



OFFERING MEMORANDUM

facilitated by



Tilton Brothers Brewing, 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.

EXPEDITED OFFERING

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

(A) The Company

Name of Company	Tilton Brothers Brewing, LLC
State of Organization	NH
Date of Formation	10/10/2017
Entity Type	Limited Liability Company
Street Address	845 Lafayette Rd Ste 6, Hampton NH, 03842
Website Address	tiltonbrothersbrewing.com

(B) Directors and Officers of the Company

Key Person	Benjamin Tilton
Position with the Company Title First Year	Co-Owner 2017
Other business experience (last three years)	<i>Ben gained a range of experience circling around the beer industry, including brewery restaurants, bar management, beer sales, and draft line maintenance. Along with his brother Dave, he built a portfolio of unique beer recipes that they have since scaled to be brewed on a professional system. Ben is the head brewer and also contributes to the creative side of the Tilton Brothers Brewing operation and brand.</i>

Key Person	Joseph Chase
Position with the Company Title First Year	Owner 2017
Other business experience (last three years)	<i>Joe is a co-owner of TBB and brings entrepreneurial experience and financial expertise to the business. In addition to his role with TBB, Joe is a CFA Charterholder and a partner at a wealth management firm.</i>

Key Person	David Tilton
Position with the Company Title First Year	Co-Owner 2017
Other business experience (last three years)	Dave assisted Ben with the development of Tilton Brothers Brewing's original beer portfolio and now provides support for general operations at the brewery. Dave additionally develops software solutions for an engineering and consulting services company.

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

Name of Holder	% of Voting Power (Prior to Offering)
Benjamin Tilton	23.5%
Joseph Chase	23%
David Tilton	23.5%

(D) The Company's Business and Business Plan

The Team

Ben Tilton, Owner & Head Brewer

Ben has extensive history in the craft beer industry, which started with his work in several breweries and pubs. He then transitioned to working as a high end sales representative for Anheuser-Busch, then transitioned to craft sales for Dogfish Head, before starting Tilton Brothers Brewing in 2018. Ben lives in Newmarket, NH with his wife Marina who is a recruiting specialist, an ardent supporter of the brewery and a lover of kettle sours.

Dave Tilton, Owner

Dave latched onto his dad's appreciation for beer and homebrewing while growing up. The two brewed their first cooperative batch of homebrew a decade ago with much fanfare from family and friends. Encouraged by the results, Dave began brewing and formulating recipes with Ben not long after and the two built and refined their portfolio over the next several years until they met Joe Chase and turned the shared dream of opening a brewery into reality. Dave has developed software for over a decade and currently works on contracts to support the Portsmouth Naval Shipyard. He lives in Portsmouth with his fiancé Stephanie and their rabbit Leland.

Joe Chase, Owner

Joe discovered his passion for investing at an early age. After buying his first mutual fund in high school, Joe opened a brokerage account in college to begin trading stocks. His love for investing grew rapidly, and shortly after college Joe started managing an equity portfolio for a single family office, splitting time between Coral Gables, FL and Newport, RI. While living in Florida, Joe began investing in single family homes in the Jacksonville market, at first flipping homes and later holding houses as rental properties. Those properties have since been sold to diversify into many of the same investments that Joe recommends for his clients today in his role at Lake Street. Joe lives in downtown Portsmouth, NH with his wife Erin, who coaches lacrosse at the University of New Hampshire. They enjoy spending time together, ideally being active and outdoors at the beach or in the mountains.

Jeff Carmichael, Bartender & Taproom Manager

Ashlee "The Beer Mama", Chef

James O'Connell, Bartender

Intended Use of Funds

With the funds raised from our Mainvest campaign, we will upgrade our brewing system and

expand distribution in New Hampshire as well as expand into Massachusetts.

- Expand to a 7 bbl brewing system
- Improve quality and consistency of product
- Add two 7 bbl fermentation vessels to increase output

Our Story

Tilton Brothers Brewing was founded in 2019 by Ben & Dave Tilton and Joe Chase. We started the business due to our shared love of craft beer and entrepreneurial spirit.

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

(E) Number of Employees

The Company currently has 6 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	\$75,000
Offering Deadline	August 4, 2021

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

(H) Commitments that Exceed the Target Offering Amount

Will the Company accept commitments that exceed the Target Offering Amount?	Yes
What is the maximum you will accept in this Offering?	\$150,000
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)
Glycol system upgrade	\$20,000	\$20,000
New 7bbl FVs	\$15,000	\$15,000
New Brewhouse System	\$30,000	\$40,000
Working Capital & Debt Reduction	\$5,500	\$66,000
Mainvest Compensation	\$4,500	\$9,000
TOTAL	\$75,000	\$150,000

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

(J) The Investment Process

To Invest

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

TO CANCEL YOUR INVESTMENT

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

Other Information on the Investment Process

- Investors may cancel an investment commitment until 48 hours prior to the Offering Deadline.
- MainVest will notify investors when and if the Target Offering Amount has been raised.
- If the Company reaches the Target Offering Amount before the Offering Deadline, it may

close the offering early if it provides notice about the new Offering Deadline at least five business days before such new Offering Deadline, absent a material change that would require an extension of the offering and reconfirmation of the investment commitment.

- If an investor does not cancel an investment commitment before the 48-hour period before the Offering Deadline, the funds will be released to the Company upon closing of the offering and the investor will receive securities in exchange for his or her investment.

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

(K) Material Changes

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

[Explanation](#)

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

(L) Price of the Securities

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

(M) Terms of the Securities

Overview

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

Summary of Terms

Revenue Percentage ¹	5.0 - 10.0% ²
Payment Deadline	2031-01-01
Maximum Payment Multiple ³ - Early Investors - All Other Investors	1.6 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	2.06%

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 5.0% and a maximum rate of 10.0% 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
\$75,000	5.0%
\$93,750	6.2%
\$112,500	7.5%
\$131,250	8.8%
\$150,000	10.0%

³ To reward early participation, the investors who contribute the first \$10,000.0 raised in the offering will receive a 1.6x cap. Investors who contribute after \$10,000.0 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)
Benjamin Tilton	23.5%
Joseph Chase	23%
David Tilton	23.5%

How the Exercise of Voting Rights Could Affect You

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

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

How the Notes are Being Valued

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

(N) The Funding Portal

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

(O) Compensation of the Funding Portal

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

(P) Indebtedness of the Company

Creditor	Amount	Interest Rate	Maturity Date	Other Important Terms
Loan from Shareholder	\$70,000	5%	07/31/2040	20 year term
EIDL SBA Loan	\$32,300	1%	05/01/2041	
PPP Loans - First Draw	\$23,300	1%	05/01/2022	This loan has been disbursed by the lender and has not yet been fully repaid or forgiven. The exact status of ongoing loans is not released by the SBA.
PPP Loans - Second Draw	\$21,908	1%	02/01/2026	This loan has been disbursed by the lender and has not yet been fully repaid or forgiven. The exact status of ongoing loans is not released by the SBA.

(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”

Joe Chase has loaned \$70,000 to the LLC to support operations.

(S) The Company’s Financial Condition

We raised equity financing from ourselves as well as friends and family to support our 2019 opening. We quickly gained momentum and then COVID hit. We were able to raise debt capital through PPP loans and other avenues to keep the lights on and retain all of our employees. We've now turned a corner and expect to be profitable in each month starting in June 2021 due to expanded distribution and the reopening of on premise sales in the taproom.

The upgrade to our brewhouse will allow us to do single batches (rather than the double batches required currently) and will increase our output by over 40%. Many of our costs are fixed, so with 65%+ gross margins, much of the gross profit will drop the bottom line.

We believe our financial projections are very realistic and we're looking forward to growing our business with you!

(T) The Company’s Financial Statements

Please see Appendix B for historical financial statements.

FINANCIAL INFORMATION NOT INDEPENDENTLY REVIEWED

THE FINANCIAL INFORMATION PROVIDED TO INVESTORS HAS NOT BE REVIEWED BY AN INDEPENDENT PUBLIC ACCOUNTANT AND IS CERTIFIED BY THE PRINCIPAL EXECUTIVE

OFFICER OF THE ISSUER.

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	\$500,000	\$550,000	\$588,500	\$617,925	\$636,462
Cost of Goods Sold	\$150,000	\$165,000	\$176,550	\$185,377	\$190,938
Gross Profit	\$350,000	\$385,000	\$411,950	\$432,548	\$445,524
EXPENSES					
Rent	\$21,600	\$22,140	\$22,693	\$23,260	\$23,841
Utilities	\$24,000	\$24,600	\$25,215	\$25,845	\$26,491
Salaries	\$150,000	\$165,000	\$176,550	\$185,377	\$190,938
Insurance	\$1,500	\$1,537	\$1,575	\$1,614	\$1,654
Equipment Lease	\$1,500	\$1,537	\$1,575	\$1,614	\$1,654
Repairs & Maintenance	\$3,000	\$3,075	\$3,151	\$3,229	\$3,309
Legal & Professional Fees	\$2,000	\$2,050	\$2,101	\$2,153	\$2,206
Operating Profit	\$146,400	\$165,061	\$179,090	\$189,456	\$195,431

(U) Disqualification Events

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

Explanation

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

(V) Updates on the Progress of the Offering

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

(W) Annual Reports for the Company

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

(X) Our Compliance with Reporting Obligations

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

(Y) Other Information Prospective Investors Should Know About

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

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

[Additional Information Included in the Form C](#)

	Most recent fiscal year-end (tax returns)	Prior fiscal year-end (tax returns)
Total Assets	\$38,699.00	\$46,056.00
Cash & Cash Equivalents	\$8,645.00	\$13,865.00
Accounts Receivable	\$0	\$0
Short-term Debt	\$0	\$0
Long-term Debt	\$0	\$0
Revenues/Sales	\$245,866.00	\$174,596.00
Cost of Goods Sold	\$156,329.00	\$238,841.00
Taxes Paid	\$0	\$0
Net Income	\$-93,929.00	\$-253,400.00

Jurisdictions in which the Company intends to offer the securities:

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