

- Robert May

Appendix E: Supporting Documents

- Annie_May_LLC_Agreement_signed.pdf

Pursuant to the requirements of Sections 4(6)(b) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this form to be signed on its behalf by the duly authorized undersigned.

Annie May's New England LLC

By

Robert May

Owner

Pursuant to the requirements of Sections 4(6)(b) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C has been signed by the following persons in the capacities and on the dates indicated.

Robert May

Owner

10/24/2019

ENTER ADDITIONAL PERSONS TO SIGN

This form C must be signed by its issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's agent and give Wefunder Portal and/or its affiliates (Wefunder, Inc.) the power to act on my behalf to execute and file any paperwork, pay invoices, sense to and file a Form C on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.