Form C

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Name of issuer:

Liquorem Holdings Corporation

Legal status of issuer:

Form:

Corporation

Jurisdiction of Incorporation/Organization:

DE

Date of organization:

11/21/2022

Physical address of issuer:

739 Old Clemson Road
Columbia, SC 29229

Website of issuer:

https://proofhardicecream.com

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC file number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283503

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 the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

7.9% 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:

No

Type of security offered:

- [x] Common Stock
- [ ] Preferred Stock
- [ ] Debt
- [ ] Other

Target number of securities to be offered:

100,000

Price:

$1.20

Method for determining price:

By board resolution, the Company set the offering price at $1.20/share, a $17,961,676 pre-money valuation using the treasury stock method ($1.00/share and a $13,771,281 pre-money valuation for the first $250,000 invested and Wefunder VIP investors).

Target offering amount:

$100,000.00

Oversubscriptions accepted:

- [x] Yes
- [ ] No

Disclose how oversubscriptions will be allocated:

- [ ] Pro-rata basis
- [ ] First-come, first-served basis
- [x] Other

Describe how oversubscriptions will be allocated:

As determined by the issuer

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

$1,235,000.00

Deadline to reach the target offering amount:

4/30/2027

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:

3

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	$2,014,171.00	$2,146,995.00
Cash & Cash Equivalents:	$331,829.00	$35,897.00
Accounts Receivable:	$331,393.00	$222,594.00
Current Liabilities:	$1,555,762.00	$1,490,574.00
Non-Current Liabilities:	$5,096,807.00	$5,264,730.00
Revenues/Sales:	$1,064,749.00	$959,961.00
Cost of Goods Sold:	$603,460.00	$564,478.00
Taxes Paid:	$0.00	$0.00
Net Income:	($2,756,927.00)	($3,744,108.00)

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, B5, GU, PR, VI, 1V

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. 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 series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series 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 occur 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:

Liquorem Holdings Corporation

COMPANY ELIGIBILITY

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 requirement to file 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 offering statement (or 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 that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

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
J. Benjamin Jackson III	Orthopaedic Surgeon	University of South Carolina	2024
Jennifer Randall-Collins	CEO	PROOF Hard Ice Cream	2018
Taylor Kilfoil	Cofounder and Chief International Officer	InClin, Inc.	2024
Lawrence McGuckin	CEO	Yovant	2024
Dirk Brown	Director, McNair Institute for Entrepreneurism and Free Enterprise; Executive Chairman of the Company	University of South Carolina	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
Jennifer Randall-Collins	CEO	2018
Dirk Brown	Treasurer, Secretary	2018

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

PRINCIPAL 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	% of Voting Power Prior to Offering
No principal security holders.	

Business and Anticipated Business Plan

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

Please review your Wefunder 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.

For a description of our business and our business plan, please refer to the attached Appendix A, Business Description & Plan.

RISK FACTORS

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

A crowdfunding investment involves risk. Investors should not invest any funds unless they can afford to lose the 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 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.

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.

Our business involves the production and sale of alcohol-infused ice cream, which subjects us to extensive regulation by federal agencies including the Alcohol and Tobacco Tax and Trade Bureau (TTB), the Food and Drug Administration (FDA), and state and local alcohol control boards in each jurisdiction where we manufacture, distribute, or sell our products. We must maintain multiple licenses and permits, comply with labeling requirements, adhere to production standards, and navigate varying state laws regarding the sale and shipment of alcoholic products. Changes to these regulations, failure to maintain required licenses, or violations of applicable laws could result in fines, penalties, product recalls, loss of distribution channels, or prohibition from operating in certain markets. The cost and complexity of regulatory compliance may increase as we expand into new states and distribution channels, and we cannot guarantee that we will be able to maintain compliance in all jurisdictions where we operate.

The alcoholic beverage and frozen dessert markets are highly competitive and dominated by large, well-established companies with significantly greater financial resources, brand recognition, distribution networks, and marketing capabilities than Proof Hard Ice Cream. Major alcohol producers and ice cream manufacturers could develop competing alcohol-infused frozen dessert products and leverage their existing relationships with retailers, distributors, and consumers to gain market share. These competitors may be able to devote greater resources to product development, marketing, and promotional activities, and may be able to offer more favorable pricing or terms to retailers. We cannot assure investors that we will be able to compete effectively against current or future competitors, and increased competition could result in reduced sales, lower margins, or loss of market share.

Our products are frozen desserts that require continuous refrigeration throughout the manufacturing, storage, distribution, and retail process. We depend on a reliable cold chain infrastructure, including refrigerated warehousing, transportation, and retail display cases. Any breakdown in this cold chain due to equipment failure, power outages, transportation delays, natural disasters, or other disruptions could result in product spoilage, quality degradation, customer dissatisfaction, product returns, and financial losses. The cost of maintaining cold chain logistics is substantial and may increase due to energy costs, equipment maintenance, or the need to expand our distribution network. We also depend on third-party logistics providers and distributors to maintain proper temperature controls, and we have limited ability to monitor or control their handling of our products. Failures in cold chain management could damage our brand reputation and adversely affect our business.

While we distribute through hundreds of retail locations, our business depends significantly on relationships with major retail chains including Walmart, Food Lion, and Save Mart. The loss of any major retail partner, a reduction in their orders, unfavorable changes to our agreements, or their decision to promote competing products could substantially harm our revenue and growth prospects. These large retailers have significant negotiating leverage and may demand pricing concessions, promotional allowances, or other terms that reduce our profitability. We cannot guarantee that we will maintain these relationships or that we will be able to replace lost revenue if a major partner discontinues carrying our products. Our dependence on key retail partners creates concentration risk that could materially affect our financial condition.

Ice cream sales typically experience seasonal fluctuations, with higher demand during warmer months and reduced demand during colder periods. This seasonality may cause significant variations in our quarterly revenue and cash flow, making it difficult to predict our financial performance and manage our operations efficiently. Additionally, consumer preferences in the food and beverage industry can change rapidly due to health trends, dietary preferences, social media influence, and competitive product launches. Our products contain both alcohol and dairy, which may limit appeal among consumers who avoid these ingredients for health, dietary, religious, or personal reasons. If consumer interest in alcohol-infused desserts declines, or if we fail to adapt to changing consumer preferences, our sales and growth prospects could be adversely affected.

We will need to raise additional capital to fund our planned expansion of sales and distribution, operations, and marketing activities. We do not currently have commitments for additional financing beyond this offering, and there can be no assurance that we will be able to obtain additional funding on acceptable terms, if at all. Our ability to secure additional financing will depend on numerous factors including our financial performance, market conditions, investor appetite for early-stage companies, and competition for capital. If we are unable to raise sufficient capital when needed, we may be forced to delay, reduce, or eliminate our expansion plans, reduce our workforce, curtail product development, or cease operations entirely. Any additional equity financing will result in dilution to existing investors, and debt financing, if available, may impose restrictive covenants that limit our operational flexibility.

We intend to conduct additional equity financings to support our growth and operations. The issuance of additional equity securities, whether through private placements, crowdfunding offerings, or other means, will have a dilutive effect on existing investors' ownership percentage in the company. Future investors may receive rights, preferences, or privileges that are superior to those of current investors. The extent of dilution will depend on the amount of capital we raise, the valuation at which securities are issued, and the terms of future financing rounds. While we need additional capital to execute our business plan, investors should understand that their ownership stake will likely be reduced, potentially significantly, through future financings, and the value of their investment may be adversely affected.

There is no public market for the securities being offered, and we do not expect one to develop in the foreseeable future. The securities have not been registered under the Securities Act of 1933 or any state securities laws, and they may not be sold or transferred except in compliance with applicable securities laws, including registration requirements or available exemptions. Additionally, securities purchased in this offering are subject to a one-year holding period during which they cannot be resold except in very limited circumstances. Even after the holding period expires, there may be no buyers for the securities, and you may never be able to liquidate your investment. You should be prepared to hold these securities indefinitely and should not invest funds that you may need for other purposes. The lack of liquidity may also make it difficult to value your investment.

As a minority investor purchasing common stock, you will have no ability to control or significantly influence decisions regarding the company's business, operations, or strategy. All major decisions, including decisions regarding financing, acquisitions, sales of the

company, dividend distributions, and operational matters, will be made by the company's management and board of directors. You will have limited voting rights, and your vote will not be sufficient to influence any matter submitted to shareholders. Additionally, as an investor in a private company that has conducted a Regulation Crowdfunding offering, you will have limited information rights compared to investors in public companies. The company is required to file annual reports with the SEC, but these reports contain less detailed information than reports filed by public companies, and you will not have access to the same level of financial and operational information that would be available for a publicly traded company.

There are part-time officers. As such, it is likely that the company will not make the same progress as it would if that were not the case. Certain of our officers do not devote their full working time to the Company. The principal employment of Dirk Brown, our Executive Chairman, Treasurer and Secretary, is as Director of the McNair Institute for Entrepreneurism and Free Enterprise at the University of South Carolina, and he also serves as Chairman and Chief Executive Officer of Pandoodle Corp. As a result, the Company may not make the same progress as it would if all of its officers worked for the Company full time.

Many states have "tied-house" laws that restrict suppliers of alcoholic beverages from furnishing equipment or other things of value to retailers. We have historically placed PROOF-branded freezers in retail stores. In mid-2026, two chain retailers in North Carolina and South Carolina directed us to remove our retail freezers from approximately 79 stores, citing concerns about state alcohol trade-practice rules, which reduced our sales to those accounts. We are working with regulatory counsel and plan to seek to re-enter these accounts with in-line placement that does not use Company-supplied freezers, but we cannot assure investors that we will regain these placements, that regulators or retailers in other states will not raise similar objections, or that our revised equipment program will be accepted. In addition, in 2026 a national retailer stopped carrying our products in Florida. Loss of placements reduces our points of distribution and could materially reduce our revenue

Direct-to-consumer sales represent a portion of our revenue model, but the ability to ship alcoholic products directly to consumers varies significantly by state. Many states prohibit or heavily restrict direct shipment of alcoholic beverages, and those that permit it often require specific licenses, impose volume limitations, and mandate compliance with local tax collection and reporting requirements. Changes in state laws or enforcement priorities could eliminate or restrict our ability to ship to consumers in key markets. Additionally, we rely on third-party carriers who may change their policies regarding alcohol shipments. For example, beginning in August 2026, our parcel carrier restricted our direct-to-consumer shipments to states where we hold the required licenses. Any reduction in our ability to ship directly to consumers would require us to rely more heavily on retail distribution and could adversely affect our revenue and growth prospects.

Liquorem Holdings Corp. was incorporated in Delaware in November 2022 as the successor to Liquorem Holdings, LLC, which acquired the PROOF Hard Ice Cream business in June 2018, and has a limited operating history upon which investors can evaluate our business model and prospects. We are in the growth stage and face the challenges, uncertainties, and difficulties frequently encountered by early-stage companies in competitive markets. We have incurred net losses in each year of our operations, including net losses of $2,756,927 in 2025 and $3,744,108 in 2024, and expect to continue to incur losses as we invest in product development, expand our distribution network, build brand awareness, and scale our operations. Our ability to achieve profitability depends on numerous factors, many of which are beyond our control, including consumer acceptance of our products, our ability to manage costs, competition, regulatory compliance expenses, and general economic conditions. There is no assurance that we will achieve or sustain profitability, and our failure to do so would adversely affect our ability to continue operations and would likely result in a loss of your investment.

Our future success depends substantially on the continued services and performance of our management team and key employees. With only three employees, we have limited depth in our organizational structure, and the loss of any key personnel could significantly disrupt our operations, delay our growth plans, and harm our business. To supplement our three employees, we rely on independent contractors and outside service providers for important functions, including sales brokerage, production, warehousing and distribution, marketing and public relations, accounting, and capital raising. These parties are generally not obligated to work exclusively for us, may end their engagements on short notice, and in some cases are compensated in whole or in part with warrants or options. If key contractors stop working with us or perform poorly, or if any are reclassified as employees for tax or employment-law purposes, our operations could be disrupted and our costs could increase. We also depend on these parties to assign to us the rights to any intellectual property they develop for us We face competition for qualified personnel in areas including sales, operations, regulatory compliance, and product development, and we may not be able to attract, retain, or motivate the employees we need to execute our business plan. We do not maintain key person life insurance on any of our executives or employees. The loss of key personnel, or our inability to hire and retain qualified employees as we grow, could impair our ability to manage our business effectively and achieve our strategic objectives.

Our business depends on the availability and timely delivery of quality ingredients including dairy products, alcohol, flavorings, and packaging materials. We rely on a limited number of suppliers; in 2025, one supplier provided approximately 62% of our inventory purchases. We currently dispute $106,364 of invoices from a packaging supplier because of product specification failures, and the outcome cannot be determined. Our products are produced under the federal winery permit of RMRH Enterprises, LLC, an entity not affiliated with the Company, and our ability to produce and ship our products depends on that permit remaining in good standing Disruptions in our supply chain due to supplier financial difficulties, production issues, transportation delays, natural disasters, pandemics, geopolitical events, or other factors beyond our control could result in our inability to manufacture products, increased costs, or quality issues. Additionally, increases in commodity prices for dairy, sugar, alcohol, or other key ingredients would increase our production costs and could reduce our margins if we are unable to pass these costs on to customers. We may not have long-term supply contracts with favorable pricing, and we cannot guarantee that we will be able to source materials on acceptable terms or at all.

We have very limited cash, our liabilities substantially exceed our assets, and the independent accountant's review report on our financial statements includes an explanatory paragraph describing substantial doubt about our ability to continue as a going concern. As of December 31, 2025, our total liabilities exceeded our total assets by $4,638,398, our current liabilities exceeded our current assets by $328,551, and we had trade accounts payable of $896,908, some of which is past due and some of which is in dispute. As of November 12, 2026, we had approximately $418,000 of cash and a monthly net cash burn of approximately $169,000, which would fund operations for approximately two and one-half months without additional financing. If we do not raise sufficient funds in this offering and in other financings, we may be required to reduce or suspend operations, sell assets, or seek protection under bankruptcy laws, and investors could lose their entire investment.

We have substantial indebtedness, much of it owed to our directors, and some of it is past its original maturity. As of December 31, 2025, we had approximately $5.0 million of notes payable, convertible notes, bridge loans and lease obligations and approximately $0.6 million of accrued interest. Although $2,091,358 of convertible notes and accrued interest converted into common stock in January 2026, we borrowed additional amounts in 2026 under senior secured bridge notes bearing interest at 18% per annum, and our bridge loan balances increased to $2,296,626 as of October 31, 2026. Current balances are described in Item 24. Loans from our directors, several of which had passed their original maturity dates or had missed scheduled payments, were restructured on November 16, 2026 as described in the following risk factor; interest on them accrues and is not currently paid in cash. Scheduled monthly payments on our

equipment financing, finance leases and term loans were approximately $51,000 as of December 31, 2025, before interest on the 2026 bridge notes. Equipment lenders hold security interests in the financed equipment; the 2026 bridge notes and our director loans are secured by a shared first-priority lien on our intangible assets, as described in the following risk factor; and other loan agreements contain priority provisions that may conflict with one another, so the relative priority of our lenders could be disputed. All of our debt ranks ahead of our common stock, so in a sale, liquidation or insolvency our lenders would be paid before any amount is available to stockholders, and stockholders may receive nothing. Our Executive Chairman and our Chief Executive Officer have also personally guaranteed a number of our equipment financing obligations.

Four of our five directors are lenders to the Company, which creates conflicts of interest. Dirk Brown, Taylor Kilfoil, Lawrence McGuckin and J. Benjamin Jackson III, directly or through entities they control, hold Company debt, including $340,500 they advanced to the Company in 2026, and only our Chief Executive Officer, Jennifer Randall-Collins, holds none. As creditors, these directors may have interests that differ from those of stockholders, including with respect to the timing of repayment, refinancing, extension, conversion or security of their loans, and decisions about a sale of the Company. Transactions with directors are approved by the Board, with our Chief Executive Officer acting as the disinterested director. On November 16, 2026, the Company entered into an Insider Debt Standstill, Parity and Harmonization Agreement with these directors and their affiliates, approved by our Chief Executive Officer as the sole disinterested director, covering approximately $2.0 million of director loans, including accrued interest and $340,500 advanced in 2026 without signed loan documents, which the agreement ratified as debt bearing 18% interest through November 16, 2026. The directors waived existing defaults and agreed not to demand or enforce payment before December 31, 2029 except upon a sale or insolvency of the Company, and the loans now bear 12% simple interest with no cash payments until the Company has two consecutive fiscal quarters of positive operating cash flow or receives more than $1,500,000 of gross proceeds from equity sales after November 16, 2026. Proceeds of this offering and of our concurrent private offering count toward that threshold, so successful offerings could cause cash interest of approximately $240,000 per year on director loans to become payable, so long as the Company retains at least $500,000 of unrestricted cash after each payment, with interest accrued before that point payable at maturity or, at the Board's election, over the following eight quarters. Subject to ratification of the agreement by our stockholders, including a majority of our disinterested stockholders, the directors will hold a first-priority security interest in our intangible assets, including our intellectual property, recipes, formulations, trademarks and goodwill, shared equally with holders of our 2026 bridge notes. In a sale or insolvency, these secured lenders would be paid from the value of those assets before our unsecured creditors and our stockholders.

We are concurrently offering shares to other investors on more favorable terms than this offering, and we will close that private offering before we accept any investment in this offering. Since September 2026, we have been conducting a private offering under Rule 506(b) of Regulation D to existing and select strategic investors of up to $1,500,000 of common stock at $1.00 per share, generally together with warrants to purchase two additional shares of common stock at $1.00 per share for each share purchased. Participating investors may pay by converting bridge debt they hold. As of November 22, 2026, we had issued 963,310 shares in that offering for $963,199, consisting of $600,000 in cash and $363,199 in converted bridge debt, together with warrants to purchase 1,504,527 shares. No director or officer has purchased in that offering. Investors in this offering will pay $1.20 per share (or $1.00 per share for the first $250,000 of investments and for Wefunder VIP investors) and will not receive warrants, and exercise of the warrants issued in the private offering would dilute their ownership.

Outstanding warrants and options could substantially dilute investors in this offering. As of November 22, 2026, warrants to purchase 5,872,789 shares and options to purchase 1,093,154 shares of common stock were outstanding, together equal to approximately 50% of our 14,018,781 issued shares, and an additional 2,659,346 shares were reserved for future grants under our 2022 Stock Plan. All of the warrants and most of the options have an exercise price of $1.00 per share, below the $1.20 price in this offering. The warrants include a warrant to purchase 3,698,884 shares issued on July 6, 2026 to New London Projects, LLC, the entity of recording artist October London, as compensation for creative and promotional services under an independent contractor agreement, and warrants to purchase 1,504,527 shares issued in our concurrent private offering. Exercise of these securities, and any further grants, would reduce investors' percentage ownership.

An investment in the Company is highly speculative and involves a high degree of risk. You should invest only if you can afford to lose your entire investment. The company is in the growth stage with limited operating history, faces significant competition, operates in a highly regulated industry, and may not achieve profitability. There is no assurance that the company will successfully execute its business plan, maintain or grow its revenue, or achieve a liquidity event that would provide a return on your investment. Many early-stage companies fail, and investors in such companies often lose their entire investment. You should not invest unless you can bear the economic risk of losing your entire investment in the company.

Dirk Brown, our co-founder and Executive Chairman, has been designated as the Lead Investor who will sign documents and make decisions on behalf of all investors in the special purpose vehicle structure. This arrangement creates significant conflicts of interest because the founder has interests both as the operator of the company and as the representative of investors, and these interests may not always align. Decisions that benefit the company or the founder personally may not be in the best interests of minority investors. For example, the founder may have access to material non-public information about the company's financial condition or prospects that could influence decisions made on behalf of investors. The founder may also face conflicts in situations involving related party transactions, executive compensation, future financing terms, or exit opportunities. Unlike typical investment structures where an independent third party represents investor interests, you will have no independent advocate to protect your rights or negotiate on your behalf. You should understand that the person making decisions as the investor representative has primary loyalty to the company, not to you as an investor. Mr. Brown is also a director, holds through his revocable trust approximately 12.9% of our issued shares and warrants to purchase 600,696 shares, and is a lender to the Company under the Insider Debt Standstill, Parity and Harmonization Agreement and a $250,000 convertible note (see Items 24 and 26). As Lead Investor he will vote the shares held for investors in this offering, including on matters in which he has a personal financial interest as a creditor or stockholder.

The Offering

USE OF FUNDS

9. 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 this Offering. Accordingly, the Company will

have broad discretion in using these proceeds.

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

If we raise: **$100,000**

Use of Proceeds: If only the minimum target amount is raised, the Company expects to use proceeds approximately as follows: 36% Sales & Retail Distribution Expansion, 32% Inventory & Production Operations, 24.1% Brand Marketing & Consumer Awareness, and 7.9% Wefunder fee and related offering expenses. Management intends to allocate proceeds as described but may adjust priorities based on operational needs, retailer timelines, and market conditions.

If we raise: **$1,235,000**

Use of Proceeds: If the maximum offering amount is raised, including any oversubscriptions, the Company expects to use proceeds approximately as follows: 27% National Retail & Chain Rollouts, 23% Production Capacity & Infrastructure, 18% Sales Team & Distribution Network, 13% Marketing & Co-Brand Partnerships, 11.1% Working Capital & General Operations, and 7.9% Wefunder fee and related offering expenses. Management expects to deploy excess proceeds toward growth initiatives but may reallocate among categories as retail opportunities, partnership terms, and production demands evolve. No proceeds of this offering are specifically designated for the repayment of indebtedness. However, the Company has significant scheduled principal and interest payments on its equipment financing, finance leases and other loans (approximately $51,000 per month as of December 31, 2025, before interest on bridge notes issued in 2026), and because money is fungible, proceeds of this offering will support the Company's ability to meet those obligations. Under the Insider Debt Standstill, Parity and Harmonization Agreement described in Item 24, cash interest on approximately $2.0 million of loans from directors becomes payable quarterly once the Company receives more than $1,500,000 of gross proceeds from equity sales after November 16, 2026, including this offering, or achieves two consecutive fiscal quarters of positive operating cash flow, provided the Company's unrestricted cash would remain at least $500,000 after each payment. Proceeds of this offering may therefore be used, directly or indirectly, to pay interest to directors.

DELIVERY & CANCELLATIONS

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

Book Entry and Investment in the Co-Issuer. Investors will make their investments by investing in interests issued by one or more co-issuers, each of which is a special purpose vehicle ("SPV"). The SPV will invest all amounts it receives from investors in securities issued by the Company. Interests issued to investors by the SPV will be in book entry form. This means that the investor will not receive a certificate representing his or her investment. Each investment will be recorded in the books and records of the SPV. In addition, investors' interests in the investments will be recorded in each investor's "Portfolio" page on the Wefunder platform. All references in this Form C to an Investor's investment in the Company (or similar phrases) should be interpreted to include investments in a SPV.

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.

If an investor does not cancel an investment commitment before the 48-hour period 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 investor's investment commitment will be canceled 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 disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that 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 to the investment, or the offering does not 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.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

Priced Round: $17,961,676 pre-money valuation (calculated using the treasury stock method)

See exact security attached as Appendix B, Investor Contracts

Liquorem Holdings Corp. is offering up to 1,235,000 shares of common stock, at a price per share of $1.20 (or $1.00 per share for investors entitled to the discounted price described below).

Investors in the first $250,000.00 of the offering will receive shares at a price per share of $1.00, and a pre-money valuation of $13,771,281 (calculated using the treasury stock method; at $1.00 per share, outstanding options and warrants add no shares). Wefunder VIP investors will be entitled to these terms for the entire duration of the offering, even if the threshold limit noted above is met.

The campaign maximum is $1,235,000.00 and the campaign minimum is $100,000.00.

VIP Bonus The Company will offer a discount to the normal terms listed in this Form C for all investments that are committed by investors who are part of Wefunder, Inc's VIP program. This means eligible Wefunder investors will receive a discount for any securities they purchased in this offering. For more specific details on the company's discount, please review the description of the terms above.

The discount is only valid until the offering closes. Investors eligible for the bonus will also receive priority if they are on a waitlist to invest and the company exceeds its maximum funding goal. They will be given the first opportunity to invest if space in the offering becomes available due to the cancellation or failure of previous investments.

Securities Issued by the SPV Instead of issuing its securities directly to investors, the Company has decided to issue its securities to the SPV, which will then issue interests in the SPV to investors. The SPV is formed concurrently with the filing of the Form C. Given this, the SPV does not have any financials to report. The SPV is managed by Wefunder Admin, LLC and is a co-issuer with the Company of the securities being offered in this offering. The Company's use of the SPV is intended to allow investors in the SPV to achieve the same economic exposure, voting power, and ability to assert State and Federal law rights, and receive the same disclosures, as if they had invested directly in the Company. While the Issuer may be required to pay an annual administrative fee for the maintenance of the SPV, investors should note the Company's use of the SPV will not result in any additional fees being charged to investors.

The SPV has been organized and will be operated for the sole purpose of directly acquiring, holding and disposing of the Company's securities, will not borrow money and will use all of the proceeds from the sale of its securities solely to purchase a single class of securities of the Company. As a result, an investor investing in the Company through the SPV will have the same relationship to the Company's securities, in terms of number, denomination, type and rights, as if the investor invested directly in the Company.

Voting Rights If the securities offered by the Company and those offered by the SPV have voting rights, those voting rights may be exercised by the investor or his or her proxy. The applicable proxy is the Lead Investor, if the Proxy (described below) is in effect.

Proxy to the Lead Investor The SPV securities have voting rights. With respect to those voting rights, the investor and his, her, or its transferees or assignees (collectively, the "Investor"), through a power of attorney granted by Investor in the Investor Agreement, has appointed or will appoint the Lead Investor as the Investor's true and lawful proxy and attorney (the "Proxy") with the power to act alone and with full power of substitution, on behalf of the Investor to: (i) vote all securities related to the Company purchased in an offering hosted by Wefunder Portal, and (ii) execute, in connection with such voting power, any instrument or document that the Lead Investor determines is necessary and appropriate in the exercise of his or her authority. Such Proxy will be irrevocable by the Investor unless and until a successor lead investor ("Replacement Lead Investor") takes the place of the Lead Investor. Upon notice that a Replacement Lead Investor has taken the place of the Lead Investor, the Investor will have five (5) calendar days to revoke the Proxy. If the Proxy is not revoked within the 5-day time period, it shall remain in effect.

Restriction on Transferability The SPV securities are subject to restrictions on transfer, as set forth in the Subscription Agreement and the Limited Liability Company Agreement of Wefunder SPV, LLC, and may not be transferred without the prior approval of the Company, on behalf of the SPV.

14. Do the securities offered have voting rights?

- ☑ Yes
- ☐ No

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

See the above description of the Proxy to the Lead Investor.

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

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

Pursuant to authorization in the Investor Agreement between each Investor and Wefunder Portal,

Wefunder Portal is authorized to take the following actions with respect to the investment contract between the Company and an investor:

Wefunder Portal may amend the terms of an investment contract, provided that the amended terms are more favorable to the investor than the original terms; and

Wefunder Portal may reduce the amount of an investor's investment if the reason for the reduction is that the Company's offering is oversubscribed.

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, or 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	Authorized	Outstanding	Voting rights
Common Stock	29000000	13771281	☑

Class of Security	Total Pool
Warrants	5872789
Options	4000000

Describe any other rights:

Common stock has no preemptive, conversion, redemption or sinking fund rights. Warrants: As of November 22, 2026, warrants to purchase up to 5,872,789 shares of common stock were outstanding, all with an exercise price of $1.00 per share. The exercise price and share numbers adjust only for stock splits, stock dividends, combinations, recapitalizations and similar events; none of the warrants has price-based anti-dilution protection. Warrant holders have no voting or other stockholder rights until they exercise.

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?

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 agreements governing the Company's operations or cause the Company 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 those 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 securities will decrease, which could also diminish 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 equity, 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?

No.

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, **the shareholders** may make decisions with which the Investor disagrees, or that negatively affect the value of the Investor's securities in the Company, and the Investor will have no recourse to change these 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 shareholders** may change the terms of the Certificate of Incorporation for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. **The shareholders** 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 owns. Other holders of securities of the Company may also have access to more information than 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 securities will decrease, which could also diminish 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 stock, an Investor's interest will typically also be diluted.

Based on the risks described above, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

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 set by resolution of the Company's board of directors, as described under "Method for determining price" on the cover page of this Form C, 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 employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

In the future, we will perform valuations of our common stock that take into account factors such as the following:

unrelated third party valuations of our common stock;

the price at which we sell other securities, such as convertible debt or preferred stock, in light of the rights, preferences and privileges of our those securities relative to those of our common stock;

our results of operations, financial position and capital resources;

current business conditions and projections;

the lack of marketability of our common stock;

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 prevailing 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 using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies that assume that businesses 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.

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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 direction and decision-making of its Board Of Directors, and the Investor will have no independent right to name or remove an officer or member of the Board Of Directors 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 maturity 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.

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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 maturity 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 its securities from shareholders, which may serve to decrease any liquidity in 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 executive management of the Company and the Board of Directors of the Company to manage the Company so as 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 and the Board of Directors of the Company. If the Board Of Directors of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that 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 and Board of Directors of the Company will be guided by their good faith judgement as to 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 any such actual or 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.

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

Loan
Amount: $10,196.00
Outstanding principal plus interest: $10,196.00 as of 11/25/2026
Maturity date: 9/30/2027
Financial Pacific Leasing, Inc. Equipment Finance Agreement dated 8/31/2022 covering material-handling equipment (forklift, walkie pallet truck, battery and charger). 60 monthly payments of $692.73 plus a $325 administrative fee. Secured by a first-priority security interest in the equipment and its proceeds. Personally guaranteed, jointly and severally, by Dirk Brown and Jennifer Randall Collins. Covenants include maintenance, insurance at full replacement value, and no relocation or transfer without consent. Default permits acceleration of remaining payments, discounted at 5% per annum, and repossession. Washington law. Approximately $10,196 of

principal remained outstanding as of 11/24/2026, based on the lender's August 2026 account statement and payments since. The account has been past due since mid-2026 and the lender has sent collection notices.

Loan
Amount: $22,683.00
Outstanding principal plus interest: $22,683.00 as of 11/25/2026
Interest rate: 14.64% per annum
Maturity date: 2/29/2028
Channel Partners Capital, LLC d/b/a Channel Partners Equipment Finance. Master Equipment Finance Agreement and Schedule dated 3/24/2023 financing basket freezers and freezers supplied by Dellfrio LLC and Stajac Industries, Inc., located at the borrower Columbia, SC facility. 60 monthly ACH payments of $1,485.56 due on the fifth of each month, plus a $299 origination fee and an interim payment covering the period from commencement to the first payment date; the payment may adjust by up to 10% for changes in equipment cost. Noncancelable and irrevocable once commenced. Secured by a first-priority security interest in the equipment, all replacements, parts, additions and accessions, and all proceeds including insurance recoveries, with UCC filings authorized. Personally guaranteed, jointly and severally, by Dirk Brown and Jennifer Collins under a continuing guaranty. Covenants include commercial use only, maintenance, no liens, property and liability insurance naming the lender as loss payee and additional insured, and no sale, transfer, merger or change of majority ownership without consent. Default (nonpayment, breach of this or any other agreement with the lender, false statement, bankruptcy, material adverse change, or guarantor default) permits acceleration of all future payments discounted to present value at 4%, default interest of 18% per annum, and repossession and sale with the borrower liable for any deficiency. Minnesota law. Approximately $22,683 of principal remained outstanding as of 11/24/2026 (per payments recorded in Company records and the agreement amortization schedule). Monthly payments were made in 2026 except in June; since August 2026 the monthly payment has been $1,733.42.

Loan
Amount: $2,247.00
Outstanding principal plus interest: $2,247.00 as of 11/25/2026
Interest rate: 10.59% per annum
Maturity date: 8/31/2026
m2 Equipment Finance LLC. Equipment Finance Agreement dated 8/30/2023 financing $69,662.05 plus a $595 documentation fee. 36 monthly payments of $2,267.00 beginning 10/2/2023. Secured by a purchase-money security interest in 117 financed PROOF-branded freezers and all proceeds. Personally guaranteed by Dirk D. Brown. Covenants include maintenance, insurance with a lender loss-payable endorsement, no other liens, and no relocation or transfer of the equipment. Default permits acceleration, repossession and recovery of costs; delinquent amounts bear interest at 18% per annum. Wisconsin law. Although scheduled to be fully repaid by 8/31/2026, approximately $2,247 of principal (one scheduled payment) remained outstanding as of 11/24/2026 because of a short-term loan extension (per payments recorded in Company records and the agreement amortization schedule).

Loan
Amount: $60,154.00
Outstanding principal plus interest: $60,154.00 as of 11/25/2026
Interest rate: 12.3% per annum
Maturity date: 8/31/2028
Blue Bridge Financial. Equipment financing, document no. 154070, signed 9/19/2023, for equipment costing $118,214.08. 60 monthly ACH payments of $2,647.37 beginning 10/10/2023, plus $700 of fees and a $2,175.92 prorated first payment. Secured by the financed freezer equipment, which must be insured naming the lender and fitted with a GPS unit. Personally guaranteed by Dirk Dewar Brown. Non-cancellable; early payoff makes all remaining payments due. Returned payments incur a charge of 10% of the monthly payment. Approximately $60,154 of principal remained outstanding as of 11/24/2026 (per payments recorded in Company records and the agreement amortization schedule). No payments were made from May through July 2026; monthly payments resumed in August 2026.

Loan
Amount: $23,543.00
Outstanding principal plus interest: $23,543.00 as of 11/25/2026
Interest rate: 13.72% per annum
Maturity date: 9/28/2028
JB&B Capital, LLC. Equipment Finance Agreement, contract 174103-001, dated December 2023 financing $41,445.07 of equipment. 60 monthly installments of $958.43 plus applicable taxes and a $9.50 service fee, after a $958.43 advance payment and a $500 processing fee. Secured by a first lien on the financed equipment and proceeds, cross-collateralized with all other JB&B obligations. Unconditionally and personally guaranteed, jointly and severally, by Dirk Brown and Jennifer Collins. Not prepayable without consent. Default permits acceleration of unpaid payments discounted at 3%, repossession, and 18% per annum default interest. Tennessee law. Approximately $23,543 of principal remained outstanding as of 11/24/2026 (per payments recorded in Company records and the agreement amortization schedule). Since June 2026 the Company has paid reduced amounts of about $295 per month rather than the scheduled installment.

Loan
Amount: $28,687.00
Outstanding principal plus interest: $28,687.00 as of 11/25/2026
Interest rate: 14.01% per annum
Maturity date: 9/28/2028
Pawnee Leasing Corporation. Equipment financing under application 2023080742, acknowledged 12/7/2023, total equipment amount $51,859.11. 60 monthly payments of $1,207.03, with a $350 total initial payment plus interim interest for the period from vendor funding to the first scheduled payment. Secured by the financed equipment located at the borrower facility in Columbia, SC. Guaranteed by Dirk Brown. The agreement contains covenants and default remedies, including acceleration and repossession of the financed equipment. Approximately $28,687 of principal remained outstanding as of 11/24/2026 (per payments recorded in Company records and the agreement amortization schedule). No payment has been recorded since May 1, 2026, and the loan is past due.

Loan
Amount: $51,134.00
Outstanding principal plus interest: $51,134.00 as of 11/25/2026
Interest rate: 10.16% per annum
Maturity date: 1/31/2030
Regions Bank, an Alabama banking corporation, d/b/a Ascentium Capital. Equipment Finance Agreement no. 2769343 dated 2/16/2024 financing $76,517.00 at 10.16% per annum. 72 monthly payments of $1,423.72 plus a pro-rated first-period payment. Secured by a security interest in the financed freezers and all proceeds. Personally guaranteed by Dirk Brown and Jennifer Collins. Covenants include

commercial use only, maintenance, no liens, no relocation, and lender-specified insurance. Prepayment permitted in whole only, subject to a fee of 1% to 5% depending on timing. Default permits acceleration of future payments discounted at 3% and repossession. Alabama law. Approximately $51,134 of principal remained outstanding as of 11/24/2026 (per payments recorded in Company records and the agreement amortization schedule). No payments were made from June through September 2026; monthly payments resumed in October 2026.

Loan
Lender: Dirk Brown
Amount: $583,765.00
Outstanding principal plus interest: $583,765.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
The Dirk D. Brown Revocable Trust Dated 10/31/16 (related party; the revocable trust of the company Chairman). Term loan agreement dated 4/30/2024, initial principal $20,000, with an accordion option permitting mutually agreed increases up to $500,000 in aggregate. Interest at 12% per annum, accruing daily and compounding annually. Principal and accrued interest due on the three-year anniversary of closing unless extended by mutual agreement. Outstanding principal was $480,005 at December 31, 2025. Effective November 16, 2026, this loan is governed by the Insider Debt Standstill, Parity and Harmonization Agreement described below, which waived existing defaults, extended its maturity to December 31, 2029, set interest at 12% simple, deferred cash payments until the Payment Trigger, and overrode its priority provision so that it ranks equally with the other director loans. Repayment is prioritized above other debt and paid in full before any other debt or equity. No collateral is granted and no guarantee. Each principal advance carries warrant coverage matching principal one-to-one at the then-current share price. The trust holds warrants to purchase 600,696 shares at $1.00 per share, expiring November 21, 2032, of which 547,896 were issued under this provision; under the agreement these remain outstanding, but no further warrants will be issued on this loan. Nonpayment within ten days permits acceleration and appointment of a receiver. South Carolina law.

Related party
Name: Dirk Brown
Relationship: Chairman of the Board
Amount: $583,765.00

Loan
Amount: $22,336.00
Outstanding principal plus interest: $22,336.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 5/31/2030
U.S. Bank Equipment Finance, a division of U.S. Bank National Association. Agreement no. 3088370 executed 4/30/2024, a finance lease under UCC Article 2A covering a 2024 HELI CPD20SQ-GE2LI forklift supplied by Central Florida Forklift. The named obligor is Liquorem Distributors, LLC, a wholly owned subsidiary of Liquorem Holdings whose obligations are consolidated in the Company's financial statements. Not personally guaranteed. Secured by a security interest in the equipment and proceeds, cross-collateralized with other U.S. Bank agreements. Payment is based on maximum annual usage of 2,000 hours, with pro-rated additional rent for excess hours. Covenants include maintenance, all-risk insurance naming the lender as loss payee, no relocation or transfer without consent, and delivery of annual and interim financial statements. Default (nonpayment, misrepresentation, bankruptcy, material adverse change) permits acceleration of remaining payments plus residual discounted at 2%, default interest of 12% per annum, and repossession. Minnesota law. Approximately $22,336 remained outstanding as of 11/24/2026 (per payments recorded in Company records and the agreement amortization schedule). No payment has been recorded since May 1, 2026, and the agreement is past due.

Loan
Lender: Taylor Kilfoil
Amount: $134,067.00
Outstanding principal plus interest: $134,067.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
The Kilfoil Family Trust (related party; trust of a Board member). Loan agreement dated 6/10/2024, original principal $100,000 at 14% per annum, accruing daily and compounding annually. Interest payable monthly in arrears on the fifth day of each month. Principal was due in full on the three-month anniversary of closing unless extended by mutual agreement. If not repaid within the term, repayment is on mutually agreeable terms but in any case prioritized above and paid before all other debt. No collateral is granted and no guarantee. Covenants require maintenance of legal existence, compliance with law, payment of taxes, and limits on affiliate transactions. Nonpayment within ten days, or an uncured breach after thirty days, permits acceleration and appointment of a receiver. South Carolina law. The original maturity date (9/10/2024) passed and monthly interest was not paid in cash. Effective November 16, 2026, those defaults were waived and this loan is governed by the Insider Debt Standstill, Parity and Harmonization Agreement described below (maturity December 31, 2029; 12% simple interest; no cash payments until the Payment Trigger; equal ranking with the other director loans). Outstanding principal was $110,855 at December 31, 2025 (reviewed financial statements, Note 13).

Related party
Name: Taylor Kilfoil
Relationship: Board Member
Amount: $134,067.00

Loan
Lender: Lawrence McGuckin
Amount: $134,067.00
Outstanding principal plus interest: $134,067.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
Sam on the Reserve LLC (related party; Lawrence McGuckin, Board member). Loan agreement dated 5/31/2024, original principal $100,000 at 14% per annum, accruing daily and compounding annually. Interest payable monthly in arrears on the fifth day of each month. Principal due in full on the twelve-month anniversary of closing unless extended by mutual agreement. No collateral is granted and no guarantee. Covenants require maintenance of legal existence, compliance with applicable law, payment of taxes, and limits on material affiliate transactions. Nonpayment within ten days, or an uncured breach after thirty days, permits acceleration and appointment of a receiver. South Carolina law. The original maturity date (5/31/2025) passed and monthly interest was not paid in cash. Effective November 16, 2026, those defaults were waived and this loan is governed by the Insider Debt Standstill, Parity and Harmonization Agreement described below (maturity December 31, 2029; 12% simple interest; no cash payments until the Payment Trigger). Outstanding principal was $110,932 at December 31, 2025 (reviewed financial statements, Note 13).

Related party
Name: Lawrence McGuckin
Relationship: Board Member
Amount: $134,067.00

Loan
Amount: $25,992.00
Outstanding principal plus interest: $25,992.00 as of 11/25/2026
Interest rate: 14.0% per annum
Steve Jarahian, an individual. Loan agreement dated 7/25/2024, original principal $20,000 at 14% per annum, accruing daily and compounding annually. Interest payable monthly in arrears on the fifth day of each month. Principal due in full on the twelve-month anniversary of closing unless extended by mutual agreement. No collateral is granted and no guarantee. Covenants require maintenance of legal existence, compliance with applicable law, payment of taxes, and limits on material affiliate transactions. Nonpayment within ten days, or an uncured breach after thirty days, permits acceleration and appointment of a receiver. South Carolina law. The original maturity date (7/25/2025) has passed and the loan remains outstanding, and the Company and the lender are discussing repayment terms. The balance shown includes interest compounded annually through 7/25/2026; interest has continued to accrue since then, and no payments have been made.

Loan
Amount: $22,721.00
Outstanding principal plus interest: $22,721.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 7/31/2030
U.S. Bank Equipment Finance. Agreement no. 3088834 executed 7/15/2024 in Columbia, South Carolina, financing equipment for Liquorem Distributors, LLC, a wholly owned subsidiary of Liquorem Holdings whose obligations are consolidated in the Company's financial statements. Not personally guaranteed. Secured by the financed equipment. The agreement contains covenants and default remedies, including acceleration and repossession of the financed equipment. Approximately $22,721 remained outstanding as of 11/24/2026 (per payments recorded in Company records and the agreement amortization schedule). No payment has been recorded since May 1, 2026, and the agreement is past due.

Loan
Amount: $292,917.00
Outstanding principal plus interest: $292,917.00 as of 11/25/2026
Interest rate: 14.0% per annum
Maturity date: 6/30/2027
DNP Leasing Company, LLC, a North Carolina limited liability company, acting through its manager Carolina Financial Group, LLC. Primary Lease Agreement and Schedule 1 dated 7/19/2024, designated a finance lease under UCC Article 2A. Monthly rent of $11,557.13 payable on the first of each month from 6/1/2025 through 6/30/2027, following a nonrefundable advance rental of $27,000. Non-cancelable with no right of prepayment. Lessor retains title to the equipment and may file protective UCC financing statements. No guarantee is stated. Covenants include maintenance, insurance at the greater of replacement or stipulated loss value, no liens or relocation, and delivery of GAAP financial statements. Default (nonpayment continuing five days, insolvency, breach) permits acceleration of all rent with 14% per annum interest and repossession. North Carolina law. The lease liability was $292,917 as of 11/24/2026 per Company records, and $369,327 at December 31, 2025. Rent has been paid through October 2026.

Loan
Lender: J. Benjamin Jackson III (NOWW LLC)
Amount: $342,883.00
Outstanding principal plus interest: $342,883.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
NOWW LLC (related party; J. Benjamin Jackson III, Board member). Original loan agreement dated 12/1/2024 in the principal amount of $850,000 at 12% interest. Under a Loan and Equity Agreement dated 4/1/2025, the remaining monthly payment was reduced by half to $11,191.88, with a stated total remaining payable of $503,634.60 and a final payment due 12/5/2028, in exchange for the issuance of 503,635 shares of Liquorem Holdings Corp. common stock at $1.00 per share, paid by forgiveness of outstanding debt. All other provisions of the original loan agreement remain in force. No collateral or guarantee is stated in the modification. Effective November 16, 2026, the remaining monthly payments were terminated and this loan is governed by the Insider Debt Standstill, Parity and Harmonization Agreement described below (maturity December 31, 2029; 12% simple interest; no cash payments until the Payment Trigger). Outstanding principal was $336,960 at December 31, 2025 (reviewed financial statements, Note 13).

Related party
Name: J. Benjamin Jackson III (NOWW LLC)
Relationship: Board Member
Amount: $342,883.00

Loan
Lender: Taylor Kilfoil
Amount: $450,815.00
Outstanding principal plus interest: $450,815.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
Taylor Kilfoil, an individual (related party; Board member). Line of Credit Agreement dated 6/23/2025 providing a revolving credit line up to a maximum draw of $400,000 for general working capital, available for at least one year from closing. The line is fully drawn; outstanding principal was $411,883 at December 31, 2025. Effective November 16, 2026, the lender has no obligation to make further advances, and the line is governed by the Insider Debt Standstill, Parity and Harmonization Agreement described below (maturity December 31, 2029; 12% simple interest in place of the variable rate; no cash payments until the Payment Trigger). Interest is variable at the lender broker/margin call rate plus 125 basis points, 8.75% at closing, accruing daily on the drawn amount and payable monthly in arrears on the fifth day of each month. No collateral is granted and no guarantee. The debt ranks senior, on par with the NOWW LLC obligation, and subordinate only to collateralized debt. The lender also received options on 12,000 common shares at a $1.00 strike price. A material breach uncured for thirty days permits acceleration and discontinuation of credit. California law.

Related party
Name: Taylor Kilfoil

Relationship: Board Member
Amount: $450,815.00

Loan
Amount: $157,254.00
Outstanding principal plus interest: $157,254.00 as of 11/25/2026
Interest rate: 27.72% per annum
Maturity date: 8/9/2027
Channel Partners Capital, LLC. Business Loan and Security Agreement no. 100727-1M dated 12/16/2025. Loan amount $198,000 including a $4,950 origination fee, repayable in 20 monthly ACH payments of $12,474.00 totaling $249,480. Secured by a continuing security interest in substantially all of the borrower personal property, with the lender authorized to file UCC financing statements. Unconditionally and personally guaranteed by Dirk Brown. Covenants include insurance, access to books and records, and no merger or asset sale without consent. Default (nonpayment within five days, misrepresentation, insolvency, adverse change) permits acceleration, 18% per annum interest, and repossession and sale of collateral. Minnesota law, with mediation and AAA arbitration. Approximately $157,254 of principal remained outstanding as of 11/24/2026, an estimate based on payments recorded in Company records. The Company made the scheduled payments from January through April 2026, made no payments in May or June, and since July 2026 has paid $7,733.88 per month. The outstanding principal was $198,000 at December 31, 2025.

Loan
Lender: Dirk Brown
Amount: $764,588.00
Outstanding principal plus interest: $764,588.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 11/30/2029
Term loans arising from holder elections to convert legacy convertible notes into term debt rather than equity. The underlying instrument is the Unsecured Convertible Note Purchase Agreement of Liquorem Holdings Corp., a Delaware corporation, effective 9/1/2024, and the form of Unsecured Convertible Promissory Note issued thereunder as part of a series of up to $3,000,000. The notes bear simple interest at 12% per annum, calculated on actual days elapsed over a 365-day year, and are expressly unsecured; the company pledged no collateral or other security and no guarantee was given. Under the note, if no automatic conversion event occurred, each holder could elect during October 2026 either a repayment election, payable in a single lump sum, or conversion into common stock at a price equal to $20,000,000 divided by fully diluted shares outstanding. Holders electing repayment produced the term loan balance reported here, with maturities between November 2029 and March 2030 (the earliest, November 30, 2029, is shown as the maturity date); the documents modifying the original note maturity are separate from the note purchase agreement. The notes may not be prepaid without the consent of holders of a majority of the aggregate outstanding principal. The obligation is fully subordinate in all respects to all existing and future senior indebtedness of the company for borrowed money, including lines of credit and term loans owed to banks and other institutional lenders. A change of control, or an event of default including bankruptcy, insolvency, receivership or assignment for the benefit of creditors, causes all outstanding principal and accrued interest to become immediately due and payable. The reviewed financial statements show $2,467,588 of convertible notes outstanding at December 31, 2025; on January 5, 2026, $1,703,000 of that principal converted into common stock and the remaining $764,588 became these term loans (Note 7). The notes were issued in the Company's convertible note offerings under Rule 506(b), including $2,234,587 sold between January 2024 and January 2025.

Related party
Name: Dirk Brown
Relationship: Chairman of the Board
Amount: $250,000.00

Loan
Amount: $145,000.00
Outstanding principal plus interest: $145,000.00 as of 11/25/2026
Interest rate: 18.0% per annum
Maturity date: 12/31/2027
Term bridge loan on the company standard form, entered into with multiple lenders. Interest accrues at 1.5% per month on the outstanding principal balance, computed daily on actual days elapsed over a 365-day year and payable monthly in arrears on the fifth day of each month. Principal is due in full on the eighteen-month anniversary of closing unless extended by mutual agreement. Borrower may prepay at any time, subject to an additional 2% of outstanding principal plus accrued but unpaid interest unless otherwise agreed in writing. The loan is stated to carry a first lien on the intangible assets of the borrower and to be prioritized above other unsecured debt and paid in full before any other debt. No guarantee is stated. Nonpayment within fifteen days, a materially false representation or financial statement, or any other breach uncured after thirty days permits acceleration, discontinuation of credit, and appointment of a receiver, with default interest accruing at 20% per annum. South Carolina law. In October and November 2026, holders of $345,000 of principal of these notes converted them, together with accrued interest (a total of $363,198.74), into common stock and warrants in the Company's concurrent private offering. Under the Insider Debt Standstill, Parity and Harmonization Agreement described below, subject to ratification by the Company's stockholders, the first-priority lien securing the remaining notes is held equally and ratably with the Company's director-lenders. The notes were sold under Rule 506(b) between April and September 2026 for $830,500 of principal in total; the $340,500 advanced by directors in the same period is shown separately as debt under the Insider Debt Standstill, Parity and Harmonization Agreement, and the balance shown here is the unaffiliated principal remaining after the conversions described above.

Loan
Amount: $85,396.00
Outstanding principal plus interest: $85,396.00 as of 11/25/2026
Interest rate: 3.75% per annum
Maturity date: 8/16/2051
U.S. Small Business Administration. Economic Injury Disaster Loan to Liquorem Holdings II, LLC with original principal of $92,100 (August 2021), a fixed rate of 3.75% and a 30-year term; monthly payments of $475; secured by a blanket lien on the borrower's personal property. Outstanding principal was $87,643 at December 31, 2025 (reviewed financial statements, Note 7).

Loan
Amount: $29,021.00
Outstanding principal plus interest: $29,021.00 as of 11/25/2026
Interest rate: 6.0% per annum
Maturity date: 12/31/2026
Elie Ghazal Consulting LLC. Note issued in December 2025 on the rollover of past-due revenue-sharing loan payments, payable in

monthly installments of $1,000 with a balloon payment of approximately $28,166 due in December 2026. Outstanding principal was $38,149 at December 31, 2025 (reviewed financial statements, Note 7) and $29,021 as of 11/22/2026 per Company records. The note is not personally guaranteed.

Loan
Lender: Taylor Kilfoil ($239,076.03); J. Benjamin Jackson III ($61,939.78); Lawrence McGuckin ($63,935.34)
Amount: $364,951.00
Outstanding principal plus interest: $364,951.00 as of 11/25/2026
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
2026 director advances. Taylor Kilfoil ($222,500), J. Benjamin Jackson III ($58,000) and Lawrence P. McGuckin ($60,000) advanced $340,500 to the Company between April and September 2026 without signed loan documents. The Insider Debt Standstill, Parity and Harmonization Agreement ratified these advances as debt bearing simple interest at 18% per annum from funding through November 16, 2026, when the balances including accrued interest ($239,076.03 Kilfoil; $61,939.78 Jackson; $63,935.34 McGuckin; $364,951.15 in total) became principal. The Insider Debt Standstill, Parity and Harmonization Agreement is dated as of November 16, 2026 among the Company, Liquorem Holdings II, LLC and the directors and director affiliates named above, and was approved by the Company's Chief Executive Officer as its sole disinterested director. It covers these advances and the director loans described above (the Brown accordion loan, the Kilfoil Family Trust loan, the Kilfoil line of credit, the NOWW LLC loan and the Sam on the Reserve LLC loan), approximately $2,010,548 in total as of November 16, 2026 (Brown $583,765; Kilfoil $823,958; Jackson $404,823; McGuckin $198,002). Each balance on November 16, 2026, including accrued interest, became principal. All existing defaults and missed maturities were waived. The loans mature on the earlier of December 31, 2029 and a sale of the Company, bear simple interest at 12% per annum, may be prepaid without premium, and rank equally with one another, with all payments shared pro rata, notwithstanding any priority provision in the original loan documents. Until December 31, 2029, the lenders may not demand or accelerate payment, sue to collect, enforce collateral, exercise setoff, seek a receiver or file an involuntary bankruptcy petition, except upon a sale or insolvency of the Company. No cash payment of principal or interest may be made until the earlier of two consecutive fiscal quarters of positive operating cash flow and the Company's receipt, after November 16, 2026, of more than $1,500,000 of gross cash proceeds from sales of equity or equity-linked securities (including this offering and other Regulation Crowdfunding or Regulation D offerings, but excluding conversions of director debt) (the "Payment Trigger"). After the Payment Trigger, interest accruing thereafter is payable quarterly in cash, unless the payment would leave the Company with less than $500,000 of unrestricted cash; interest accrued before the Payment Trigger is payable at maturity or, at the Board's election, in eight quarterly installments. Warrants and other equity previously issued to the lenders remain outstanding, but no further equity will be issued in connection with these loans. Upon a qualified equity financing of at least $1,500,000 (excluding the Company's concurrent $1.00 private offering), each lender may convert its loans into the securities sold on the same terms as the new investors. The agreement, including its security interest, is subject to ratification by the Company's stockholders, including a majority of its disinterested stockholders. The Company and Liquorem Holdings II, LLC have granted the lenders a first-priority security interest in their intangible assets (including intellectual property, trademarks, recipes and formulations, general intangibles and goodwill), held equally and ratably with the holders of the Company's 2026 18% bridge notes and junior only to any lien of a third-party lender having priority under law as of November 16, 2026. The agreement excludes the convertible notes extended on January 5, 2026 (including Dirk Brown's $250,000 note), compensation and ordinary-course expense reimbursements. South Carolina law.

Related party
Name: Taylor Kilfoil ($239,076.03); J. Benjamin Jackson III ($61,939.78); Lawrence McGuckin ($63,935.34)
Relationship: Board Members
Amount: $364,951.15

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
4/2024	Section 4(a)(2)	Priced Round	$250,896	General operations
7/2024	Section 4(a)(2)	Priced Round	$240,860	General operations
12/2024	Regulation D	Priced Round	$170,000	General operations
12/2024	Rule 701	Priced Round	$247,500	General operations
4/2025	Section 3(a)(9)	Priced Round	$503,635	General operations
12/2025	Section 3(a)(9)	Priced Round	$574,428	General operations
12/2025	Regulation D	Priced Round	$574,428	General operations
12/2025	Regulation D	Priced Round	$1,328,043	General operations
1/2026	Section 3(a)(9)	Priced Round	$2,091,358	General operations
2/2026	Regulation D	Priced Round	$160,000	General operations
11/2026	Regulation D	Priced Round	$963,199	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 since the beginning of the issuer's last fiscal year, or any currently proposed transaction, 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 during the preceding 12- month period, 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 any immediate family member of any of the foregoing persons.

- [x] Yes
- [ ] No

For each transaction specify the person, relationship to issuer, nature of interest in transaction, and amount of interest.

Name: J. Benjamin Jackson III (NOWW LLC and family retirement accounts)
Amount Invested: $164,042.55
Transaction type: Equity
Issue date: 12/30/2025
Relationship: Director

Name: Lawrence McGuckin (Sam on the Reserve LLC)
Amount Invested: $100,000.00
Transaction type: Equity
Issue date: 12/30/2025
Relationship: Director

Name: Taylor Kilfoil (The Kilfoil Family Trust)
Amount Invested: $25,000.00
Transaction type: Equity
Issue date: 12/30/2025
Relationship: Director

Name: J. Benjamin Jackson III (NOWW LLC)
Amount Invested: $158,630.14
Transaction type: Equity
Issue date: 12/22/2025
Relationship: Director

Name: J. Benjamin Jackson III (NOWW LLC)
Amount Invested: $503,635.00
Transaction type: Equity
Issue date: 4/1/2025
Relationship: Director

Name: J. Benjamin Jackson III
Amount Invested: $125,643.84
Transaction type: Equity
Issue date: 1/5/2026
Relationship: Director

Name: Cynthia M. Jackson
Amount Invested: $31,410.96
Transaction type: Equity
Issue date: 1/5/2026
Relationship: Immediate family member of director J. Benjamin Jackson III

Name: Lawrence McGuckin (Sam on the Reserve LLC)
Amount Invested: $251,287.67
Transaction type: Equity
Issue date: 1/5/2026
Relationship: Director

Name: Taylor Kilfoil (The Kilfoil Family Trust)
Amount Invested: $24,510.68
Transaction type: Equity
Issue date: 1/5/2026
Relationship: Director

Name: J. Benjamin Jackson III (NOWW LLC)
Amount Invested: $100,000.00
Transaction type: Equity
Issue date: 12/20/2024
Relationship: Director

Name: J. Benjamin Jackson III (NOWW LLC)
Amount Invested: $158,630.14
Transaction type: Equity
Issue date: 12/22/2025
Relationship: Director

Name: Dirk Brown
Amount Invested: $583,765.00
Transaction type: Loan
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
Outstanding: Yes
Relationship: Chairman of the Board

Name: Taylor Kilfoil
Amount Invested: $134,067.00

Transaction type: Loan
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
Outstanding: Yes
Relationship: Board Member

Name: Lawrence McGuckin
Amount Invested: $134,067.00
Transaction type: Loan
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
Outstanding: Yes
Relationship: Board Member

Name: J. Benjamin Jackson III (NOWW LLC)
Amount Invested: $342,883.00
Transaction type: Loan
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
Outstanding: Yes
Relationship: Board Member

Name: Taylor Kilfoil
Amount Invested: $450,815.00
Transaction type: Loan
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
Outstanding: Yes
Relationship: Board Member

Name: Dirk Brown
Amount Invested: $250,000.00
Transaction type: Loan
Interest rate: 12.0% per annum
Maturity date: 11/30/2029
Outstanding: Yes
Relationship: Chairman of the Board

Name: Taylor Kilfoil ($239,076.03); J. Benjamin Jackson III ($61,939.78); Lawrence McGuckin ($63,935.34)
Amount Invested: $364,951.15
Transaction type: Loan
Interest rate: 12.0% per annum
Maturity date: 12/31/2029
Outstanding: Yes
Relationship: Board Members

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

Yes

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

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

Overview of the Business and Financial Condition

Develops, produces, distributes, and markets ice cream containing regulated levels of alcohol under the brand name PROOF Hard Ice Cream; gourmet cocktail-flavored ice creams with ~5% alcohol by volume sold to retailers, on-premise accounts, distributors, and online consumers.

We are an early-stage company and have incurred operating losses and negative cash flows from operations since inception. We expect to continue to incur operating losses in the near term.

As of November 12, 2026, we had cash and cash equivalents of approximately $418,000.

Our ability to continue operations is dependent on managing our expenses and, if necessary, obtaining additional financing.

This discussion should be read in conjunction with the financial statements and related notes included in this offering statement.

Business and Operating Uncertainty

Our business operates in an environment subject to various risks, uncertainties, and changing conditions, which makes it difficult to evaluate our business, financial condition, and prospects and may limit the comparability of our results of operations from period to period.

Financial Condition

As of December 31, 2025, our total assets were $2,014,171 and our current and non-current liabilities, as reflected in available financial statement fields, were $6,652,569.

Our financial statements reflect an early-stage company with limited operating history. Investors should not place undue reliance on historical financial information given the company's limited operating history and the likelihood that future results will differ from historical

results.

Liquidity and Capital Resources

As of December 31, 2025, we had cash and cash equivalents of approximately $331,829.

Based on our current operations, we have a monthly net cash burn of approximately $169,000.

Our monthly net cash burn or profit may vary significantly from month to month due to the timing of receipts and expenditures and other short-term factors. As a result, period-to-period comparisons may not be meaningful.

Based on our current plan, we do not expect to have sufficient cash to fund operations for at least the next 12 months. The main drivers of our limited runway include:

- Loan, lease, or rent payments
- Buying inventory or other direct costs
- Whether or when we hire more people
- When customers pay us

Our historical operations have been funded primarily through external financing.

Liquidity Assumptions

Our assessment of our liquidity and ability to fund operations is not a projection and is based on current assumptions regarding operating expenses, cash requirements, and capital needs. These assumptions may change, and actual results may differ materially due to changes in operating conditions, timing of receipts and payments, and other factors.

Dependence on Additional Financing

There can be no assurance that additional financing will be available on acceptable terms, or at all. If we are unable to raise additional capital when needed, we may be required to materially reduce or suspend operations.

Indebtedness and Capital Structure

As of the date of this offering statement, we had total outstanding indebtedness of $3,754,417, as shown in Item 24 (balances of director loans are as of November 16, 2026, including interest capitalized under the standstill agreement). The material terms of such indebtedness are described in Item 24 of this Form C.

(For the avoidance of doubt, SAFEs are not treated as indebtedness.)

During the past three years, we have conducted exempt offerings, resulting in the issuance of securities in aggregate amounts of approximately $9,595,006, including $3,169,421 of common stock issued in Section 3(a)(9) exchanges of existing notes, for which no new cash was received.

Known Trends, Events, and Uncertainties

Revenue in 2026 has been lower than in 2025: net sales through November 22, 2026 were approximately $542,000, compared with approximately $967,000 for the same period of 2025, reflecting, among other things, the removal of our freezers from approximately 79 stores in North and South Carolina, the loss of a national retailer's business in Florida, and the restructuring of our Florida operations. Several equipment loans are past due (see Item 24), our cash on hand would fund operations for approximately two and one-half months without additional financing, and our independent accountant's review report includes an explanatory paragraph describing substantial doubt about our ability to continue as a going concern. We expect these trends to continue to affect our results until we regain retail placements and raise additional capital.

Changes Since the Date of the Financial Statements

Since December 31, 2025: (i) on January 5, 2026, $1,703,000 of convertible note principal and $388,358 of accrued interest converted into 2,460,421 shares of common stock, and the remaining $764,588 of notes became term loans maturing between November 2029 and March 2030; (ii) we sold $830,500 of 18% senior secured bridge notes, and bridge loan balances increased to $2,296,626 as of October 31, 2026; (iii) on November 16, 2026, we entered into the Insider Debt Standstill, Parity and Harmonization Agreement with our director-lenders (Item 24); (iv) we began a concurrent private offering of common stock and warrants (Item 31); (v) we issued a compensatory warrant to purchase up to 3,698,884 shares to New London Projects, LLC; (vi) our stockholders approved an increase in authorized common stock to 29,000,000 shares; (vii) we entered into a 72-month lease of our Columbia, South Carolina facility; and (viii) our revenue declined, as described above.

Impact of This Offering

The proceeds from this offering are expected to be used to strengthen sales and distribution, operations, and marketing. The timing and extent of our use of proceeds will depend on the amount of proceeds raised and future operating conditions. Additional detail regarding our planned use of proceeds is provided in Item 10 of this Form C.

There can be no assurance that the proceeds of this offering will be sufficient to fund our operations or achieve our business objectives.

Certain information relevant to understanding our financial condition and liquidity is presented elsewhere in this offering statement, including in the financial statements, related notes, and the sections describing indebtedness and prior financings.

Forward-Looking Statements

This discussion contains forward-looking statements that are based on management's current expectations and assumptions. Actual results may differ materially from those expressed or implied by these statements.

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.

I, Jennifer Randall-Collins, certify that:

(1) the financial statements of Liquorem Holdings Corporation included in this Form are true and complete in all material respects.



Jennifer Randall-Collins

CEO

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, any promoter connected with the 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, or 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 paid 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 4A(b) 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 paid 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, 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 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 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 4A(b) 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 injunction with respect to conduct alleged by the 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 would have answered "Yes" to any of these questions had the conviction, order, 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.

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 light of the circumstances under which they are made, not misleading.

Concurrent Offering. Since September 2026, the Company has been conducting a private offering under Rule 506(b) of Regulation D to

existing and select strategic investors of up to $1,500,000 of common stock at $1.00 per share, together with warrants to purchase two additional shares of common stock at an exercise price of $1.00 per share for each share purchased. Bridge debt held by participating investors may be converted into the offering; directors may participate only for cash. As of November 22, 2026, the Company had issued 963,310 shares in that offering for $963,199 ($600,000 in cash and $363,199 by conversion of bridge debt) and warrants to purchase 1,504,527 shares; no director or officer had participated. The offering remains open and will be closed before the Company accepts any investment in this offering. Investors in this offering will not receive warrants and will pay a higher price per share, except as described in Item 13.

Corporate Structure. Liquorem Holdings Corp. owns 100% of the membership interests of several subsidiaries, whose results are consolidated in the Company's financial statements. Our products are produced under the federal winery permit of RMRH Enterprises, LLC, an entity not affiliated with the Company.

Recent Material Agreements. Effective July 6, 2026, the Company entered into an independent contractor agreement with New London Projects, LLC, the entity of recording artist October London, for creative and promotional services, under which the Company issued a warrant to purchase 3,698,884 shares of common stock at $1.00 per share, subject to service-based and performance-based vesting and a ten-year term, as described in Item 17. In August 2026, the Company engaged a national broker for a $5,000 monthly retainer over an initial six-month term plus commissions of 8.75% of wholesale price per case, and entered into a co-branding arrangement with Luxardo, through its U.S. importer Hotaling & Co., under which no license fee or royalty is payable.

The Lead Investor. As described above, each Investor that has entered into the Investor Agreement will grant a power of attorney to make voting decisions on behalf of that Investor to the Lead Investor (the "Proxy"). The Proxy is irrevocable unless and until a Successor Lead Investor takes the place of the Lead Investor, in which case, the Investor has a five (5) calendar day period to revoke the Proxy. Pursuant to the Proxy, the Lead Investor or his or her successor will make voting decisions and take any other actions in connection with the voting on Investors' behalf.

The Lead Investor is an individual that is chosen to act in the role of Lead Investor on behalf of Investors that have a Proxy in effect. The Lead Investor will be chosen by the Company and approved by Wefunder Inc. and the identity of the initial Lead Investor will be disclosed to Investors before Investors make a final investment decision to purchase the securities related to the Company.

The Lead Investor can quit at any time or can be removed by Wefunder Inc. for cause or pursuant to a vote of investors as detailed in the Lead Investor Agreement. In the event the Lead Investor quits or is removed, the Company will choose a Successor Lead Investor who must be approved by Wefunder Inc. The identity of the Successor Lead Investor will be disclosed to Investors, and those that have a Proxy in effect can choose to either leave such Proxy in place or revoke such Proxy during a 5-day period beginning with notice of the replacement of the Lead Investor.

The Lead Investor will not receive any compensation for his or her services to the SPV. The Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a fund ("Fund") for accredited investors for the purpose of investing in a non-Regulation Crowdfunding offering of the Company. In such circumstances, the Lead Investor may act as a portfolio manager for that Fund (and as a supervised person of Wefunder Advisors) and may be compensated through that role.

Although the Lead Investor may act in multiple roles with respect to the Company's offerings and may potentially be compensated for some of its services, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of securities issued by or related to the Company. As a result, the Lead Investor's interests should always be aligned with those of Investors. It is, however, possible that in some limited circumstances the Lead Investor's interests could diverge from the interests of Investors, as discussed in section 8 above.

Investors that wish to purchase securities related to the Company through Wefunder Portal must agree to give the Proxy described above to the Lead Investor, provided that if the Lead Investor is replaced, the Investor will have a 5-day period during which he or she may revoke the Proxy. If the Proxy is not revoked during this 5-day period, it will remain in effect.

Tax Filings. In order to complete necessary tax filings, the SPV is required to include information about each investor who holds an interest in the SPV, including each investor's taxpayer identification number ("TIN") (e.g., social security number or employer identification number). To the extent they have not already done so, each investor will be required to provide their TIN within the earlier of (i) two (2) years of making their investment or (ii) twenty (20) days prior to the date of any distribution from the SPV. If an investor does not provide their TIN within this time, the SPV reserves the right to withhold from any proceeds otherwise payable to the Investor an amount necessary for the SPV to satisfy its tax withholding obligations as well as the SPV's reasonable estimation of any penalties that may be charged by the IRS or other relevant authority as a result of the investor's failure to provide their TIN. If applicable, the Company may also be required to pay Wefunder certain fees for the preparation of tax filings. Such fees and the Company's obligation to deliver required tax documents are further specified in the related Tax Services Agreement ("TSA").

Investors should carefully review the terms of the SPV Subscription Agreement for additional information about tax filings.

Potential Dissolution of the SPV. The Company has agreed that it will pay an administrative fee and / or certain tax fees to Wefunder, in addition to delivering required tax information in the manner prescribed by the TSA, where applicable. Failure to pay such fees or provide Wefunder with required tax information could result in the dissolution of the SPV (an "SPV Dissolution Event"). Subsequent to an SPV Dissolution Event, the securities held by the SPV would be distributed directly and proportionally to the individual investors. This could create administrative complexities, as investors would need to manage the securities themselves rather than having them held and administered by the SPV. Additionally, the unplanned distribution of securities may not align with investors' intended investment strategy or asset allocation.

Upon an SPV Dissolution Event, the Investor hereby consents to and agrees to accept direct assignment of the SPV's rights and obligations under any investment agreements between the SPV and the Company that is located in the Form C or C/A offering materials. The Investor acknowledges they will be bound by all terms and conditions of such agreements as if they were an original party thereto.

ONGOING REPORTING

32. 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.

33. Once posted, the annual report may be found on the issuer's website at:

https://proofhardicecream.com/invest

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; or
4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(a)(6), 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

- PROOF Hard Ice Cream - Common Stock Agreement.docx (1)
- Early Bird PROOF Hard Ice Cream - Common Stock Agreement.docx (1)
- SPV Subscription Agreement
- SPV Subscription Agreement - Early Bird

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Dirk Brown
- J. Benjamin Jackson III
- Jennifer Randall-Collins
- Lawrence McGuckin
- Taylor Kilfoil

Appendix E: Supporting Documents

- ttw_merged_comms
- Series Appendix — Proof Hard Ice Cream I
- Series Appendix — Proof Hard Ice Cream I (Early Bird)
- Wefunder SPV, LLC Agreement

Signatures

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

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the intermediary's platform.

The following documents will be filed with the SEC:

Cover Page XML
Offering Statement (this page)
Appendix A: Business Description & Plan
Appendix B: Investor Contracts
  PROOF Hard Ice Cream - Common Stock Agreement.docx (1)
  Early Bird PROOF Hard Ice Cream - Common Stock Agreement.docx (1)
  SPV Subscription Agreement
  SPV Subscription Agreement - Early Bird
Appendix C: Financial Statements
  Financials 1
Appendix D: Director & Officer Work History
  Dirk Brown
  J. Benjamin Jackson III
  Jennifer Randall-Collins
  Lawrence McGuckin
  Taylor Kilfoil
Appendix E: Supporting Documents
  ttw_merged_comms
  Series Appendix — Proof Hard Ice Cream I
  Series Appendix — Proof Hard Ice Cream I (Early Bird)

Series Appendix – Frost Hard Ice Cream (Early Bird)

Wefunder SPV, LLC Agreement

Wefunder Portal will review the information you provide before we agree to submit a Form C to the SEC. Our review is designed to assess whether the information you have provided is complete and not inaccurate, misleading or otherwise fraudulent. Despite our review, the company submitting this Form C may be held responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading. By submitting your Form C to us, you acknowledge this. You also agree to provide any additional information or clarification we may request from you so that the Form C we submit on your behalf, in our reasonable, good faith review, does not contain incorrect information. Wefunder Portal will not submit a Form C that we believe, in our sole discretion, omits material information or contains false or misleading information. As a result, there is no guarantee that we will submit a Form C on your behalf.

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

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the Form C.

Pursuant to the requirements of Sections 4(a)(6) 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.

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 true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C, any future non-material Form C-A, any future Form C-U, and any future Form C-W 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.

Before you click on the button below, please review the information you have provided carefully.

We strongly recommend you have your company's lawyer review the information as well. The company submitting this Form C is responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading.

☑ I verify the Form C is 100% accurate

☑ I agree to the Wefunder Listing Agreement

☑ I agree to the Investor Representative Proxy Agreement

☑ I agree to the Rule 3a-9 Undertakings Agreement

Pursuant to the requirements of Sections 4(a)(6) 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.

Liquorem Holdings Corporation

By

Jennifer Randall-Collins

CEO & Co-Founder

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

Jennifer Randall-Collins

CEO & Co-Founder
11/25/2026

Dirk Brown

Chairman
11/25/2026

Lawrence p mcguckin

Non exec Board member
11/25/2026

J. Benjamin Jackson III

Director

11/25/2026

The Form C must be signed by the 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.