

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM C

UNDER THE SECURITIES ACT OF 1933

(Mark one.)

- Form C: Offering Statement  
 Form C-U: Progress Update  
 Form C/A: Amendment to Offering Statement  
     Check box if Amendment is material and investors must reconfirm within five business days.  
 Form C-AR: Annual Report  
 Form C-AR/A: Amendment to Annual Report  
 Form C-TR: Termination of Reporting

***Name of Issuer:***

Midgie's Good Cream Inc.

***Legal status of Issuer:***

***Form:***

Corporation

***Jurisdiction of Incorporation/Organization:***

Delaware

***Date of Organization:***

February 2, 2021

***Physical Address of Issuer:***

4048 Sonoma Highway, #15, Napa, CA 94559, United States

***Website of Issuer:***

<https://rethinkicecream.us>

***Is there a Co-Issuer? \_\_\_ Yes \_X\_ No***

***Name of Intermediary through which the Offering will be Conducted:***

OpenDeal Portal LLC dba Republic

***CIK Number of Intermediary:***

0001751525

***SEC File Number of Intermediary:***

007-00167

***CRD Number of Intermediary:***

283874

***Name of qualified third party "Escrow Agent" which the Offering will utilize:***

Prime Trust, LLC

***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:***

At the conclusion of the offering, the issuer shall pay a fee of six percent (6%) of the amount raised in the offering to the Intermediary.

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

The Intermediary will also receive compensation in the form of securities equal to two percent (2%) of the total number of the securities sold in the offering.

***Type of Security Offered:***

Crowd SAFE (Simple Agreement for Future Equity)

***Target Number of Securities to be Offered:***

25,000

***Price (or Method for Determining Price):***

\$1.00

***Target Offering Amount:***

\$25,000

***Oversubscriptions Accepted:***

- Yes  
 No

***Oversubscriptions will be Allocated:***

- Pro-rata basis  
 First-come, first-served basis  
 Other: At the Intermediary's discretion

***Maximum offering amount (if different from Target Offering Amount):***

\$410,000

***Deadline to reach the Target Offering Amount:***

February 21, 2022

**If the sum of the investment commitments does not equal or exceed the target offering amount at the deadline to reach the target offering amount, no Securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.**

***Current Number of Employees:***

3 full-time employees.

	<b>Most recent fiscal year-end (2020)</b>	<b>Prior fiscal year-end (2019)</b>
<b>Total Assets</b>	\$270,487	\$255,084
<b>Cash &amp; Cash Equivalents</b>	\$87,362	\$147,830
<b>Accounts Receivable</b>	\$23,937	\$18,264
<b>Short-term Debt</b>	\$511,828	\$332,070
<b>Long-term Debt</b>	\$1,391,716	\$1,226,798
<b>Revenues/Sales</b>	\$560,901	\$485,412
<b>Cost of Goods Sold</b>	\$315,104	\$523,438
<b>Taxes Paid</b>	\$0	\$0
<b>Net Income/(Net Loss)</b>	\$(873,169)	\$(1,493,562)

\*Primarily categorized as Promissory Note and Loans

***The jurisdictions in which the issuer intends to offer the securities:***

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, U.S., Virginia, Washington, West Virginia, Wisconsin, Wyoming, American Samoa, and Northern Mariana Islands

November 3, 2021

Midgie's Good Cream Inc.

# ReThink

## ICE CREAM

Up to \$410,000 of Crowd SAFE (Simple Agreement for Future Equity)

Midgie's Good Cream Inc., conducting business as ReThink Ice Cream ("**ReThink**," the "**Company**," "**we**," "**us**," or "**our**"), is offering a minimum amount of \$25,000 (the "**Target Offering Amount**") and up to a maximum amount of \$410,000 (the "**Maximum Offering Amount**") of Crowd SAFE (Simple Agreement for Future Equity) (the "**Securities**") on a best-efforts basis as described in this Form C (this "**Offering**"). We must raise an amount equal to or greater than the Target Offering Amount by February 21, 2022 (the "**Offering Deadline**"). Unless we raise at least the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be cancelled, and all committed funds will be returned.

Potential purchasers of the Securities are referred to herein as "**Investors**" or "**you**". The rights and obligations of Investors with respect to the Securities are set forth below in the section titled "*The Offering and the Securities—The Securities*". In order to purchase the Securities, you must complete the purchase process through our intermediary, OpenDeal Portal LLC dba Republic (the "**Intermediary**"). All committed funds will be held in escrow with Prime Trust, LLC (the "**Escrow Agent**") until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline, or such earlier time as the Company designates pursuant to Regulation CF, using the cancellation mechanism provided by the Intermediary.

Investment commitments may be accepted or rejected by us, in our sole and absolute discretion. We have the right to cancel or rescind our offer to sell the Securities at any time and for any reason. The Intermediary has the ability to reject any investment commitment and may cancel or rescind our offer to sell the Securities at any time for any reason.

	Price to Investors	Service Fees and Commissions (1)(2)	Net Proceeds
Minimum Individual Purchase Amount (3)	\$150	\$9.00	\$141
Maximum Individual Purchase Amount (3)(4)	\$41,000	\$2,460	\$38,540
Target Offering Amount	\$25,000	\$1,500	\$23,500
Maximum Offering Amount	\$410,000	\$24,600	\$385,400

- (1) This excludes fees to Company's advisors, such as attorneys and accountants.
- (2) In addition to the six percent (6%) fee shown here, the Intermediary will also receive a securities commission equal to two percent (2%) of the Securities sold in this Offering.
- (3) The Company reserves the right to amend the Minimum Individual Purchase Amount and Maximum Individual Purchase Amount, in its sole discretion. In particular, the Company may elect to

participate in one of the Intermediary's special investment programs and may offer alternative Minimum Individual Purchase Amounts and Maximum Individual Purchase Amounts to Investors participating in such programs without notice.

- (4) Subject to any other investment amount limitations applicable to the Investor under Regulation CF.

**A crowdfunding investment involves risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment.**

**In making an investment decision, investors must rely on their own examination of the Company 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.**

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL INVESTORS. THERE ARE ALSO SIGNIFICANT UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN OUR COMPANY AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY TRADED. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN OUR COMPANY IS HIGHLY SPECULATIVE. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE THE SECTION OF THIS FORM C TITLED "*RISK FACTORS*" BEGINNING ON PAGE 2.

THE SECURITIES OFFERED HEREBY WILL HAVE TRANSFER RESTRICTIONS. NO SECURITIES MAY BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF BY ANY INVESTOR EXCEPT PURSUANT TO RULE 501 OF REGULATION CF. YOU SHOULD BE AWARE THAT YOU WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

YOU ARE NOT TO CONSTRUE THE CONTENTS OF THIS FORM C AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO YOUR PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT THEIR OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THEIR INVESTMENT.

THIS OFFERING IS ONLY EXEMPT FROM REGISTRATION UNDER THE LAWS OF THE UNITED STATES AND ITS TERRITORIES. NO OFFER IS BEING MADE IN ANY JURISDICTION NOT LISTED ABOVE. PROSPECTIVE INVESTORS ARE SOLELY RESPONSIBLE FOR DETERMINING THE PERMISSIBILITY OF THEIR PARTICIPATING IN THIS OFFERING, INCLUDING OBSERVING ANY OTHER REQUIRED LEGAL FORMALITIES AND SEEKING CONSENT FROM THEIR LOCAL REGULATOR, IF NECESSARY. THE INTERMEDIARY FACILITATING THIS OFFERING IS LICENSED AND REGISTERED SOLELY IN THE UNITED STATES AND HAS NOT SECURED, AND HAS NOT SOUGHT TO SECURE, A LICENSE OR WAIVER OF THE NEED FOR SUCH LICENSE IN ANY OTHER JURISDICTION. THE COMPANY, THE ESCROW AGENT AND THE INTERMEDIARY, EACH RESERVE THE RIGHT TO REJECT ANY INVESTMENT COMMITMENT MADE BY ANY PROSPECTIVE INVESTOR, WHETHER FOREIGN OR DOMESTIC.

#### **SPECIAL NOTICE TO FOREIGN INVESTORS**

IF YOU LIVE OUTSIDE THE UNITED STATES, IT IS YOUR RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER

FORMALITIES. WE RESERVE THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

### NOTICE REGARDING THE ESCROW AGENT

PRIME TRUST LLC, THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

The Company has certified that all of the following statements are TRUE for the Company in connection with this Offering:

- (1) Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;
- (2) Is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") (15 U.S.C. 78m or 78o(d));
- (3) Is not an investment company, as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**") (15 U.S.C. 80a-3), or excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act (15 U.S.C. 80a-3(b) or 80a-3(c));
- (4) Is not ineligible to offer or sell securities in reliance on Section 4(a)(6) of the Securities Act of 1933 (the "**Securities Act**") (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);
- (5) Has filed with the SEC and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C; and
- (6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

### Bad Actor Disclosure

The Company is not subject to any bad actor disqualifications under any relevant U.S. securities laws.

### Ongoing Reporting

Following the first sale of the Securities, the Company will file a report electronically with the Securities and Exchange Commission annually and post the report on its website, no later than 120 days after the end of the Company's fiscal year.

Once posted, the annual report may be found on the Company's website at <https://rethinkicecream.us>.

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

- (1) the Company is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- (2) the Company has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed \$10,000,000;
- (3) the Company has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;
- (4) the Company or another party repurchases all of the Securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- (5) the Company liquidates or dissolves its business in accordance with applicable state law.

Neither the Company nor any of its predecessors (if any) previously failed to comply with the ongoing reporting requirement of Regulation CF.

**Updates**

Updates on the status of this Offering may be found at: <https://www.republic.co/rethink-ice-cream>

The date of this Form C is November 3, 2021.

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## ABOUT THIS FORM C

You should rely only on the information contained in this Form C. We have not authorized anyone to provide any information or make any representations other than those contained in this Form C, and no source other than the Intermediary has been authorized to host this Form C and the Offering. If anyone provides you with different or inconsistent information, you should not rely on it. We are not offering to sell, nor seeking offers to buy, the Securities in any jurisdiction where such offers and sales are not permitted. The information contained in this Form C and any documents incorporated by reference herein is accurate only as of the date of those respective documents, regardless of the time of delivery of this Form C or the time of issuance or sale of any Securities.

Statements contained herein as to the content of any agreements or other documents are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. Prior to the consummation of the purchase and sale of the Securities, the Company will afford prospective Investors an opportunity to ask questions of, and receive answers from, the Company and its management concerning the terms and conditions of this Offering and the Company.

In making an investment decision, you must rely on your own examination of the Company and the terms of the Offering, including the merits and risks involved. The statements of the Company contained herein are based on information believed to be reliable; however, no warranty can be made as to the accuracy of such information or that circumstances have not changed since the date of this Form C. For example, our business, financial condition, results of operations, and prospects may have changed since the date of this Form C. The Company does not expect to update or otherwise revise this Form C or any other materials supplied herewith.

This Form C is submitted in connection with the Offering described herein and may not be reproduced or used for any other purpose.

### CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

This Form C and any documents incorporated by reference herein contain forward-looking statements and are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this Form C are forward-looking statements. Forward-looking statements give our current reasonable expectations and projections regarding our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “should,” “can have,” “likely” and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this Form C and any documents incorporated by reference herein are based on reasonable assumptions we have made in light of our industry experience, perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you read and consider this Form C, you should understand that these statements are not guarantees of performance or results. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual operating and financial performance and cause our performance to differ materially from the performance anticipated in the forward-looking statements. Should one or more of these risks or uncertainties materialize or should any of these assumptions prove incorrect or change, our actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.

Investors are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statements made in this Form C or any documents incorporated by reference herein is accurate only as of the date of those respective documents. Except as required by law, we undertake no obligation to publicly update any forward-looking statements for any reason after the date of this Form C or to conform these statements to actual results or to changes in our expectations.

## SUMMARY

*The following summary highlights information contained elsewhere or incorporated by reference in this Form C. This summary may not contain all of the information that may be important to you. You should read this entire Form C carefully, including the matters discussed under the section titled "Risk Factors."*

### The Company

Midgie's Good Cream Inc., conducting business as ReThink Ice Cream (the "Company"), makes tummy-friendly dairy ice cream, that is also low in sugar, in a variety of unique flavors. The Company is a Delaware corporation, formed on February 2, 2021, upon the conversion from a California limited partnership called Midgie's Good Cream LP, first formed on February 20, 2018. The Company has filed in California to conduct business as "ReThink Ice Cream".

The Company is located at 4048 Sonoma Highway, #15, Napa, CA 94559, United States.

The Company's website is <https://rethinkicecream.us>.

The Company is headquartered and qualified to conduct business in Delaware. The Company also sells its products through the Internet and throughout the United States and internationally.

A description of our products, services and business plan can be found on the Company's profile page on the Intermediary's website under <https://republic.co/rethink-ice-cream> and is attached as Exhibit B to this Form C.

### The Offering

<b>Minimum Amount of the Securities Offered</b>	25,000
<b>Total Amount of the Securities Outstanding after Offering (if Target Offering Amount met)</b>	25,000*
<b>Maximum Amount of the Securities Offered</b>	410,000
<b>Total Amount of the Securities Outstanding after Offering (if Maximum Offering Amount met)</b>	410,000*
<b>Price Per Security</b>	\$1.00
<b>Minimum Individual Purchase Amount</b>	\$150 <sup>+</sup>
<b>Maximum Individual Purchase Amount</b>	\$41,000 <sup>+</sup>
<b>Offering Deadline</b>	February 21, 2022
<b>Use of Proceeds</b>	See the description of the use of proceeds on page 15 hereof.
<b>Voting Rights</b>	See the description of the voting rights on page 27.

\*The total number of the Securities outstanding after the Offering is subject to increase in an amount equal to the Intermediary's fee of two percent (2%) of the Securities issued in this Offering.

+ The Company reserves the right to amend the Minimum Individual Purchase Amount and Maximum Individual Purchase Amount, in its sole discretion. In particular, the Company may elect to participate in one of the Intermediary's special investment programs and may offer alternative Minimum Individual Purchase Amounts and Maximum Individual Purchase Amounts to Investors participating in such programs without notice.

## RISK FACTORS

*Investing in the Securities involves a high degree of risk and may result in the loss of your entire investment. Before making an investment decision with respect to the Securities, we urge you to carefully consider the risks described in this section and other factors set forth in this Form C. In addition to the risks specified below, the Company is subject to same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. Prospective Investors should consult with their legal, tax and financial advisors prior to making an investment in the Securities. The Securities should only be purchased by persons who can afford to lose all of their investment.*

### **Risks Related to the Company's Business and Industry**

***We have a limited operating history upon which you can evaluate our performance, and accordingly, our prospects must be considered in light of the risks that any new company encounters.***

The Company is still in an early phase and we are just beginning to implement our business plan. There can be no assurance that we will ever operate profitably. The likelihood of our success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by early-stage companies. The Company may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

***We have a history of losses. If we do not become profitable or maintain profitability in the future, we may not be able to continue to operate.***

We have not been profitable in the past. We have not generated any significant revenues to date. Before we are able to generate any material level of revenues, we will incur significant additional losses. We expect to substantially increase our research and development, sales and marketing and general and administrative expenses. As a result, we will need to generate significant revenues to achieve and maintain profitability in the future. We cannot assure you that we will achieve profitable operations or maintain them if achieved. Failure to achieve or maintain profitability will materially and adversely affect our business.

***We need to continue as a going concern if our business is to succeed.***

Because of our recurring losses and negative cash flows from operations, we may not be able to continue as a going concern in the future. Reasons for our possible failure to continue as a going concern include our historical net losses, limited working capital, requirement to repay short and long term indebtedness and the need for additional financing to implement our business plan. If we are not able to attain profitability in the near future, our financial condition could deteriorate further, which would have a material adverse impact on our business and prospects and result in a significant or complete loss of your investment. If we are unable to continue as a going concern, we might have to liquidate our assets and the values we receive for our assets in liquidation or dissolution could be significantly lower than the values reflected in our financial statements.

***Global crises, such as COVID-19, can have a significant effect on our business operations and revenue projections.***

The Company's revenue was adversely affected in 2020 related to the COVID-19 crisis. Conditions have eased in 2021. If another significant outbreak of COVID-19 or another contagious disease were to occur, we may lose a significant portion of our revenue.

In addition, a significant outbreak of contagious diseases in the human population could result in a widespread health crisis that could adversely affect the economies and financial markets of many countries, including the United States where we principally operate, resulting in an economic downturn that could reduce the demand for our products and services and impair our business prospects, including as a result of being unable to raise additional capital on acceptable terms to us, if at all.

***The amount of capital the Company is attempting to raise in this Offering may not be enough to sustain the Company's current business plan.***

In order to achieve the Company's near and long-term goals, the Company may need to procure funds in addition to the amount raised in the Offering. There is no guarantee the Company will be able to raise such funds on acceptable terms or at all. If we are not able to raise sufficient capital in the future, we may not be able to execute our business plan, our continued operations will be in jeopardy and we may be forced to cease operations and sell or otherwise transfer all or substantially all of our remaining assets, which could cause an Investor to lose all or a portion of their investment.

***We may face potential difficulties in obtaining capital.***

We may have difficulty raising needed capital in the future as a result of, among other factors, our lack of revenues from sales, as well as the inherent business risks associated with our Company and present and future market conditions. Our business currently has limited sales and future sources of revenue may not be sufficient to meet our future capital requirements. We will require additional funds to execute our business strategy and conduct our operations. If adequate funds are unavailable, we may be required to delay, reduce the scope of or eliminate one or more of our research, development or commercialization programs, product launches or marketing efforts, any of which may materially harm our business, financial condition and results of operations.

***We may implement new lines of business or offer new products and services within existing lines of business.***

As an early-stage company, we may implement new lines of business at any time. There are substantial risks and uncertainties associated with these efforts, particularly in instances where the markets are not fully developed. In developing and marketing new lines of business and/or new products and services, we may invest significant time and resources. Initial timetables for the introduction and development of new lines of business and/or new products or services may not be achieved, and price and profitability targets may not prove feasible. We may not be successful in introducing new products and services in response to industry trends or developments in technology, or those new products may not achieve market acceptance. As a result, we could lose business, be forced to price products and services on less advantageous terms to retain or attract clients or be subject to cost increases. As a result, our business, financial condition or results of operations may be adversely affected.

***We rely on other companies to provide basic ingredients for our products.***

We depend on these suppliers and contractors to meet our contractual obligations to our customers and conduct our operations. Our ability to meet our obligations to our customers may be adversely affected if suppliers or subcontractors do not provide the agreed-upon supplies or perform the agreed-upon services in compliance with customer requirements and in a timely and cost-effective manner. Likewise, the quality of our products may be adversely impacted if companies to whom we delegate manufacture of major components or subsystems for our products, or from whom we acquire such items, do not provide basic ingredients which meet required specifications and perform to our, and our customers', expectations. Our suppliers may also be less likely than us to quickly recover from natural disasters and other events beyond their control and may be subject to additional risks such as financial problems that limit their ability to conduct their operations. The risk of these adverse effects may be greater in circumstances where we rely on only one or two contractors or suppliers for a particular basic ingredient.

***We depend on third-party service providers and outsource providers for a variety of services and we outsource a number of our non-core functions and operations.***

In certain instances, we rely on single or limited service providers and outsourcing vendors because the relationship is advantageous due to quality, price, or lack of alternative sources. If production or service was interrupted and we were not able to find alternate third-party providers, we could experience material disruptions in manufacturing and operations including product shortages, higher freight costs and re-engineering costs. If outsourcing services are interrupted or not performed or the performance is poor, this could impact our ability to process, record and report transactions with our customers and other constituents. Such interruptions in the provision of supplies and/or services could result in our inability to meet customer demand, damage our reputation and customer relationships and could have a material adverse affect on our business.

***Manufacturing or design defects, unanticipated use of our products, or inadequate disclosure of risks relating to the use of the products can lead to injury or other adverse events.***

These events could lead to recalls or safety alerts relating to our products (either voluntary or required by governmental authorities) and could result, in certain cases, in the removal of a product from the market. Any recall could result in significant costs as well as negative publicity that could reduce demand for our products. Personal injuries relating to the use of our products can also result in product liability claims being brought against us. In some circumstances, such adverse events could also cause delays in new product approvals. Similarly, negligence in performing our services can lead to injury or other adverse events.

***We are heavily dependent on our distributors.***

In the United States we sell our products to independent distributors for distribution to on-premise locations such as bars, restaurants and sports venues, and for distribution to off-premise retail locations such as grocery and specialty stores. Although we currently have a large network of wholesale distributors, sustained growth will require us to maintain such relationships and enter into arrangements with additional distributors in new markets. No assurance can be given that we will be able to maintain our current distribution network or secure additional distributors on terms favorable to us, or at all.

***In general, demand for our products and services is highly correlated with general economic conditions.***

A substantial portion of our revenue is derived from discretionary spending by individuals, which typically falls during times of economic instability. Declines in economic conditions in the U.S. or in other countries in which we operate may adversely impact our consolidated financial results. Because such declines in demand are difficult to predict, we or the industry may have increased excess capacity as a result. An increase in excess capacity may result in declines in prices for our products and services.

***We rely on various intellectual property rights, including trademarks, in order to operate our business.***

The Company relies on certain intellectual property rights to operate its business. The Company's intellectual property rights may not be sufficiently broad or otherwise may not provide us a significant competitive advantage. In addition, the steps that we have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons, or countries may require compulsory licensing of our intellectual property. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized use of such property, could adversely impact our competitive position and results of operations. We also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights. As we expand our business, protecting our intellectual property will become increasingly important. The protective steps we have taken may be inadequate to deter our competitors from using our proprietary information. In order to protect or enforce our intellectual property rights, we may be required to initiate litigation against third parties, such as infringement lawsuits. Also, these third parties may assert claims against us with or without provocation. These lawsuits could be expensive, take significant time and could divert management's attention from other business concerns. We cannot assure you that we will prevail in any of these potential suits or that the damages or other remedies awarded, if any, would be commercially valuable.

***The Company's success depends on the experience and skill of its executive officers and key employees.***

In particular, we are dependent on George Haymaker, our Chief Executive Officer. The Company does not have an employment agreement with George Haymaker and there can be no assurance that it will do so or that Mr. Haymaker will continue to be employed by the Company for a particular period of time. The loss of George Haymaker, or a key employee, could harm the Company's business, financial condition, cash flow and results of operations.

***Although dependent on certain key personnel, the Company does not have any key person life insurance policies on any such people.***

We are dependent on certain key personnel in order to conduct our operations and execute our business plan, however, the Company has not purchased any insurance policies with respect to those individuals in the event of their death or disability. Therefore, if any of these personnel die or become disabled, the Company will not receive any compensation to assist with such person's absence. The loss of such person could negatively affect the Company and our operations. We have no way to guarantee key personnel will stay with the Company, as many states do not enforce non-competition agreements, and therefore acquiring key man insurance will not ameliorate all of the risk of relying on key personnel.

***In order for the Company to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the needed experience.***

Recruiting and retaining highly qualified personnel is critical to our success. These demands may require us to hire additional personnel and will require our existing management and other personnel to develop additional expertise. We face intense competition for personnel, making recruitment time-consuming and expensive. The failure to attract and retain personnel or to develop such expertise could delay or halt the development and commercialization of our product candidates. If we experience difficulties in hiring and retaining personnel in key positions, we could suffer from delays in product development, loss of customers and sales and diversion of management resources, which could adversely affect operating results. Our consultants and advisors may be employed by third parties and may have commitments under consulting or advisory contracts with third parties that may limit their availability to us, which could further delay or disrupt our product development and growth plans.

***We need to rapidly and successfully develop and introduce new products in a competitive, demanding and rapidly changing environment.***

To succeed in our intensely competitive industry, we must continually improve, refresh and expand our product and service offerings to include newer features, functionality or solutions, and keep pace with changes in the industry. Shortened product life cycles due to changing customer demands and competitive pressures may impact the pace at which we must introduce new products or implement new functions or solutions. In addition, bringing new products or solutions to the market entails a costly and lengthy process, and requires us to accurately anticipate changing customer needs and trends. We must continue to respond to changing market demands and trends or our business operations may be adversely affected.

***The development and commercialization of our products is highly competitive.***

We face competition with respect to any products that we may seek to develop or commercialize in the future. Our competitors include both small companies and major companies operating worldwide, including Halo Top, Ben & Jerry's, Rebel Creamery and Oatly. Many of our competitors have significantly greater financial, technical and human resources than we have and superior expertise in research and development and marketing approved products and thus may be better equipped than us to develop and commercialize products. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Accordingly, our competitors may commercialize products more rapidly or effectively than we are able to, which would adversely affect our competitive position, the likelihood that our products will achieve initial market acceptance, and our ability to generate meaningful additional revenues from our products.

***Industry consolidation may result in increased competition, which could result in a loss of customers or a reduction in revenue.***

Some of our competitors have made or may make acquisitions or may enter into partnerships or other strategic relationships to offer more comprehensive services than they individually had offered or achieve greater economies of scale. In addition, new entrants not currently considered to be competitors may enter our market through acquisitions, partnerships or strategic relationships. We expect these trends to continue as companies attempt to strengthen or maintain their market positions. The potential entrants may have competitive advantages over us, such as greater name recognition, longer operating histories, more varied services and larger marketing budgets, as well as greater financial, technical and other resources. The companies resulting from combinations or that expand or

vertically integrate their business to include the market that we address may create more compelling service offerings and may offer greater pricing flexibility than we can or may engage in business practices that make it more difficult for us to compete effectively, including on the basis of price, sales and marketing programs, technology or service functionality. These pressures could result in a substantial loss of our customers or a reduction in our revenue.

***Damage to our reputation could negatively impact our business, financial condition and results of operations.***

Our reputation and the quality of our brand are critical to our business and success in existing markets and will be critical to our success as we enter new markets. Any incident that erodes consumer loyalty for our brand could significantly reduce its value and damage our business. We may be adversely affected by any negative publicity, regardless of its accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience of consumers and other interested persons. The availability of information on social media platforms is virtually immediate as is its impact. Information posted may be adverse to our interests or may be inaccurate, each of which may harm our performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction.

***We have not prepared any audited financial statements.***

The financial statements attached as Exhibit A to this Form C have been “reviewed” only and such financial statements have not been verified with outside evidence as to management’s amounts and disclosures. Additionally, tests on internal controls have not been conducted. Therefore, you will have no audited financial information regarding the Company’s capitalization or assets or liabilities on which to make your investment decision.

***Our business could be negatively impacted by cyber security threats, attacks and other disruptions.***

We may face advanced and persistent attacks on our information infrastructure where we manage and store various proprietary information and sensitive/confidential data relating to our operations. These attacks may include sophisticated malware (viruses, worms, and other malicious software programs) and phishing emails that attack our products or otherwise exploit any security vulnerabilities. These intrusions sometimes may be zero-day malware that are difficult to identify because they are not included in the signature set of commercially available antivirus scanning programs. Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate or compromise our confidential information or that of our customers or other third-parties, create system disruptions, or cause shutdowns. Additionally, sophisticated software and applications that we produce or procure from third-parties may contain defects in design or manufacture, including “bugs” and other problems that could unexpectedly interfere with the operation of the information infrastructure. A disruption, infiltration or failure of our information infrastructure systems or any of our data centers as a result of software or hardware malfunctions, computer viruses, cyber-attacks, employee theft or misuse, power disruptions, natural disasters or accidents could cause breaches of data security, loss of critical data and performance delays, which in turn could adversely affect our business.

***Security breaches of confidential customer information, in connection with our electronic processing of credit and debit card transactions, or confidential employee information may adversely affect our business.***

Our business requires the collection, transmission and retention of personally identifiable information, in various information technology systems that we maintain and in those maintained by third parties with whom we contract to provide services. The integrity and protection of that data is critical to us. The information, security and privacy requirements imposed by governmental regulation are increasingly demanding. Our systems may not be able to satisfy these changing requirements and customer and employee expectations, or may require significant additional investments or time in order to do so. A breach in the security of our information technology systems or those of our service providers could lead to an interruption in the operation of our systems, resulting in operational inefficiencies and a loss of profits. Additionally, a significant theft, loss or misappropriation of, or access to, customers’ or other proprietary data or other breach of our information technology systems could result in fines, legal claims or proceedings.

***The use of individually identifiable data by our business, our business associates and third parties is regulated at the state, federal and international levels.***

The regulation of individual data is changing rapidly, and in unpredictable ways. A change in regulation could adversely affect our business, including causing our business model to no longer be viable. Costs associated with information security – such as investment in technology, the costs of compliance with consumer protection laws and costs resulting from consumer fraud – could cause our business and results of operations to suffer materially. Additionally, the success of our online operations depends upon the secure transmission of confidential information over public networks, including the use of cashless payments. The intentional or negligent actions of employees, business associates or third parties may undermine our security measures. As a result, unauthorized parties may obtain access to our data systems and misappropriate confidential data. There can be no assurance that advances in computer capabilities, new discoveries in the field of cryptography or other developments will prevent the compromise of our customer transaction processing capabilities and personal data. If any such compromise of our security or the security of information residing with our business associates or third parties were to occur, it could have a material adverse effect on our reputation, operating results and financial condition. Any compromise of our data security may materially increase the costs we incur to protect against such breaches and could subject us to additional legal risk.

***The Company is not subject to Sarbanes-Oxley regulations and may lack the financial controls and procedures of public companies.***

The Company may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes Oxley Act of 2002. As a privately-held (non-public) Company, the Company is currently not subject to the Sarbanes Oxley Act of 2002, and its financial and disclosure controls and procedures reflect its status as a development stage, non-public company. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of the Company's financial and disclosure controls and procedures. If it were necessary to implement such financial and disclosure controls and procedures, the cost to the Company of such compliance could be substantial and could have a material adverse effect on the Company's results of operations.

***Changes in federal, state or local laws and government regulation could adversely impact our business.***

The Company is subject to legislation and regulation at the federal and local levels and, in some instances, at the state level. New laws and regulations may impose new and significant disclosure obligations and other operational, marketing and compliance-related obligations and requirements, which may lead to additional costs, risks of non-compliance, and diversion of our management's time and attention from strategic initiatives. Additionally, federal, state and local legislators or regulators may change current laws or regulations which could adversely impact our business. Further, court actions or regulatory proceedings could also change our rights and obligations under applicable federal, state and local laws, which cannot be predicted. Modifications to existing requirements or imposition of new requirements or limitations could have an adverse impact on our business.

***We operate in a highly regulated environment, and if we are found to be in violation of any of the federal, state, or local laws or regulations applicable to us, our business could suffer.***

We are also subject to a wide range of federal, state, and local laws and regulations. The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against us, which may include fines, a cease and desist order against the subject operations or even revocation or suspension of our license to operate the subject business. As a result, we may incur capital and operating expenditures and other costs to comply with these requirements and laws and regulations.

***Changes in employment laws or regulation could harm our performance.***

Various federal and state labor laws govern our relationship with our employees and affect operating costs. These laws include minimum wage requirements, overtime pay, healthcare reform and the implementation of the Patient Protection and Affordable Care Act, unemployment tax rates, workers' compensation rates, citizenship requirements, union membership and sales taxes. A number of factors could adversely affect our operating results, including additional government-imposed increases in minimum wages, overtime pay, paid leaves of absence and mandated health benefits, mandated training for employees, increased tax reporting and tax payment requirements for employees who receive tips, a reduction in the number of states that allow tips to be credited toward minimum wage requirements,

changing regulations from the National Labor Relations Board and increased employee litigation including claims relating to the Fair Labor Standards Act.

### **Risks Related to the Offering**

***State and federal securities laws are complex, and the Company could potentially be found to have not complied with all relevant state and federal securities law in prior offerings of securities.***

The Company has conducted previous offerings of securities and may not have complied with all relevant state and federal securities laws. If a court or regulatory body with the required jurisdiction ever concluded that the Company may have violated state or federal securities laws, any such violation could result in the Company being required to offer rescission rights to investors in such offering. If such investors exercised their rescission rights, the Company would have to pay to such investors an amount of funds equal to the purchase price paid by such investors plus interest from the date of any such purchase. No assurances can be given the Company will, if it is required to offer such investors a rescission right, have sufficient funds to pay the prior investors the amounts required or that proceeds from this Offering would not be used to pay such amounts.

In addition, if the Company violated federal or state securities laws in connection with a prior offering and/or sale of its securities, federal or state regulators could bring an enforcement, regulatory and/or other legal action against the Company which, among other things, could result in the Company having to pay substantial fines and be prohibited from selling securities in the future.

***The Company could potentially be found to have not complied with securities law in connection with this Offering.***

Prior to filing this Form C, the Company engaged in “testing the waters” permitted under Regulation Crowdfunding (17 CFR 227.206), which allows issuers to communicate to determine whether there is interest in the Offering. All communication sent is deemed to be an offer of securities for purposes of the antifraud provisions of federal securities laws. Any Investor who expressed interest prior to the date of this Offering should read this Form C thoroughly and rely only on the information provided herein and not on any statement made prior to the Offering. The communications sent to Investors prior to the Offering are attached as Exhibit E.

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

You should not rely on the fact that our Form C is accessible through the U.S. Securities and Exchange Commission’s EDGAR filing system as an approval, endorsement or guarantee of compliance as it relates to this Offering. The U.S. Securities and Exchange Commission has not reviewed this Form C, nor any document or literature related to this Offering.

***Neither the Offering nor the Securities have been registered under federal or state securities laws.***

No governmental agency has reviewed or passed upon this Offering or the Securities. Neither the Offering nor the Securities have been registered under federal or state securities laws. Investors will not receive any of the benefits available in registered offerings, which may include access to quarterly and annual financial statements that have been audited by an independent accounting firm. Investors must therefore assess the adequacy of disclosure and the fairness of the terms of this Offering based on the information provided in this Form C and the accompanying exhibits.

***The Company's management may have broad discretion in how the Company uses the net proceeds of the Offering.***

Unless the Company has agreed to a specific use of the proceeds from the Offering, the Company’s management will have considerable discretion over the use of proceeds from the Offering. You may not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately.

***The Company has the right to limit individual Investor commitment amounts based on the Company's determination of an Investor's sophistication.***

The Company may prevent any Investor from committing more than a certain amount in this Offering based on the Company's determination of the Investor's sophistication and ability to assume the risk of the investment. This means that your desired investment amount may be limited or lowered based solely on the Company's determination and not in line with relevant investment limits set forth by the Regulation CF rules. This also means that other Investors may receive larger allocations of the Offering based solely on the Company's determination.

***The Company has the right to extend the Offering Deadline.***

The Company may extend the Offering Deadline beyond what is currently stated herein. This means that your investment may continue to be held in escrow while the Company attempts to raise the Target Offering Amount even after the Offering Deadline stated herein is reached. While you have the right to cancel your investment in the event the Company extends the Offering Deadline, if you choose to reconfirm your investment, your investment will not be accruing interest during this time and will simply be held until such time as the new Offering Deadline is reached without the Company receiving the Target Offering Amount, at which time it will be returned to you without interest or deduction, or the Company receives the Target Offering Amount, at which time it will be released to the Company to be used as set forth herein. Upon or shortly after the release of such funds to the Company, the Securities will be issued and distributed to you.

***The Company may also end the Offering early.***

If the Target Offering Amount is met after 21 calendar days, but before the Offering Deadline, the Company can end the Offering by providing notice to Investors at least 5 business days prior to the end of the Offering. This means your failure to participate in the Offering in a timely manner, may prevent you from being able to invest in this Offering – it also means the Company may limit the amount of capital it can raise during the Offering by ending the Offering early.

***The Company has the right to conduct multiple closings during the Offering.***

If the Company meets certain terms and conditions, an intermediate close of the Offering can occur, which will allow the Company to draw down on half of the proceeds committed and captured in the Offering during the relevant period. The Company may choose to continue the Offering thereafter. Investors should be mindful that this means they can make multiple investment commitments in the Offering, which may be subject to different cancellation rights. For example, if an intermediate close occurs and later a material change occurs as the Offering continues, Investors whose investment commitments were previously closed upon will not have the right to re-confirm their investment as it will be deemed to have been completed prior to the material change.

***A majority of the Company is owned by a small number of owners.***

Prior to the Offering, the Company's current owners of 20% or more beneficially own 93.48% of the Company's current outstanding shares. Subject to any fiduciary duties owed to our other owners or investors under Delaware law, these owners may be able to exercise significant influence over matters requiring owner approval, including the election of directors or managers and approval of significant Company transactions, and will have significant control over the Company's management and policies. Some of these persons may have interests that are different from yours. For example, these owners may support proposals and actions with which you may disagree. The concentration of ownership could delay or prevent a change in control of the Company or otherwise discourage a potential acquirer from attempting to obtain control of the Company, which in turn could reduce the price potential investors are willing to pay for the Company. In addition, these owners could use their voting influence to maintain the Company's existing management, delay or prevent changes in control of the Company, or support or reject other management and board proposals that are subject to owner approval.

## **Risks Related to the Securities**

***The Securities will not be freely tradable under the Securities Act until one year from the initial purchase date. Although the Securities may be tradable under federal securities law, state securities regulations may apply, and each Investor should consult with their attorney.***

You should be aware of the long-term nature of this investment. There is not now and likely will not ever be a public market for the Securities. Because the Securities have not been registered under the Securities Act or under the securities laws of any state or foreign jurisdiction, the Securities have transfer restrictions and cannot be resold in the United States except pursuant to Rule 501 of Regulation CF. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Securities may also adversely affect the price that you might be able to obtain for the Securities in a private sale. Investors should be aware of the long-term nature of their investment in the Company. Each Investor in this Offering will be required to represent that they are purchasing the Securities for their own account, for investment purposes and not with a view to resale or distribution thereof.

***Investors will not become equity holders until the Company decides to convert the Securities into “CF Shadow Securities” (the type of equity securities issuable upon conversion of the Securities) or until there is a change of control or sale of substantially all of the Company’s assets.***

Investors will not have an ownership claim to the Company or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Investors may never become equity holders of the Company. Investors will not become equity holders of the Company unless the Company receives a future round of financing great enough to trigger a conversion and the Company elects to convert the Securities into CF Shadow Securities. The Company is under no obligation to convert the Securities into CF Shadow Securities. In certain instances, such as a sale of the Company or substantially all of its assets, an initial public offering or a dissolution or bankruptcy, the Investors may only have a right to receive cash, to the extent available, rather than equity in the Company.

***Investors will not have voting rights, even upon conversion of the Securities into CF Shadow Securities. Upon the conversion of the Securities into CF Shadow Securities (which cannot be guaranteed), the holders of the CF Shadow Securities will be required to enter into a proxy with the Intermediary or its designee to ensure any statutory voting rights are voted in tandem with the majority holders of whichever series of securities the CF Shadow Securities follow.***

Investors will not have the right to vote upon matters of the Company even if and when their Securities are converted into CF Shadow Securities (the occurrence of which cannot be guaranteed). Upon such conversion, the CF Shadow Securities will have no voting rights and, in circumstances where a statutory right to vote is provided by state law, the CF Shadow Security holders are required to enter into a proxy agreement with the Intermediary or its designee to vote their CF Shadow Securities with the majority of the holder(s) of the securities issued in the round of equity financing that triggered the conversion right. For example, if the Securities are converted in connection with an offering of Series B Preferred Stock, Investors would receive CF Shadow Securities in the form of shares of Series B-CF Shadow Preferred Stock and would be required to enter into a proxy that allows the Intermediary or its designee to vote their shares of Series B-CF Shadow Preferred Stock consistent with the majority of the Series B Preferred Stockholders. Thus, Investors will essentially never be able to vote upon any matters of the Company.

***Investors will not be entitled to any inspection or information rights other than those required by law.***

Investors will not have the right to inspect the books and records of the Company or to receive financial or other information from the Company, other than as required by law. Other security holders of the Company may have such rights. Regulation CF requires only the provision of an annual report on Form C and no additional information. Additionally, there are numerous methods by which the Company can terminate annual report obligations, resulting in no information rights, contractual, statutory or otherwise, owed to Investors. This lack of information could put Investors at a disadvantage in general and with respect to other security holders, including certain security holders who have rights to periodic financial statements and updates from the Company such as quarterly unaudited financials, annual projections and budgets, and monthly progress reports, among other things.

***Investors will be unable to declare the Security in “default” and demand repayment.***

Unlike convertible notes and some other securities, the Securities do not have any “default” provisions upon which Investors will be able to demand repayment of their investment. The Company has ultimate discretion as to whether or not to convert the Securities upon a future equity financing and Investors have no right to demand such conversion. Only in limited circumstances, such as a liquidity event, may Investors demand payment and even then, such payments will be limited to the amount of cash available to the Company.

***The Company may never elect to convert the Securities or undergo a liquidity event and Investors may have to hold the Securities indefinitely.***

The Company may never conduct a future equity financing or elect to convert the Securities if such future equity financing does occur. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an initial public offering. If neither the conversion of the Securities nor a liquidity event occurs, Investors could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. The Securities are not equity interests, have no ownership rights, have no rights to the Company’s assets or profits and have no voting rights or ability to direct the Company or its actions.

***Equity securities acquired upon conversion of the Securities may be significantly diluted as a consequence of subsequent equity financings.***

The Company’s equity securities will be subject to dilution. The Company intends to issue additional equity to employees and third-party financing sources in amounts that are uncertain at this time, and as a consequence holders of equity securities resulting from the conversion of the Securities will be subject to dilution in an unpredictable amount. Such dilution may reduce the Investor’s control and economic interests in the Company.

The amount of additional financing needed by the Company will depend upon several contingencies not foreseen at the time of this Offering. Generally, additional financing (whether in the form of loans or the issuance of other securities) will be intended to provide the Company with enough capital to reach the next major corporate milestone. If the funds received in any additional financing are not sufficient to meet the Company’s needs, the Company may have to raise additional capital at a price unfavorable to their existing investors, including the holders of the Securities. The availability of capital is at least partially a function of capital market conditions that are beyond the control of the Company. There can be no assurance that the Company will be able to accurately predict the future capital requirements necessary for success or that additional funds will be available from any source. Failure to obtain financing on favorable terms could dilute or otherwise severely impair the value of the Securities.

In addition, the Company has certain equity grants and convertible securities outstanding. Should the Company enter into a financing that would trigger any conversion rights, the converting securities would further dilute the equity securities receivable by the holders of the Securities upon a qualifying financing.

***Equity securities issued upon conversion of the Securities may be substantially different from other equity securities offered or issued by the Company at the time of conversion.***

In the event the Company decides to exercise the conversion right, the Company will convert the Securities into equity securities that are materially different from the equity securities being issued to new investors at the time of conversion in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. Additionally, any equity securities issued at the Conversion Price (as defined in the Crowd SAFE agreement) shall have only such preferences, rights, and protections in proportion to the Conversion Price and not in proportion to the price per share paid by new investors receiving the equity securities. Upon conversion of the Securities, the Company may not provide the holders of such Securities with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Company.

The foregoing paragraph is only a summary of a portion of the conversion feature of the Securities; it is not intended to be complete, and is qualified in its entirety by reference to the full text of the Crowd SAFE agreement, which is attached as [Exhibit C](#).

***A Crowd SAFE holder may lose their right to any appreciation or return on investment due to defaulting on certain notice and require action requirements in such Crowd SAFE; failure to claim cash set aside in this case may result in a total loss of principal.***

The Crowd SAFE offered requires a holder to complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion or termination of the Crowd SAFE, in connection with an Equity Financing or Liquidity Event, within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company. Failure to make a timely action may result in the Company declaring that the Investor is only eligible to receive a cash payment equal to their Purchase Amount (or a lesser amount in certain events). While the Company will set aside such payment for the investor, such payment may be subject to escheatment laws, resulting in a total loss of principal if the Investor never claims their payment.

***There is no present market for the Securities and we have arbitrarily set the price.***

The Offering price was not established in a competitive market. We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The Offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our asset value, net worth, revenues or other established criteria of value. We cannot guarantee that the Securities can be resold at the Offering price or at any other price.

***In the event of the dissolution or bankruptcy of the Company, Investors will not be treated as debt holders and therefore are unlikely to recover any proceeds.***

In the event of the dissolution or bankruptcy of the Company, the holders of the Securities that have not been converted will be entitled to distributions as described in the Securities. This means that such holders will only receive distributions once all of the creditors and more senior security holders, including any holders of preferred stock, have been paid in full. Neither holders of the Securities nor holders of CF Shadow Securities can be guaranteed any proceeds in the event of the dissolution or bankruptcy of the Company.

***While the Securities provide mechanisms whereby holders of the Securities would be entitled to a return of their purchase amount upon the occurrence of certain events, if the Company does not have sufficient cash on hand, this obligation may not be fulfilled.***

Upon the occurrence of certain events, as provided in the Securities, holders of the Securities may be entitled to a return of the principal amount invested. Despite the contractual provisions in the Securities, this right cannot be guaranteed if the Company does not have sufficient liquid assets on hand. Therefore, potential Investors should not assume a guaranteed return of their investment amount.

***There is no guarantee of a return on an Investor's investment.***

There is no assurance that an Investor will realize a return on their investment or that they will not lose their entire investment. For this reason, each Investor should read this Form C and all exhibits carefully and should consult with their attorney and business advisor prior to making any investment decision.

**IN ADDITION TO THE RISKS LISTED ABOVE, RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN, OR WHICH WE CONSIDER IMMATERIAL AS OF THE DATE OF THIS FORM C, MAY ALSO HAVE AN ADVERSE EFFECT ON OUR BUSINESS AND RESULT IN THE TOTAL LOSS OF YOUR INVESTMENT.**

## BUSINESS

### Description of the Business

Midgie's Good Cream Inc., conducting business as ReThink Ice Cream (the "Company"), makes decadent dairy ice cream that is "better for you" and "tummy-friendly." Our dairy ice cream is "tummy-friendly" because it addresses the cause of dairy intolerance, and all other causes of stomach discomfort one might experience when eating ice cream. There are upwards of 100 million people in the U.S. who have some degree of dairy intolerance due to either lactose (milk sugar) or A1 casein protein intolerances. We have addressed both of these by using lactose-free A2/A2 dairy as our milk source, so that anyone who has dairy intolerance would be able to enjoy ReThink Ice Cream without an adverse effect. ReThink Ice Cream is also low in sugar and has a low-glycemic index so it is much safer for diabetics and pre-diabetics to consume. Our dairy ice cream comes in a variety of flavors with unique and interesting ingredients.

### Business Plan

Our vision is to be the most loved and consumed better for you ice cream in the world. Our mission is to make the best-tasting and textured better for your dairy ice cream in the market that's available to everyone, no matter their health circumstances. Our business model is to operate with a low overhead, variable cost structure. We don't want to make or distribute our products ourselves, our focus is on growing the brand as quickly as possible. We partner with companies that are experts in those areas, and focus ourselves on branding, marketing, innovation and operational execution. We keep our full-time employee roles to a minimum and contract out a number of key roles to outside contractors. The objective is a low break-even point and on-going profitability to fund the growth of the business.

The Company plans to significantly expand its business by increasing new product marketing and sales, and increasing our working capital. The Company aims to achieve profitability within the next twelve (12) months. The capital we raise here will empower us to increase our new product development, sales and marketing efforts, and grow out our infrastructure as we continue to aggressively grow and expand our business.

### The Company's Products and/or Services

Product/ Service	Description	Current Market
<b>14 oz. Containers</b>	Various flavors using all-natural premium ingredients that are tummy-friendly, low in sugar, diabetic-friendly and infused with protein and collagen.	Retail grocery channels targeting the dairy averse, diabetics and pre-diabetics, and those seeking a general healthy lifestyle
<b>4 oz. Single Serve Cups</b>	Various flavors using all-natural premium ingredients that are tummy-friendly, low in sugar, diabetic-friendly and infused with protein and collagen.	Foodservice outlets like hospitals, corporate cafes, universities, health clubs and grab and go markets.

### Competition

The markets in which our products are sold are highly competitive. Our products compete against similar products of many large and small companies, including well-known global competitors. Product quality, performance, value and packaging are important differentiating factors.

We compete against Halo Top, Ben & Jerry's, Rebel Creamery, and Oatly, among others. The key direct competitors to the Company's business are: (i) Beckon, which is the first premium, lactose-free ice cream that is made from real milk and cream using a lactase enzyme to make it lactose-free; (ii) Rebel, which is the lowest glycemic index ice cream on the market; and (iii) Fairlife, which is ice cream that has a third of the calories or half the fat of traditional ice cream and less sugar.

There are no other dairy ice cream brands that have a complete solution for dairy intolerance, and that resolve all the causes. Beckon, Rebel and Fairlife are all lactose-free, but they do not use A2/A2 dairy, and either have high levels of sugar or use sugar alcohol to sweeten. We aim to fill this void in the marketplace.

**Customer Base**

We sell our products primarily through the retail grocery channels (we sell our ice cream in over 490 retailers, primarily on the West Coast), and also through foodservice outlets, such as hospitals, corporate cafes and health clubs. Our target consumers are primarily female who care about their family’s health and drive the food buying decisions for the home. We also market directly to the diabetic audience.

**Supply Chain**

The Company is dependent upon certain third party vendors for basic ingredients and the provision of many of its services. In the event its current third-party vendors are unable to provide basic ingredients or services, or any issues arise with its current vendors where a change is required to be made, the Company would, depending upon the product or service, likely suffer a major disruption to its business until a new third party vendor could be sourced and onboarded.

**Intellectual Property**

Application or Registration #	Title	Description	File Date	Grant Date	Country
5,651,335	“Re:Think Ice Cream”	Standard Character Mark	February 15, 2018	January 8, 2019	USA
5,702,989	"Ice Cream for a Healthy Lifestyle"	Standard Character Mark	August 8, 2018	March 19, 2019	USA
5,702,990	“Indulgence With Benefits”	Standard Character Mark	August 8, 2018	March 19, 2019	USA

All other intellectual property is in the form of trade secrets, business methods and know-how and is protected through intellectual assignment and confidentiality agreements with Company employees, advisors and consultants.

**Domain Names**

The Company owns the <https://rethinkicecream.us> domain name.

**Governmental/Regulatory Approval and Compliance**

The Company is subject to and affected by the laws and regulations of U.S. federal, state and local governmental authorities. We must comply with, among other laws and regulations, various FDA rules and regulations, including those regarding product manufacturing, food safety, required testing and appropriate labeling of our products. Federal, state and local laws and regulations also govern the production and distribution and advertising of food ingredients and various other matters. These laws and regulations are subject to change.

**Litigation**

The Company is not subject to any current litigation or threatened litigation.

## USE OF PROCEEDS

The following table illustrates how we intend to use the net proceeds received from this Offering. The values below are not inclusive of payments to financial and legal service providers and escrow related fees, all of which were incurred in the preparation of this Offering and are due in advance of the closing of the Offering.

Use of Proceeds	% of Proceeds if Target Offering Amount Raised	Amount if Target Offering Amount Raised	% of Proceeds if Maximum Offering Amount Raised	Amount if Maximum Offering Amount Raised
Intermediary Fees	6%	\$1,500	6%	\$24,600
Sales and Marketing (1)	70%	\$17,500	70%	\$287,000
General Working Capital and Inventory (2)	24%	\$6,000	24%	\$98,400
<b>Total</b>	<b>100 %</b>	<b>\$25,000</b>	<b>100 %</b>	<b>\$410,000</b>

The Company has discretion to alter the use of proceeds set forth above to adhere to the Company's business plan and liquidity requirements. For example, economic conditions may alter the Company's general marketing or general working capital requirements.

Set forth below are detailed descriptions of how we intend to use the net proceeds of this Offering for any category in excess of ten percent (10%) in the table above.

(1) We will continue to invest heavily in product marketing, including Facebook advertising, influencers and public relations efforts.

(2) We will use the proceeds to acquire inventory to meet customer demand and also for general working capital purposes, including payroll.

## DIRECTORS, OFFICERS, MANAGERS AND KEY PERSONS

The directors, officers, managers and key persons of the Company are listed below along with all positions and offices held at the Company and their principal occupation and employment responsibilities for the past three (3) years.

Name	Positions and Offices Held at the Company	Principal Occupation and Employment Responsibilities for the Last Three (3) Years	Education
George Haymaker	CEO, CFO, Founder and Director	<p>CEO, CFO, Founder and Director, Midgie’s Good Cream Inc., 2018 – Present</p> <p>Responsible for all company functions including sales, operations, and general CEO responsibilities.</p> <p>Operating Partner, Counter Intelligence LLC, 2007 – 2019</p> <p>Responsible for overseeing operations for this 9-unit Northern California group consisting of The Counter restaurant group</p>	Bucknell University, B.A., Economics, 1983

### Biographical Information

George Haymaker: George is the founder of the Company and currently serves as the Company’s CEO. Prior to founding the Company in 2018, George served as the operating partner of Counter Intelligence, where he oversaw operations for a nine-unit northern California group consisting of The Counter restaurant concept. Prior to his time at Counter Intelligence, George served as CEO of TGEC Communications. He holds a bachelor’s degree in Economics from Bucknell University.

### Indemnification

Indemnification is authorized by the Company to directors, officers or controlling persons acting in their professional capacity pursuant to Delaware law. Indemnification includes expenses such as attorney’s fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

### Employees

The Company currently has 3 employees.

## CAPITALIZATION, DEBT AND OWNERSHIP

### Capitalization

The Company's authorized capital stock consists of 20,117,640 shares of common stock, par value \$0.00001 per share (the "**Common Stock**"). Additionally, the Company has established the 2021 Equity Incentive Plan for which 572,902 shares of Common Stock are authorized for issuance thereunder. At the closing of this Offering, assuming only the Target Offering Amount is sold, 19,308,201 shares of Common Stock will be issued and outstanding. Additionally, 572,902 shares are available for issuance under the 2021 Equity Incentive Plan.

### *Outstanding Capital Stock*

As of the date of this Form C, the Company's outstanding capital stock consists of:

<b>Type</b>	Common Stock
<b>Amount Outstanding</b>	19,308,201
<b>Par Value Per Share</b>	\$0.00001
<b>Voting Rights</b>	1 vote per share
<b>Anti-Dilution Rights</b>	None*
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may issue additional shares of Common Stock at a later date. The issuance of such additional shares of Common Stock would be dilutive, and could adversely affect the value of the Securities issued pursuant to Regulation CF.
<b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b>	94.26%

\* In October 2020, the Company received \$20,000 as part of its participation in SKU's DFW Accelerator program. In exchange for the \$20,000, SKU received 5% of all issued and outstanding equity in the company on a fully diluted basis. SKU receives anti-dilution rights until the Company has consummated \$500,000 in financing of any equity interest or other security representing equity ownership of the Company.

**Outstanding Options, Safes, Convertible Notes, Warrants**

As of the date of this Form C, the Company has the following additional securities outstanding:

<b>Type</b>	Crowd Note
<b>Face Value</b>	\$123,428
<b>Voting Rights</b>	The holders of Crowd Notes are not entitled to vote.
<b>Anti-Dilution Rights</b>	None
<b>Material Terms</b>	Valuation Cap: \$5 million; Discount: 20%
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may issue additional Crowd Notes at a later date. The issuance of such additional Crowd Notes would be dilutive, and could adversely affect the value of the Securities issued pursuant to Regulation CF.
<b>Percentage ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b>	2.91%

<b>Type of security</b>	Convertible Notes
<b>Amount Outstanding</b>	\$120,000
<b>Voting Rights</b>	No
<b>Anti-Dilution Rights</b>	None
<b>Material Terms</b>	(1) Automatic conversion upon capital raise of \$3 million or more; (2) Discount of 20%; (3) Upon sale, holder shall be paid 1.5x amount outstanding plus interest;
<b>Interest Rate</b>	7%
<b>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</b>	The Company may issue additional Convertible Notes at a later date. The issuance of such additional Convertible Notes would be dilutive, and could adversely affect the value of the Securities issued pursuant to Regulation CF.
<b>Ownership of the Company by the holders of such security (assuming conversion prior to the Offering if convertible securities).</b>	2.83%

## Outstanding Debt

As of the date of this Form C, the Company has the following debt outstanding:

<b>Type</b>	Loan from Company Founder and CEO
<b>Creditor</b>	George Haymaker
<b>Amount Outstanding</b>	\$100,000
<b>Interest Rate and Amortization Schedule</b>	0%
<b>Description of Collateral</b>	Unsecured
<b>Other Material Terms</b>	Loan to be repaid upon the Company's ability to raise capital after January 1, 2022 in excess of \$250,000 from the proceeds raised in excess of \$250,000.
<b>Maturity Date</b>	Loan is repayable within (1) business day of the Lender providing the Borrower written notice of demand.
<b>Date Entered Into</b>	December 31, 2020

<b>Type</b>	Redwood Credit Union Bank Loan
<b>Amount Outstanding</b>	\$1,197,970
<b>Interest Rate and Amortization Schedule</b>	The interest rate is equal to the prime rate + 2% and is subject to annual adjustment.  Monthly payments of \$17,805.27 on the 15th of the month.
<b>Description of Collateral</b>	Mortgage of Real Property
<b>Other Material Terms</b>	Interest on this loan will fluctuate. The initial interest rate is 7.50% per year. The borrower must pay a total of 3 payments of interest on the disbursed principal balance beginning one month from the month of initial disbursement on this loan and every month thereafter; payment must be made on the fifteenth calendar day in the months they are due. The SBA has made payments on this loan as part of the Covid assistance programs to small businesses
<b>Maturity Date</b>	August 4, 2029

<b>Type</b>	SBA EIDL Loan
<b>Amount Outstanding</b>	\$149,900
<b>Interest Rate and Amortization Schedule</b>	3.75% per annum. Installment payments, including principal and interest, of \$731.00 Monthly, will begin twelve (12) months from the date of the promissory note. The balance of principal and interest will be payable thirty (30) years from the date of the promissory Note.
<b>Description of Collateral</b>	All assets.
<b>Other Material Terms</b>	N/A
<b>Maturity Date</b>	October 6, 2050

### Ownership

The table below lists the beneficial owners of twenty percent (20%) or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, are listed along with the amount they own.

<b>Name</b>	<b>Amount and Type or Class Held</b>	<b>Percentage Ownership (in terms of voting power)</b>
George Haymaker and Kim Haymaker Trust	17,479,210 shares of Common Stock	90.53%

## FINANCIAL INFORMATION

Please see the financial information listed on the cover page of this Form C and in the financial statements attached hereto as Exhibit A, in addition to the following information.

### Operations

Midgie's Good Cream Inc., conducting business as ReThink Ice Cream (the "**Company**") was incorporated on February 2, 2021 under the laws of the State of Delaware, and is headquartered in Napa, California. The entity was converted from a California limited partnership called Midgies Good Cream LP, formed on February 20, 2018, to a Delaware corporation on February 2, 2021. The Company has filed in California to conduct business as "ReThink Ice Cream".

The Company has been self-funded to date with owner's equity, an SBA loan and a prior crowdfunding campaign that recently ended. We are seeking to raise capital primarily for marketing to grow sales. This new round of funding (including the recent crowdfunding campaign) will be enough to fund the next year of operations at which time we project to be profitable. Our significant challenges have been to get our product formulation, brand positioning, messaging, and packaging exactly right, which we feel is behind us now. New funds will be primarily used for marketing. The number one priority for us and the quickest path to profitability is to grow sales.

### Cash and Cash Equivalents

The Company considers short-term, highly liquid investment with original maturities of three months or less at the time of purchase to be cash equivalents. Cash consists of funds held in the Company's checking account.

As of October 31, 2021, the Company had an aggregate of \$89,500 in cash and cash equivalents, leaving the Company with approximately 6 months of runway.

### Liquidity and Capital Resources

The proceeds from the Offering are essential to our operations. We plan to use the proceeds as set forth above under the section titled "*Use of Proceeds*", which is an indispensable element of our business strategy.

### Capital Expenditures and Other Obligations

The Company does not intend to make any material capital expenditures in the near future.

### Valuation

The Company has ascribed no pre-Offering valuation to the Company; the securities are priced arbitrarily.

### Material Changes and Other Information

#### *Trends and Uncertainties*

After reviewing the above discussion of the steps the Company intends to take, potential Investors should consider whether achievement of each step within the estimated time frame will be realistic in their judgment. Potential Investors should also assess the consequences to the Company of any delays in taking these steps and whether the Company will need additional financing to accomplish them.

Please see the financial statements attached as Exhibit A for subsequent events and applicable disclosures.

## Previous Offerings of Securities

We have made the following issuances of securities within the last three years:

Security Type	Principal Amount of Securities Sold	Amount of Securities Issued	Use of Proceeds	Issue Date	Exemption from Registration Used or Public Offering
Common Stock*	N/A	18,697,440	N/A	February 2, 2021	Section 4(a)(2)
Convertible Notes	\$120,000	3	General Working Capital	May 8, 2020; July 17, 2020; August 2, 2021	Section 4(a)(2)
Crowd Note	\$123,428	1	Sales and Marketing and General Working Capital	August 9, 2021	Regulation CF

\*Issued upon conversion of the Company from a California limited partnership to a Delaware corporation

See the section titled “*Capitalization and Ownership*” for more information regarding the securities issued in our previous offerings of securities.

## TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

From time to time the Company may engage in transactions with related persons. Related persons are defined as any director or officer of the Company; any person who is the beneficial owner of twenty percent (20%) or more of the Company’s outstanding voting equity securities, calculated on the basis of voting power; any promoter of the Company; any immediate family member of any of the foregoing persons or an entity controlled by any such person or persons. Additionally, the Company will disclose here any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, to which the issuer was or is to be a party and the amount involved exceeds five percent (5%) of the aggregate amount of capital raised by the issuer in reliance on section 4(a)(6), including the Target Offering Amount of this Offering, and the counter party is either (i) any director or officer of the issuer; (ii) any person who is, as of the most recent practicable date but no earlier than 120 days prior to the date the offering statement or report is filed, the beneficial owner of twenty percent (20%) or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power; (iii) if the issuer was incorporated or organized within the past three years, any promoter of the issuer; or (iv) any member of the family of any of the foregoing persons, which 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, and shall include adoptive relationships. The term *spousal equivalent* means a cohabitant occupying a relationship generally equivalent to that of a spouse.

The Company has conducted the following transactions with related persons:

- (1) On December 31, 2020, the Company's CEO, George Haymaker, provided an unsecured loan in the amount of \$100,000 to the Company. See "**Outstanding Debt**" within the section titled "*Capitalization*" for more information about the terms of this loan.

## THE OFFERING AND THE SECURITIES

### The Offering

The Company is offering a minimum amount of \$25,000 (the “**Target Offering Amount**”) and up to a maximum amount of \$410,000 (the “**Maximum Offering Amount**”) of Crowd SAFE (Simple Agreement for Future Equity) (the “**Securities**”) on a best efforts basis as described in this Form C (this “**Offering**”). We must raise an amount equal to or greater than the Target Offering Amount by February 21, 2022 (the “**Offering Deadline**”). Unless we raise at least the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be cancelled and all committed funds will be returned. Potential purchasers of the Securities are referred to herein as “**Investors**” or “**you**”.

In addition to the Offering, the Company intends to concurrently undertake to raise an additional \$250,000 pursuant to Rule 506(b) of Regulation D by offering to sell up to \$250,000 in Convertible Notes to accredited investors outside of this Offering (the “**Concurrent Offering**”). No investors in this Offering, or potential investors who learned of the Company as a result of this Offering, will be permitted to invest in the Concurrent Offering. The terms of the Convertible Notes in the Concurrent Offering will be different than the terms of the Crowd SAFE in this Offering.

The price of the Securities was determined arbitrarily, does not necessarily bear any relationship to the Company’s asset value, net worth, revenues or other established criteria of value, and should not be considered indicative of the actual value of the Securities. The minimum amount that an Investor may invest in the Offering is \$150 and the maximum amount that an Investor may invest in the Offering is \$41,000, each of which is subject to adjustment in the Company’s sole discretion.

In order to purchase the Securities, you must make a commitment to purchase by completing the subscription process hosted by OpenDeal Portal LLC dba Republic (the “**Intermediary**”), including complying with the Intermediary’s know your customer (KYC) and anti-money laundering (AML) policies. **If an Investor makes an investment commitment under a name that is not their legal name, they may be unable to redeem their Security indefinitely, and neither the Intermediary nor the Company are required to correct any errors or omissions made by the Investor.**

Investor funds will be held in escrow with Prime Trust, LLC until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline, or such earlier time as the Company designates pursuant to Regulation CF, using the cancellation mechanism provided by the Intermediary. **Investors using a credit card to invest must represent and warrant to cancel any investment commitment(s) by submitting a request through the Intermediary at least 48 hours prior to the Offering Deadline, instead of attempting to claim fraud or claw back their committed funds.**

The Company will notify Investors when the Target Offering Amount has been reached through the Intermediary. If the Company reaches the Target Offering Amount prior to the Offering Deadline, it may close the Offering early *provided* (i) the expedited Offering Deadline must be twenty-one (21) days from the time the Offering was opened, (ii) the Intermediary must provide at least five (5) business days’ notice prior to the expedited Offering Deadline to the Investors and (iii) the Company continues to meet or exceed the Target Offering Amount on the date of the expedited Offering Deadline.

### Material Changes

If any material change occurs related to the Offering prior to the current Offering Deadline the Company will provide notice to Investors and receive reconfirmations from Investors who have already made commitments. If an Investor does not reconfirm their investment commitment after a material change is made to the terms of the Offering within five (5) business days of receiving notice, the Investor’s investment commitment will be cancelled and the committed funds will be returned without interest or deductions. If an Investor does not cancel an investment commitment before the Target Offering Amount is reached, the funds will be released to the Company upon the closing of the Offering and the Investor will receive the Securities in exchange for their investment.

## **Intermediate Closings**

In the event an amount equal to two (2) times the Target Offering Amount is committed and meets all required terms of the Offering prior to the Offering Deadline on such date or such later time the Company designates pursuant to Rule 304(b) of Regulation CF, the Company may conduct the first of multiple closings of the Offering early, *provided* (i) the new early closing date must be twenty-one (21) days from the time the Offering was opened and (ii) that all Investors will receive notice of such early closing date at least five (5) business days prior to such new offering deadline (absent a material change that would require an extension of the Offering and reconfirmation of all investment commitments). Investors who committed on the date such notice is provided or prior to the issuance of such notice will be able to cancel their investment commitment until 48 hours before such early closing date.

If the Company conducts an initial closing (the “**Initial Closing**”), the Company agrees to only withdraw half of the proceeds that are in escrow and will only conduct such Initial Closing if there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of the Initial Closing. The Company may only conduct another close (a “**Subsequent Closing**”) before the Offering Deadline if the amount of investment commitments made as of the date of such Subsequent Closing exceeds two times the amount committed as of the date of the Initial Closing and there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of such Subsequent Closing.

Any investment commitments received after an intermediate closing will be released to the Company upon a subsequent closing and the Investor will receive evidence of the Securities via electronic certificate/PDF in exchange for their investment commitment as soon as practicable thereafter.

The Company has agreed to return all funds to Investors in the event a Form C-W is ultimately filed in relation to this Offering, regardless of whether multiple closings are conducted.

Investment commitments are not binding on the Company until they are accepted by the Company, which reserves the right to reject, in whole or in part, in its sole and absolute discretion, any investment commitment. If the Company rejects all or a portion of any investment commitment, the applicable prospective Investor’s funds will be returned without interest or deduction.

**PRIME TRUST, THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.**

## **The Securities**

We request that you please review this Form C and the Crowd SAFE instrument attached as Exhibit C, in conjunction with the following summary information.

### ***Transfer Agent and Registrar***

The Company will act as transfer agent and registrar for the Securities.

### ***Not Currently Equity Interests***

The Securities are not currently equity interests in the Company and merely provide a right to receive equity at some point in the future upon the occurrence of certain events.

### ***Dividends***

The Securities do not entitle Investors to any dividends.

## ***Conversion***

Upon each future equity financing resulting in proceeds to the Company of not less than \$1,000,000 (each an “**Equity Financing**”), the Securities are convertible at the option of the Company, into CF Shadow Securities, which are non-voting securities otherwise identical to those issued in such future Equity Financing except (1) they do not provide the right to vote on any matters except as required by law, (2) they require Investors to vote in accordance with the majority of the investors purchasing securities from the Company in such Equity Financing with respect to any such required vote and (3) they do not provide any inspection or information rights (other than those contemplated by Regulation CF or otherwise required by law). The Company has no obligation to convert the Securities in any Equity Financing.

### ***Conversion Upon the First Equity Financing***

If the Company elects to convert the Securities upon the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF Shadow Securities equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the “**Purchase Amount**”) by (a) or (b) immediately below (the “**Conversion Price**”):

(a) the quotient of \$5,000,000 divided by the aggregate number of issued and outstanding shares of capital stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including shares of convertible preferred stock and all outstanding vested or unvested options or warrants to purchase capital stock, but excluding (i) shares of capital stock reserved for future issuance under any equity incentive or similar plan, (ii) convertible promissory notes, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, “**Safes**”), and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes;

OR

(b) the price per share of the securities sold in such Equity Financing multiplied by 80%.

Such Conversion Price shall be deemed the “**First Equity Financing Price**”.

### ***Conversion After the First Equity Financing***

If the Company elects to convert the Securities upon an Equity Financing other than the first Equity Financing following the issuance of the Securities, the Investor will receive the number of CF Shadow Securities equal to the quotient obtained by dividing (a) the Purchase Amount by (b) the First Equity Financing Price.

If the Investor fails to complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion of the Crowd SAFE, as contemplated above in connection with an Equity Financing, within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company of the closing of the First Equity Financing, or Subsequent Equity Financing, as applicable, and of the Company’s decision to convert the Crowd Safe to capital stock, then the Investor shall only be eligible to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below), and the Company shall keep a record of the cash payment that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws.

If there are not enough funds to pay the Investor and holders of other Crowd SAFEs that failed to act as required herein (collectively, the “**Cash-Default Investors**”) in full, then all of the Company’s available funds will be allocated with equal priority and pro rata among the Cash-Default Investors to claim in proportion to their Purchase Amounts.

### ***Conversion Upon a Liquidity Event Prior to an Equity Financing***

In the case of an IPO (as defined below) or a Change of Control (as defined below) of the Company (either of these events, a “**Liquidity Event**”) prior to any Equity Financing, the Investor must select, at the option of the Investor and within thirty (30) days of receiving notice (whether actual or constructive), either (i) a cash payment equal to the Purchase Amount subject to the following paragraph (the “**Cash Out Option**”) or (ii) a number of shares of Common Stock of the Company equal to the Purchase Amount divided by the quotient of (a) \$5,000,000 divided by (b) the number, as of immediately prior to the Liquidity Event, of shares of the Company’s capital stock outstanding (on an

as-converted basis), assuming the exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (x) shares of capital stock reserved for future issuance under any equity incentive or similar plan; (y) any Safes; (z) convertible promissory notes; and (aa) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Safes.

In connection with the Cash Out Option, the Purchase Amount (or a lesser amount as described below) will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investors and the holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

“**Change of Control**” as used above, means (i) a transaction or series of related transactions in which any person or group becomes the beneficial owner of more than fifty percent (50%) of the outstanding voting securities entitled to elect the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, in which the outstanding voting security holders of the Company fail to retain at least a majority of such voting securities following such transaction or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**IPO**” means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; or (B) the Company’s initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company’s board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company.

#### *Conversion Upon a Liquidity Event Following an Equity Financing*

In the case of a Liquidity Event following any Equity Financing, the Investor must select, at the option of the Investor and within thirty (30) days of receiving notice (whether actual or constructive), either (i) the Cash Out Option or (ii) a number of shares of the most recently issued capital stock equal to the Purchase Amount divided by the First Equity Financing Price. Shares of capital stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of capital stock issued in connection with the Company’s most recent Equity Financing.

If there are not enough funds to pay the Investors and the other Cash-Out Investors in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

If the Investor fails to (i) complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion of the Crowd SAFE or (ii) notify Company of its selection to receive the cash payment or shares of the most recently issued capital stock, as contemplated above in connection with a Liquidity Event, within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company of such Liquidity Event, then the Investor shall only be eligible to receive the cash payment option, and the Company shall keep a record of the cash payment that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws.

If the Company’s board of directors (or other applicable governing body if the Company is a limited liability company) determines in good faith that delivery of equity securities to the Investor pursuant to Liquidity Event paragraphs above would violate applicable law, rule or regulation, then the Company shall deliver to Investor in lieu thereof, a cash payment equal to the fair market value of such capital stock, as determined in good faith by the Company’s board of directors (or other applicable governing body if the Company is a limited liability company).

### ***Dissolution***

If there is a Dissolution Event (as defined below) before the Securities terminate, subject to the preferences applicable to any series of preferred stock then outstanding, the Company will distribute all proceeds legally available for distribution with equal priority among the (i) holders of the Securities (on an as converted basis based on a valuation of Common Stock as determined in good faith by the Company's board of directors at the time of the Dissolution Event), (ii) all other holders of instruments sharing in the distribution of proceeds of the Company at the same priority as holders of Common Stock upon a Dissolution Event and (iii) all holders of Common Stock.

A "**Dissolution Event**" means (i) a voluntary termination of operations by the Company, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

### ***Termination***

The Securities terminate upon (without relieving the Company of any obligations arising from a prior breach of or non-compliance with the Securities) upon the earlier to occur of: (i) the issuance of shares in the CF Shadow Securities to the Investor pursuant to the conversion provisions of the Crowd SAFE agreement or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to a Liquidity Event or a Dissolution Event.

### ***Voting and Control***

Neither the Securities nor the securities issuable upon the conversion of the Securities have voting rights.

The Company does not have any voting agreements in place.

The Company does not have any shareholder or equity holder agreements in place.

### ***Anti-Dilution Rights***

The Securities do not have anti-dilution rights, which means that future equity issuances and other events will dilute the ownership percentage that the Investor may eventually have in the Company.

### ***Restrictions on Transfer***

Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Investor of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities are transferred: (1) to the Company; (2) to an accredited investor, as defined by Rule 501(d) of Regulation D promulgated under the Securities Act; (3) as part of an IPO; or (4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. "Member of the family" as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law, and includes adoptive relationships. Each Investor should be aware that although the Securities may legally be able to be transferred, there is no guarantee that another party will be willing to purchase them.

In addition to the foregoing restrictions, prior to making any transfer of the Securities or any capital stock into which they are convertible, such transferring Investor must either make such transfer pursuant to an effective registration statement filed with the SEC or provide the Company with an opinion of counsel reasonably satisfactory to the Company stating that a registration statement is not necessary to effect such transfer.

In addition, the Investor may not transfer the Securities or any capital stock into which they are convertible to any of the Company's competitors, as determined by the Company in good faith.

Furthermore, upon the event of an IPO, the capital stock into which the Securities are converted will be subject to a lock-up period and may not be lent, offered, pledged, or sold for up to 180 days following such IPO.

### *Other Material Terms*

- The Company does not have the right to repurchase the Securities.
- The Securities do not have a stated return or liquidation preference.
- The Company cannot determine if it currently has enough capital stock authorized to issue upon the conversion of the Securities, because the amount of capital stock to be issued is based on the occurrence of future events.

### **COMMISSION AND FEES**

At the conclusion of the Offering, the issuer shall pay a fee of six percent (6%) of the amount raised in the Offering to the Intermediary.

### **Stock, Warrants and Other Compensation**

The Intermediary will also receive compensation in the form of securities equal to two percent (2%) of the total number of the Securities sold in the Offering.

### **TAX MATTERS**

**EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN TAX AND ERISA ADVISOR AS TO THE PARTICULAR CONSEQUENCES TO THE INVESTOR OF THE PURCHASE, OWNERSHIP AND SALE OF THE INVESTOR'S SECURITIES, AS WELL AS POSSIBLE CHANGES IN THE TAX LAWS.**

**TO ENSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

**Potential Investors who are not United States residents are urged to consult their tax advisors regarding the United States federal income tax implications of any investment in the Company, as well as the taxation of such investment by their country of residence. Furthermore, it should be anticipated that distributions from the Company to such foreign investors may be subject to United States withholding tax.**

**EACH POTENTIAL INVESTOR SHOULD CONSULT THEIR OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES.**

### **LEGAL MATTERS**

Any prospective Investor should consult with its own counsel and advisors in evaluating an investment in the Offering.

### **DISCLAIMER OF TELEVISION, RADIO, PODCAST AND STREAMING PRESENTATION**

The Company's officers may participate in the filming or recording of a various media and in the course of the filming, may present certain business information to the investor panel appearing on the show (the "**Presentation**"). The Company will not pass upon the merits of, certify, approve, or otherwise authorize the statements made in the Presentation. The Presentation commentary being made should not be viewed as superior or a substitute for the disclosures made in this Form-C. Accordingly, the statements made in the Presentation, unless reiterated in the Offering materials provided herein, should not be applied to the Company's business and operations as of the date of this Offering. Moreover, the Presentation may involve several statements constituting puffery, that is, exaggerations not to be taken literally or otherwise as indication of factual data or historical or future performance.

## **ADDITIONAL INFORMATION**

The summaries of, and references to, various documents in this Form C do not purport to be complete and in each instance reference should be made to the copy of such document which is either an appendix to this Form C or which will be made available to Investors and their professional advisors upon request.

Prior to making an investment decision regarding the Securities described herein, prospective Investors should carefully review and consider this entire Form C. The Company is prepared to furnish, upon request, a copy of the forms of any documents referenced in this Form C. The Company's representatives will be available to discuss with prospective Investors and their representatives and advisors, if any, any matter set forth in this Form C or any other matter relating to the Securities described in this Form C, so that prospective Investors and their representatives and advisors, if any, may have available to them all information, financial and otherwise, necessary to formulate a well-informed investment decision. Additional information and materials concerning the Company will be made available to prospective Investors and their representatives and advisors, if any, at a mutually convenient location upon reasonable request.

## SIGNATURE

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.

/s/George Haymaker

(Signature)

George Haymaker

(Name)

Chief Executive Officer

(Title)

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 has been signed by the following persons in the capacities and on the dates indicated.

/s George Haymaker

(Signature)

George Haymaker

(Name)

Director

(Title)

November 3, 2021

(Date)

### ***Instructions.***

1. The form shall 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.

2. The name of each person signing the form shall be typed or printed beneath the signature. Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

**EXHIBIT A**

*Financial Statements*

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**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**

**FINANCIAL STATEMENTS**  
**YEAR ENDED DECEMBER 31, 2020 AND 2019**  
*(Unaudited)*



# INDEX TO FINANCIAL STATEMENTS

(UNAUDITED)

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## **INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

To the Board of Members of  
Midgie's Good Cream, Inc. dba ReThink Ice Cream  
Napa, California

We have reviewed the accompanying financial statements of Midgie's Good Cream, Inc. dba ReThink Ice Cream (the "Company,"), which comprise the balance sheet as of December 31, 2020 and December 31, 2019, and the related statement of operations, statement of partners' equity (deficit), and cash flows for the year ending December 31, 2020 and December 31, 2019, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### **Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

### **Going Concern**

As discussed in Note 13, certain conditions indicate that the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

*Set Apart FS*

August 10, 2021

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM****BALANCE SHEET****(UNAUDITED)**

<b>As of December 31,</b>	<b>2020</b>	<b>2019</b>
(USD \$ in Dollars)		
<b>ASSETS</b>		
Current Assets:		
Cash & cash equivalents	\$ 87,362	\$ 147,830
Accounts receivable—net	23,937	18,264
Inventories	109,081	41,384
<b>Total current assets</b>	<b>220,379</b>	<b>207,478</b>
Property and equipment, net	7,834	-
Intangible assets	42,274	47,605
<b>Total assets</b>	<b>\$ 270,487</b>	<b>\$ 255,084</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities:		
Accounts payable	\$ 61,770	\$ 19,984
Credit Card	17,950	47,970
Current portion of loans and notes	330,589	213,660
Shareholder loan	100,000	48,626
Other current liabilities	1,520	1,830
<b>Total current liabilities</b>	<b>511,828</b>	<b>332,070</b>
Promissory Note and Loans	1,321,716	1,226,798
Convertible Note	70,000	-
<b>Total liabilities</b>	<b>1,903,544</b>	<b>1,558,868</b>
<b>PARTNERS' EQUITY</b>		
Partners' equity	(1,633,057)	(1,303,785)
<b>Total partners' equity</b>	<b>(1,633,057)</b>	<b>(1,303,785)</b>
<b>Total liabilities and Partners' equity</b>	<b>\$ 270,487</b>	<b>\$ 255,084</b>

*See accompanying notes to financial statements.*

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**

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For Fiscal Year Ended December 31,	2020	2019
(USD \$ in Dollars)		
Net revenue	\$ 560,901	\$ 485,412
Cost of goods sold	315,104	523,438
Gross profit	245,797	(38,026)
Operating expenses		
General and administrative	747,979	1,070,198
Sales and marketing	387,661	365,918
Total operating expenses	1,135,640	1,436,116
Operating income/(loss)	(889,843)	(1,474,142)
Interest expense	73,965	26,559
Other Loss/(Income)	(90,639)	(7,138)
Income/(Loss) before provision for income taxes	(873,169)	(1,493,562)
Provision/(Benefit) for income taxes	-	-
<b>Net income/(Net Loss)</b>	<b>\$ (873,169)</b>	<b>\$ (1,493,562)</b>

*See accompanying notes to financial statements.*

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**STATEMENTS OF CHANGES IN PARTNERS' EQUITY**  
**(UNAUDITED)**

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<u>(in , \$US)</u>	<u>Partners' Equity</u>
<b>Balance—December 31, 2018</b>	<b>\$ 67,544</b>
Partners' contribution	121,374
Shared Based Compensation	859
Net income/(loss)	(1,493,562)
<b>Balance—December 31, 2019</b>	<b>\$ (1,303,785)</b>
Partners' contribution	554,422
Shared Based Compensation	1,790
Capital distribution	(12,314)
Net income/(loss)	(873,169)
<b>Balance—December 31, 2020</b>	<b>\$ (1,633,057)</b>

*See accompanying notes to financial statements.*

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

<b>For Fiscal Year Ended December 31,</b>	<b>2020</b>	<b>2019</b>
<i>(USD \$ in Dollars)</i>		
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>		
Net income/(loss)	\$ (873,169)	\$ (1,493,562)
<i>Adjustments to reconcile net income to net cash provided/(used) by operating activities:</i>		
Depreciation of property	25,179	89,925
Amortization of intangibles	5,332	10,497
Shared-based compensation	1,790	859
<i>Changes in operating assets and liabilities:</i>		
Accounts receivable	(5,673)	(10,079)
Inventory	(67,697)	(36,880)
Accounts payable and accrued expenses	41,786	19,979
Credit Cards	(30,020)	16,595
Other current liabilities	(311)	1,799
<b>Net cash provided/(used) by operating activities</b>	<b>(902,783)</b>	<b>(1,400,866)</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(33,013)	(78,715)
<b>Net cash provided/(used) in investing activities</b>	<b>(33,013)</b>	<b>(78,715)</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>		
Partners contribution	554,422	121,374
Capital distribution	(12,314)	
Borrowing on Loans and Notes	211,847	1,440,458
Borrowing on Convertible Notes	70,000	-
Borrowing on Shareholder loan	51,374	48,626
<b>Net cash provided/(used) by financing activities</b>	<b>875,328</b>	<b>1,610,458</b>
Change in cash	(60,469)	130,877
Cash—beginning of year	147,830	16,953
<b>Cash—end of year</b>	<b>\$ 87,362</b>	<b>\$ 147,830</b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	\$ 73,965	\$ 26,559
Cash paid during the year for income taxes	\$ -	\$ -
<b>OTHER NONCASH INVESTING AND FINANCING ACTIVITIES AND SUPPLEMENTAL DISCLOSURES</b>		
Purchase of property and equipment not yet paid for	\$ -	\$ -
Issuance of equity in return for note	-	
Issuance of equity in return for accrued payroll and other liabilities		

*See accompanying notes to financial statements.*

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2020 AND DECEMBER 31, 2019**

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**1. NATURE OF OPERATIONS**

Midgie's Good Cream, Inc. dba ReThink Ice Cream was originally formed on February 20, 2018 in the state of Delaware as Midgie's Good Cream LP. The Company was incorporated under the name Midgie's Good Cream, Inc., on January 29, 2021. The financial statements of Midgie's Good Cream, Inc (which may be referred to as the "Company", "we", "us", or "our") are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's headquarters are located in Napa, California.

Midgie's Good Cream, Inc. dba ReThink Ice Cream is collagen-infused lactose-free A2/A2 Dairy ice cream producer. Made with all-natural ingredients, it is lactose-free, diabetic and keto-friendly, gluten free with no sugar alcohol.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America ("US GAAP"). The Company has adopted the calendar year as its basis of reporting.

**Use of Estimates**

The preparation of financial statements in conformity with United States GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

Cash and cash equivalents include all cash in banks. The Company's cash is deposited in demand accounts at financial institutions that management believes are creditworthy. The Company's cash and cash equivalents in bank deposit accounts, at times, may exceed federally insured limits. As of December 31, 2020 and December 31, 2019, the Company's cash and cash equivalents did not exceed FDIC insured limits.

**Accounts Receivable and Allowance for Doubtful Accounts**

Accounts receivable are recorded at net realizable value or the amount that the Company expects to collect on gross customer trade receivables. We estimate losses on receivables based on known troubled accounts and historical experience of losses incurred. Receivables are considered impaired and written-off when it is probable that all contractual payments due will not be collected in accordance with the terms of the agreement. As of December 31, 2020 and 2019, the Company determined that no reserve was necessary.

**Inventories**

Inventories are valued at the lower of cost and net realizable value. Costs related to raw materials, ingredients and finished goods which are determined using an average method.

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2020 AND DECEMBER 31, 2019**

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**Property and Equipment**

Property and equipment are stated at cost. Normal repairs and maintenance costs are charged to earnings as incurred and additions and major improvements are capitalized. The cost of assets retired or otherwise disposed of and the related depreciation are eliminated from the accounts in the period of disposal and the resulting gain or loss is credited or charged to earnings.

Depreciation is computed over the estimated useful lives of the related asset type or term of the operating lease using the straight-line method for financial statement purposes. The estimated service lives for property and equipment is as follows:

<b>Category</b>	<b>Useful Life</b>
Equipment	5 years
Vehicles	5-7 years

**Impairment of Long-lived Assets**

Long-lived assets, such as property and equipment and identifiable intangibles with finite useful lives, are periodically evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We look for indicators of a trigger event for asset impairment and pay special attention to any adverse change in the extent or manner in which the asset is being used or in its physical condition. Assets are grouped and evaluated for impairment at the lowest level of which there are identifiable cash flows, which is generally at a location level. Assets are reviewed using factors including, but not limited to, our future operating plans and projected cash flows. The determination of whether impairment has occurred is based on an estimate of undiscounted future cash flows directly related to the assets, compared to the carrying value of the assets. If the sum of the undiscounted future cash flows of the assets does not exceed the carrying value of the assets, full or partial impairment may exist. If the asset carrying amount exceeds its fair value, an impairment charge is recognized in the amount by which the carrying amount exceeds the fair value of the asset. Fair value is determined using an income approach, which requires discounting the estimated future cash flows associated with the asset.

**Intangible Assets**

Intangible assets consist of trademarks and patents, app development and design. These assets are purchased or developed by the Company and are recorded at cost. Amortization is recognized over the estimated useful life of the asset using the straight-line method for financial statement purposes. The Company reviews the recoverability of intangible assets, including the related useful lives, whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. No impairment was considered necessary at either 12/31/19 or 12/31/20

**Income Taxes**

*Concentration of Credit Risk*

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**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2020 AND DECEMBER 31, 2019**

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The Company maintains its cash with a major financial institution located in the United States of America which it believes to be creditworthy. Balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times, the Company may maintain balances in excess of the federally insured limits.

**Revenue Recognition**

The Company recognizes revenues in accordance with FASB ASC 606, Revenue From Contracts with Customers, when delivery of goods as delivery is the sole performance obligation in its contracts with customers. The Company typically collects payment upon sale and recognizes the revenue when the item has shipped and has fulfilled their sole performance obligation.

Income is principally comprised of revenues earned by the Company as part of the sale of its ice cream to the final customers.

**Cost of sales**

Costs of goods sold include the finished goods sold, freight and delivery, ingredients packaging and supplies.

**Advertising and Promotion**

Advertising and promotional costs are expensed as incurred. Advertising and promotional expense for the years ended December 31, 2020 and December 31, 2019 amounted to \$387,661 and \$365,198, which is included in sales and marketing expense.

**Stock-Based Compensation**

The Company accounts for stock-based compensation to both employee and non-employees in accordance with ASC 718, Compensation - Stock Compensation. Under the fair value recognition provisions of ASC 718, stock-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense ratably over the requisite service period, which is generally the option vesting period. The Company uses the Black-Scholes option pricing model to determine the fair value of stock options.

**Fair Value of Financial Instruments**

The carrying value of the Company's financial instruments included in current assets and current liabilities (such as cash and cash equivalents, restricted cash and cash equivalents, accounts receivable, accounts payable and accrued expenses approximate fair value due to the short-term nature of such instruments).

The inputs used to measure fair value are based on a hierarchy that prioritizes observable and unobservable inputs used in valuation techniques. These levels, in order of highest to lowest priority, are described below:

**Level 1**— Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities.

**Level 2**— Observable prices that are based on inputs not quoted on active markets but corroborated by market data.

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2020 AND DECEMBER 31, 2019**

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**Level 3**—Unobservable inputs reflecting the Company's assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

**Subsequent Events**

The Company considers events or transactions that occur after the balance sheet date, but prior to the issuance of the financial statements to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. Subsequent events have been evaluated through August 10, 2021 which is the date the financial statements were issued.

**Recently Issued and Adopted Accounting Pronouncements**

In February 2019, FASB issued ASU No. 2019-02, Leases, that requires organizations that lease assets, referred to as "lessees", to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases with lease terms of more than 12 months. ASU 2019-02 will also require disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases and will include qualitative and quantitative requirements. The new standard for nonpublic entities will be effective for fiscal years beginning after December 15, 2020, and interim periods within fiscal years beginning after December 15, 2021, and early application is permitted. We are currently evaluating the effect that the updated standard will have on the financial statements and related disclosures.

In June 2019, FASB amended ASU No. 2019-07, Compensation – Stock Compensation, to expand the scope of Topic 718, Compensation – Stock Compensation, to include share-based payment transactions for acquiring goods and services from nonemployees. The new standard for nonpublic entities will be effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020, and early application is permitted. The standard implementation did not have a material impact.

In August 2019, amendments to existing accounting guidance were issued through Accounting Standards Update 2019-15 to clarify the accounting for implementation costs for cloud computing arrangements. The amendments specify that existing guidance for capitalizing implementation costs incurred to develop or obtain internal-use software also applies to implementation costs incurred in a hosting arrangement that is a service contract. The guidance is effective for fiscal years beginning after December 15, 2020, and interim periods within fiscal years beginning after December 15, 2021, and early application is permitted. The standard implementation did not have a material impact.

The FASB issues ASUs to amend the authoritative literature in ASC. There have been a number of ASUs to date, including those above, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact on our financial statements.

**3. INVENTORY**

Inventory consists of the following items:

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2020 AND DECEMBER 31, 2019**

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<b>As of Year Ended December 31,</b>	<b>2020</b>	<b>2019</b>
Raw materials	4,159	4,159
Finished goods	104,922	37,225
<b>Total Inventories</b>	<b>\$ 109,081</b>	<b>\$ 41,384</b>

#### 4. DETAILS OF CERTAIN ASSETS AND LIABILITIES

Account receivables consist primarily of trade receivables, accounts payable consist primarily of trade payables.

Other current liabilities consist of the following items:

<b>As of Year Ended December 31,</b>	<b>2020</b>	<b>2019</b>
Accrued interest	1,520	1,520
Sales Tax payable	-	311
<b>Total Other Current Liabilities</b>	<b>1,520</b>	<b>1,830</b>

#### 5. PROPERTY AND EQUIPMENT

As of December 31, 2020 and December 31, 2019, property and equipment consists of:

<b>As of Year Ended December 31,</b>	<b>2020</b>	<b>2019</b>
Equipment	\$ 44,017	\$ 11,210
Vehicles	78,921	78,715
<b>Property and Equipment, at Cost</b>	<b>122,938</b>	<b>89,925</b>
Accumulated depreciation	(115,104)	(89,925)
<b>Property and Equipment, Net</b>	<b>\$ 7,834</b>	<b>\$ -</b>

Depreciation expense for property and equipment for the fiscal year ended December 31, 2020 and 2019 was in the amount of \$25,179 and \$89,925 respectively.

#### 6. INTANGIBLE ASSETS

As of December 31, 2020 and December 31, 2019, intangible asset consists of:

<b>As of Year Ended December 31,</b>	<b>2020</b>	<b>2019</b>
Brand Development	\$ 56,878	56,878
Trademark	1,225	1,225
<b>Intangible assets, at cost</b>	<b>58,103</b>	<b>58,103</b>
Accumulated amortization	(15,829)	(10,497)
<b>Intangible assets, Net</b>	<b>\$ 42,274</b>	<b>\$ 47,605</b>

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**NOTES TO FINANCIAL STATEMENTS**  
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Amortization expense for trademarks and brand the fiscal year ended December 31, 2020 and 2019 was in the amount of \$5,332 and \$10,497 respectively.

The following table summarizes the estimated amortization expense relating to the Company's intangible assets as of December 31, 2020:

<b>Period</b>	<b>Amortization Expense</b>	
2021	\$	(5,332)
2022		(5,332)
2023		(5,332)
2024		(5,332)
Thereafter		(20,946)
<b>Total</b>	<b>\$</b>	<b>(42,274)</b>

## 7. PARTNERS' EQUITY

The ownership percentages of the members are as follows:

### As of Year Ended December 30, 2020

<b>Member's name</b>	<b>Ownership percentage</b>
Midgie's Good Cream Management LLC	1.0%
George T. Haymaker III, Trustee of the George and Kimberly Haymaker Trust	94.0%
Kimberly K. Haymaker, Trustee of the George and Kimberly Haymaker Trust	5.0%
<b>TOTAL</b>	<b>100.0%</b>

## 8. UNITBASED COMPENSATION

During 2018, the Company authorized the Employee Limited Partner Subscription Agreement (which may be referred to as the "Plan"). The Company reserved 140 units pursuant to the Plan, which provides for the grant of partnership units to employees, non-employee directors, and non-employee consultants. The option exercise price generally may not be less than the underlying unit's fair market value at the date of the grant and generally have a term of five years. The amounts granted each calendar year to an employee or nonemployee is limited depending on the type of award.

### Partnership units

<b>As of Year Ended December 31,</b>	<b>2020</b>
Expected life (years)	10.00
Risk-free interest rate	2.91%
Expected volatility	75%
Annual dividend yield	0%

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The risk-free interest rate assumption for options granted is based upon observed interest rates on the United States government securities appropriate for the expected term of the Company's employee unit options.

The expected term of employee unit options is calculated using the simplified method which takes into consideration the contractual life and vesting terms of the options.

The Company determined the expected volatility assumption for options granted using the historical volatility of comparable public company's common unit. The Company will continue to monitor peer companies and other relevant factors used to measure expected volatility for future unit option grants, until such time that the Company's common unit has enough market history to use historical volatility.

The dividend yield assumption for options granted is based on the Company's history and expectation of dividend payouts. The Company has never declared or paid any cash dividends on its common unit, and the Company does not anticipate paying any cash dividends in the foreseeable future.

Management estimated the fair value of common unit based on recent sales to third parties. Forfeitures are recognized as incurred.

A summary of the Company's partnership unit activity and related information is as follows:

	Number of Awards	Weighted Average Exercise	Weighted Average Contract Term
Outstanding at December 31, 2018	15	\$ 91.74	-
Granted	54		
Execised	-		
Expired/Cancelled	-		
Outstanding at December 31, 2019	69	\$ 91.74	4.67
Exercisable Options at December 31, 2019	69	\$ 91.74	4.67
Granted	46	\$ -	
Execised	-	\$ -	
Expired/Cancelled	-	\$ -	
Outstanding at December 31, 2020	116	\$ 91.74	3.67
Exercisable Options at December 31, 2020	116	\$ 91.74	3.67

Unit option expense for the years ended December 31, 2020 and December 31, 2019 was \$1,790 and \$859, respectively.

## 9. DEBT

### Promissory Notes & Loans

During the years presented, the Company has entered into promissory notes & loans. The details of the Company's loans, notes, and the terms are as follows:

Debt Instrument Name	Principal				Interest Expense	Accrued Interest	Current Portion	Non-Current Portion	Total Indebtedness	Interest Expense	Accrued Interest	Current Portion	Non-Current Portion	Total Indebtedness
	Amount	Interest Rate	Borrowing Period	Maturity Date										
SBA loan	\$ 150,000	3.75%	10/6/2020	10/6/2050	\$ 5,625	\$ 5,625	\$ 4,997	\$ 144,903	\$ 149,900					
Redwood Credit Union- SBA loan	\$ 1,500,000	7.50%	1/8/2019	8/ 4/ 2029	\$ 112,500	\$ 112,500	\$ 213,660	\$ 1,142,701	\$ 1,356,361	\$ 108,034	\$ 108,034	\$ 213,660	\$ 1,226,798	\$ 1,440,458
PPP loan	\$ 102,335	1.00%	4/30/2020	4/30/2022	\$ 1,023	\$ 1,023	\$ 68,223	\$ 34,112	\$ 102,335					
Moresco Distributing Company-Promissory Note	\$ 72,195	7.00%	1/7/2020	3/15/2021			\$ 43,709		\$ 43,709					
<b>Total</b>					\$ 119,148	\$ 119,148	\$ 330,589	\$ 1,321,716	\$ 1,652,304	\$ 108,034	\$ 108,034	\$ 213,660	\$ 1,226,798	\$ 1,440,458

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
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The summary of the future maturities is as follows:

**As of Year Ended December 31, 2020**

2021	\$ 330,589
2022	217,105
2023	38,090
2024	38,090
2025	38,090
Thereafter	990,341
<b>Total</b>	<b>\$ 1,652,304</b>

**Owner Loans**

During the Company borrowed money from the owners. The detail of the loans from the owners are as follows:

Owner	Principal Amount	Interest Rate	Borrowing Period	Maturity Date	For the Year Ended December 2020					For the Year Ended December 2019				
					Interest Expense	Accrued Interest	Current Portion	Non-Current Portion	Total Indebtedness	Interest Expense	Accrued Interest	Current Portion	Non-Current Portion	Total Indebtedness
Loan Agreement with George T. Haymaker III	\$ 100,000	no interest	Fiscal Year 2020	No set maturity, on demand	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ 48,626	\$ -	\$ 48,626
<b>Total</b>					\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ 48,626	\$ -	\$ 48,626

The imputed interest for 0% interest loans was deemed immaterial and thus not recorded. Since there is no maturity date set and thus the loan may be called at any time, the loan was classified as current.

**Convertible Note(s)**

Debt Instrument Name	Principal Amount	Interest Rate	Borrowing Period	Maturity Date	Interest Expense	Accrued Interest	Current Portion	Non-Current Portion	Total Indebtedness
Convertible Notes- BND & Associates LLC	\$ 50,000	7.00%	8/5/2020	8/5/2022	3,500	3,500	-	50,000	50,000
Convertible Notes - to a certain lender	\$ 20,000	7.00%	8/5/2020	8/5/2022	1,400	1,400	-	20,000	20,000
<b>Total</b>					\$ 4,900	\$ 4,900	\$ -	\$ 70,000	\$ 70,000

The convertible notes are convertible into preferred units at a conversion price. The conversion price is defined as 70% of the per unit price paid by the Investors who are purchasing Preferred Units for cash in the Qualified Financing. Since the conversion feature is convertible into variable number of shares and does not have fixed-for-fixed features, the conversion feature was not bifurcated and recorded separately.

**10. RELATED PARTY**

There are no related party transactions.

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**NOTES TO FINANCIAL STATEMENTS**  
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## **11. COMMITMENTS AND CONTINGENCIES**

### **Contingencies**

The Company's operations are subject to a variety of local and state regulation. Failure to comply with one or more of those regulations could result in fines, restrictions on its operations, or losses of permits that could result in the Company ceasing operations.

### **Litigation and Claims**

From time to time, the Company may be involved in litigation relating to claims arising out of operations in the normal course of business. As of December 31, 2020, there were no pending or threatened lawsuits that could reasonably be expected to have a material effect on the results of the Company's operations.

## **12. SUBSEQUENT EVENTS**

The Company has evaluated subsequent events for the period from December 31, 2020 through August 10, 2021 the date the financial statements were available to be issued.

On January 29, 2021, the Company Converted from s Midgie's Good Cream LP, a California Limited Partnership to Midgie's Good Cream, Inc, a Delaware C Corporation. The Company is authorized to issue 20,177,640 of common stocks at par value of \$0.00001.

The company has replaced LP Equity Compensation Plan with the 2021 Equity Incentive plan.

On January 29, 2021, the company received the second PPP loan in the amount of \$150,000. The loan bears an interest rate of 1% and has maturity date on January 29, 2026. The loan has been forgiven in full.

During 2021, the first PPP loan received on April 30, 2020 in the amount of \$102,335 has been forgiven in full.

On July 15, 2021, the company paid off the Promissory Note issued to Moresco Distributing Company initially approved in the amount of \$72,195.

There have been no other events or transactions during this time which would have a material effect on these financial statements.

## **13. GOING CONCERN**

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has a net operating loss of \$889,843, an operating cash flow loss of \$902,783 and liquid assets in cash of \$87,362, which less than a year worth of cash reserves as of December 31, 2020. The Company's situation raises a substantial doubt on whether the entity can continue as a going concern in the next twelve months.

**MIDGIE'S GOOD CREAM, INC. DBA RETHINK ICE CREAM**  
**NOTES TO FINANCIAL STATEMENTS**  
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The Company's ability to continue as a going concern in the next twelve months following the date the financial statements were available to be issued is dependent upon its ability to produce revenues and/or obtain financing sufficient to meet current and future obligations and deploy such to produce profitable operating results.

Management has evaluated these conditions and plans to generate revenues and raise capital as needed to satisfy its capital needs. During the next twelve months, the Company intends to fund its operations through debt and/or equity financing.

There are no assurances that management will be able to raise capital on terms acceptable to the Company. If it is unable to obtain sufficient amounts of additional capital, it may be required to reduce the scope of its planned development, which could harm its business, financial condition, and operating results. The accompanying financial statements do not include any adjustments that might result from these uncertainties.

**EXHIBIT B**

*Offering Page found on Intermediary's Portal.*

**Company Name** ReThink Ice Cream

**Logo**

**ReThink**  
ICE CREAM

**Headline** Tummy-friendly, Low Sugar Dairy Ice Cream that tastes as good as Haagen Dazs

**Hero Image**



**Tags** Food, B2C, CPG, Coming soon, Startups

**Pitch text**

### Summary

- Creamy, delicious, healthier ice cream
- Completely tummy-friendly, made from lactose-free A2/A2 dairy
- Low sugar—we replaced the sugar with collagen, fiber, and protein
- Projecting revenue of \$1.35M in 2022
- Averaging 45% gross margins and \$60K MRR (August 2021)
- Retailing at 500 locations across California and Oregon
- Partnered with two national distributors, KeHe and UNFI

## Problem

# "Better for you" ice creams don't taste REAL, plus sugar is killing us & dairy intolerance is affecting millions worldwide

Wouldn't it be great if someone could make an ice cream that tasted as good and was just as creamy as say, Häagen Dazs, but without the high levels of sugar and fat? Sugar and fat are what gives ice cream its rich, creamy texture. When you reduce either of these to make it "healthier," you lose the taste and texture. That's why every other "better for you" ice cream tastes less than satisfying. **Sugar causes inflammation and disease**, and is unfortunately at very high levels in most ice creams. The sugar problem—as well as **dairy intolerance issues (lactose and new undigestible dairy proteins)**—has caused consumers to turn towards "healthier" dairy and plant-based options. However, these **alternatives don't deliver on authentic ice cream taste and texture**. What's a health-conscious ice cream lover to do!?

## THE PROBLEMS

*ReThink*  
ICE CREAM



### DAIRY INTOLERANCE

People who get indigestion when consuming dairy are turning to plant-based frozen dessert



### TASTE & TEXTURE

"Healthier" ice creams & plant-based frozen desserts don't deliver on taste & texture!



### TOO MUCH SUGAR

Sugar causes inflammation and leads to disease

## Solution

# Decadence with benefits

## THE SOLUTION

*ReThink*  
ICE CREAM

### TUMMY-FRIENDLY

*Lactose-free  
A2/A2 Dairy  
Low Sugar  
No Sugar Alcohol  
Fiber-Rich*

### GREAT TASTE

**DECADENT  
TEXTURE**

### LOW SUGAR (70% less)

**DIABETIC-FRIENDLY**

ReThink has created a **decadent and creamy ice cream** that's very **low in sugar (but no sugar alcohol)**, completely **tummy-friendly** and **keto/diabetic-friendly**. We achieve our rich, creamy texture by replacing the sugar we remove from the recipe with **collagen, fiber and protein**. Our secret tummy-friendly ingredient is **A2/A2 dairy**, which is free from the A1 protein chain that can cause dairy intolerance. We also make our **A2/A2 dairy lactose-free**, in case your intolerance issues are caused by lactose, and not the A1 casein protein. Our ice cream is made from **happier, healthier cows**, like the way they used to be! We believe **ReThink is the best-tasting and textured "better for you" ice cream on the planet**, hands down!



## Product

**Ice cream made from lactose-free A2/A2 cow dairy**



How do we achieve **great taste and texture** when the other better for you brands cannot? By replacing the sugar we remove from the recipe with **collagen, fiber and protein**. We **do not use sugar alcohol** (like erythritol) to sweeten, which has a negative aftertaste and impacts texture. Instead, we sweeten with just a touch of agave nectar. We also don't overfill our ice cream with air (as others do), and we use only high-quality ingredients. While ReThink is ideal for anyone seeking a healthier lifestyle, our ice cream targets **populations with food sensitivities**. We source **certified humane dairy from A2 cows** because it's "tummy-friendly," and involves more humane treatment than that for conventional dairy cows.

**ReThink**  
ICE CREAM

WHAT'S THE DIFFERENCE BETWEEN A1 AND A2 ANYWAY?

DO YOU EXPERIENCE STOMACH UPSET FROM DAIRY?  
*Here's why!*

MOST PEOPLE THINK THEY SUFFER FROM LACTOSE INTOLERANCE. This is when the body doesn't have enough lactase enzyme to convert the milk sugar (lactose) into glucose in order to digest it.

WE USE LACTOSE-FREE A2 / A2 DAIRY BECAUSE WE WANT EVERYONE TO ENJOY AN INDULGENT ICE CREAM WITHOUT THE DISCOMFORT THAT MANY OF US EXPERIENCE FROM TODAY'S DAIRY.

**LACTOSE-FREE A2/A2 DAIRY**  
*Our Unique Product Differentiator*

**What is A1?** MORE LIKELY IT IS AN INTOLERANCE TO THE A1 CASEIN PROTEIN FOUND IN MOST DAIRY TODAY. This A1 protein chain was introduced to dairy cows about 30 years ago as ranchers started crossbreeding cows. In our evolution, the human body had never digested the A1 protein. Today, many people have trouble digesting it which causes indigestion and cramping.

**Yay for A2!** THAT'S WHY ReThink ICE CREAM IS DIGESTIBLE WITHOUT DISCOMFORT! We source A2/A2 Dairy from cows that don't have the A1 protein chain. We then convert the lactose into glucose — so if you are lactose-intolerant we've taken care of it for you!

*Lactose-Free A2 / A2 Dairy*  
FROM HAPPIER, HEALTHIER COWS

RETHINKICECREAM.US @RETHINKICECREAM

Each pint of ice cream is around **600 calories**, **lactose-free**, **diabetic** and **keto-friendly**, **low GI**, and **gluten-free**, with **no sugar alcohol**. As of August 2021, we have **10 SKUs**. Our **flavors include Black Cherry Vanilla, Coffee Chocolate Hazelnut, Strawberry with Chia Seed, Lemon Poppyseed, Cardamom Pistachio**, and many other unique flavor offerings.

**Product & Packaging Evolution** **ReThink**  
ICE CREAM



We reformulated our product in early 2021 making it **softer and creamier**, and **redesigned our packaging** making it pop more on the shelves with cleaner, simpler positioning and messaging.



Great taste, rich, creamy texture—it's so good, you can't even tell it's better for you!



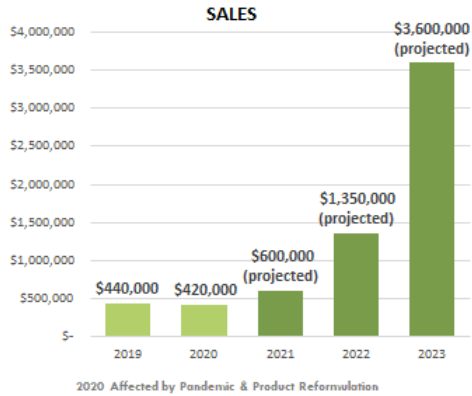
## **Traction**

### **\$1.35M projected revenue in 2022**

ReThink Ice Cream **currently generates \$60K in MRR**. Our products are now being **sold at 500 retail locations** across California and Oregon, with **plans for expansion** in 2022. Our brand can be found in retailers like **Raley's, Nugget, Bristol Farms, The Save Mart Companies, Market of Choice**, and more. We have partnerships with **two national distributors, KeHe and UNFI**, and our current traction **projects a revenue of \$1.35M in 2022**.

## KEY BUSINESS METRICS

**ReThink**  
ICE CREAM



**Gross Margins – 45% in 2021;  
50% by 2023**

**SRP – \$6.99/Promo - \$5.99**

**500 west coast retailers**

2020 Affected by Pandemic & Product Reformulation

*Product Reformulation/New Packaging came onto shelves in May, 2021*

## DISTRIBUTION (WEST COAST)

**ReThink**  
ICE CREAM

### SOUTHERN CALIFORNIA



### NORTHERN CALIFORNIA



### OREGON



**Two National Distributors**

**KeHE & UNFI**

**Five DC's**

**500 retail store placements**

**Foodservice Initiative**

**Hospitals, Universities,**

**Corporate cafes**

We've also received **numerous press placements** for our innovation and philanthropy.



\*MRR as of August 2021

## Customers

### Making ice cream accessible with a community focus

Our products target people living with **sugar-related health or digestion concerns (related to dairy)**. There are **80M US consumers** who experience some level of **dairy discomfort**, most likely caused by the A1 casein protein found in most conventional dairy today, or lactose intolerance. There are another **115M US consumers living with diabetes or pre-diabetes**. We've seen **extremely positive responses** from our target consumer base, particularly for **our rich, creamy texture** and wide variety of unique flavors.



Our **target customer personas are all female**, as they're typically more inquisitive about healthier eating and generally make the food buying decisions for the household.

CUSTOMER PROFILES **ReThink**  
ICE CREAM



**Primary Target**  
Retired Indulger



**Secondary Target**  
Yoga Mom



**Tertiary Target**  
Healthista

Our customers love that they now have an **ice cream that fits their health needs and objectives without having to sacrifice on the experience.**

## CUSTOMER TESTIMONIALS

ReThink  
ICE CREAM

**YOUR ICE CREAM IS DELICIOUS!**  
I'm diabetic & haven't eaten ice cream in years. Yours is the best. Omitting the sugar alcohol makes all the difference in taste...genius! I can finally eat ice cream again! Thank you! I can't wait to try more flavors! —@agirl818

**I LOVE THAT IT HAS COLLAGEN**  
so I can enjoy all of the benefits while indulging in ice cream! —Mahya

**PERFECTION!**  
Tastes like your favorite indulgent ice cream but fits in with your macros. —@pipstar86

**THIS HAS CHANGED MY LIFE!**  
I'm not crazy about eating healthy, but love that the whey isolate protein helps with building muscle and that it tastes just like regular ice cream, but is better for me! —Steph

**I LOVE YOUR PRODUCT**  
so much. I even feel totally fine eating it for breakfast. —April

### Business Model

## ReThink has a low, fixed cost (mostly variable) model that's easily scalable

ReThink sells most of our products in retail stores (by way of wholesale distribution), with **95% of our revenue coming from in-person purchases** and **5% via e-commerce**.

Our model is to keep our overhead and fixed costs as low as possible so that we can **reach profitability and cash flow stability** as quickly as possible. We want to utilize as much of our cash flow as possible on **sales-generating marketing activities** instead of expenses that don't lead to sales.

We choose to **outsource most of the company's critical functions** like manufacturing, distribution, and product storage so that **we can focus on recipe development, branding, marketing** and bringing all the pieces together. By outsourcing all these functions, we keep our overhead low, our costs variable, and can more quickly and easily scale.

**Gross margins** on our products are **currently 45%** and can be improved further with increased scaling.

## GROWTH PLAN

ReThink  
ICE CREAM



Expansion into  
Southwest  
Region

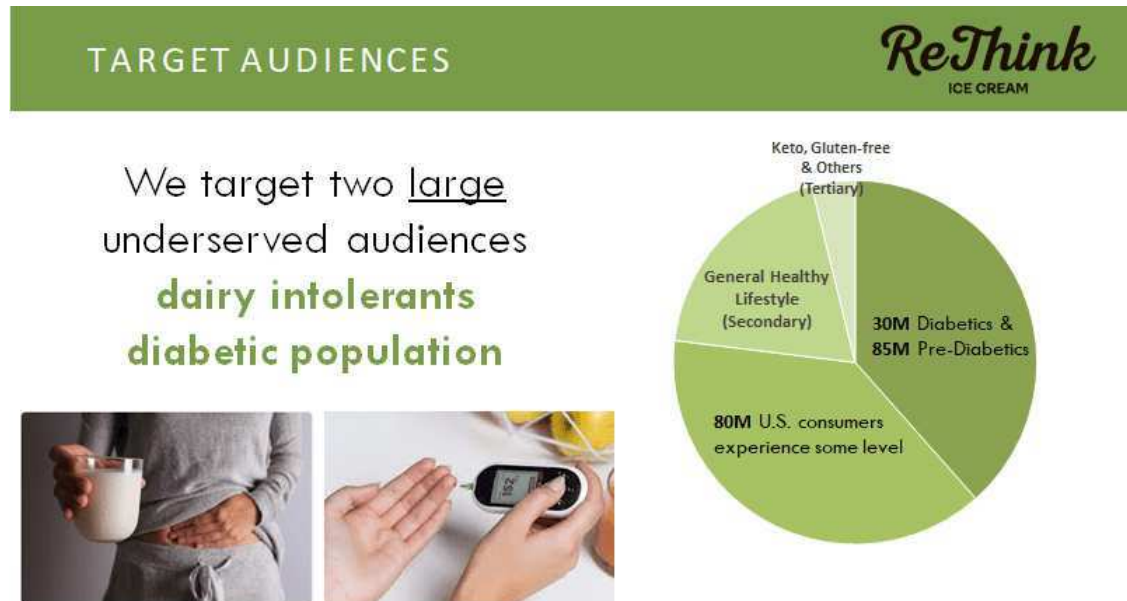


Ultimately, **we envision 3 regional "hubs"** consisting of a dairy ranch that produces A2/A2 dairy, a co-packer, and a freezer storage facility supported by national and regional distribution—all of which would be contracted with to avoid carrying fixed costs. This "infrastructure" would be enough to support distribution throughout the US and export markets.

\*Revenue source ratios (95% in-person, 5% e-commerce) and gross margin percentage as of the end of August 2021

## Market

# Targeting 2 large underserved audiences: dairy intolerant and people living with diabetes



The size of the total North American ice cream market was **\$27B+ in 2021**. The global non-dairy ice cream market size was **\$500M+ in 2019**. It is estimated to **grow at a 13% CAGR between 2020 and 2026**. This is mainly driven by an increasing prevalence of dairy intolerance. The global no-sugar added ice cream market (i.e. food safe for diabetics) was **valued at \$3B in 2018** and is **anticipated to reach \$5-6B by 2027**. We **target both of these underserved markets**—dairy intolerant and diabetics—by providing low-sugar, low glycemic, tummy-friendly dairy products.

## Competition

# ReThink combines the best of both ends of the ice cream spectrum

Decadence + Better for You

# BRAND POSITIONING

**ReThink**  
ICE CREAM

ICE CREAM CATEGORY	ReThink Dairy	Better for You Dairy	Lactose-Free Dairy	Plant Based Frozen Dessert	Decadent Dairy
BRANDS		<i>Halo Top, Rebel</i>	<i>Beckon, Fairlife, Lactaid</i>	<i>So Delicious, Oatly</i>	<i>Häagen Dazs, Ben &amp; Jerry's</i>
DECADENT, AUTHENTIC DAIRY TEXTURE, GREAT TASTE	✓				✓
DAIRY-FREE				✓	
TUMMY-FRIENDLY	✓			✓	
-LACTOSE FREE	✓		✓	✓	
-A2/A2 DAIRY	✓				
-NO SUGAR ALCOHOL	✓			✓	
-LOW SUGAR	✓	✓			
-FIBER-RICH	✓	✓			
DIABETIC-FRIENDLY (LOW GLYCEMIC LOAD)	✓	✓			
LOW CALORIE	45% less*	✓			
LOW CARB	67% less*	✓			
COLLAGEN	✓				

\*% LESS THAN HÄAGEN DAZS

ReThink is the best of all worlds when it comes to dairy ice cream. **Our products are better for you**, have **the decadent experience of dairy**, and are **currently the only completely tummy-friendly dairy ice cream products** of which we are aware.

## THE COMPETITION

**ReThink**  
ICE CREAM

### ReThink vs. "BETTER FOR YOU" DAIRY



ReThink Advantage – Tastes better, Tummy-friendly, No Sugar Alcohol

### ReThink vs. PLANT-BASED DESSERTS



ReThink Advantage – Tastes better, Low Sugar Low-Glycemic, Fiber/Collagen

### ReThink vs. LACTOSE-FREE DAIRY



ReThink Advantage – A2 Dairy, Low Sugar, Low-Glycemic, Fiber/Collagen

- ReThink has distinct Advantages over its direct Competitors
- Pricing is in line with Competition

## Vision

**Our vision is to be the most loved "better-for-you" ice cream in the world**



# Our Vision

To be the most loved and consumed better-for-you ice cream in the world.

**Our vision is to be the most loved and most consumed better-for-you ice cream brand in the world.** To achieve this, we plan to begin a **national launch by EOY 2022**. Our first goal is to **build out the West Coast** by adding more retailers and increasing velocity in existing stores with our new scaled market strategy. Our second goal is to **expand to the Southwest US**, in particular Las Vegas, Arizona, and Texas.

We are keenly aware of the **need to stay focused on driving momentum and velocity performance within the areas we already serve**, and not get overextended with expansion before we have a solid base of support behind us.

## Investors

### Mostly bootstrapped to date

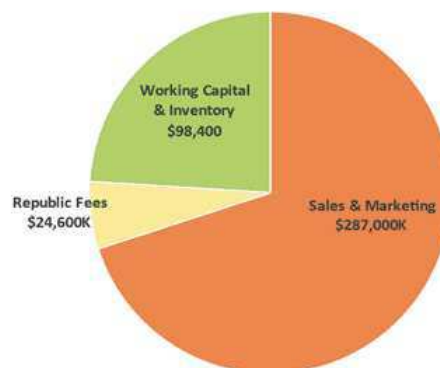
We have been funded to date through a combination of **founder's equity** and **guaranteed loans, a convertible note offering through Microventures**, and **three angel investors**. We are ready to carefully scale to the next level. The majority of funding will go towards marketing campaigns to grow sales, with additional working capital going towards Republic crowdfunding fees, R&D for recipe development, inventory investment, and onboarding new retail partners currently in our pipeline. We expect this round of funding to take us to a **\$3M annual run rate in sales**, at which point a Series A capital round will be possible.

FUNDING — USE OF FUNDS

*ReThink*  
ICE CREAM

Funding Needed  
\$410,000

SAFE Note  
Offering



## Founders

# George Haymaker, Founder & CEO

ReThink Ice Cream was born out of my addiction to alcohol and pain pills when years ago, as I stopped drinking alcohol, I started eating way too much ice cream as a substitute for the sugar found in alcohol. As I began to feel and show the effects of all this sugar, I realized I was transferring addictions, and had to do something about it. I looked around for a "healthier" ice cream, but couldn't find one that gave me anywhere near the same satisfaction as my favorite brand of traditional ice cream. I wanted to be healthier, but I didn't want to sacrifice on taste or texture. After not finding a healthier ice cream that I considered acceptable, I set about making my own, and wanted to share it with others.



Recovery from addiction and recovery from ice cream have a very important thing in common. In recovery, we seek to find comfort, joy and serenity. When we enjoy a great bowl of ice cream, we are also seeking an experience that brings us joy and comfort. There were things that happened to me earlier in life that made me uncomfortable in my own skin, and this is not uncommon for people that will go on to abuse substances. However, even as a child, I could always find comfort and joy in a bowl of decadent ice cream.

A key to finding serenity in recovery involves finding ways to help others, give back to communities, and become more harmonious with the world around us. It is this pursuit that will be my driving force for the rest of my life. I hope for ReThink to be the engine that allows me to help others on a larger scale than I otherwise would be able.

**I am an operations focused executive who recognized a gap in the ice cream market with a multi-billion dollar platform potential. My background includes four different start-up experiences in the last 30 years. My approach is to grow sales as rapidly as possible in order to reach break-even and cash flow stability quickly, all the while using an increase in scale as leverage to drive down costs and open up gross and net margins. I also know what I don't know, and am not afraid to bring in expertise where needed. I believe the best ideas should always win, and am not afraid to hear ideas contrary to my own, and incorporate the best ideas from wherever they come.**

In the last year, we have participated (or are currently participating) in the below-mentioned brand accelerator cohorts. These experiences have been invaluable as we evolve, finding better ways to serve our customers and run our business.



**Team**



George Haymaker

Founder



Kerin Kennedy

Mesh Food Labs - Recipe Development



Scott Bascia

Thrifty Ice Cream - Copacker



Serena Marzion

Owner - Marzion Marketing



Salleigh Knox

Sales Management - Organic Food Brokers

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## Perks

<b>\$250</b>	Social Media mention ReThink Tee Shirt Quarterly Investor Updates
<b>\$500</b>	Social Media mention ReThink Polo Shirt Quarterly Investor Updates
<b>\$1,000</b>	Social Media mention 1 Free Shipment of 8 pack Case ReThink Polo Shirt Quarterly Investor Updates
<b>\$2,500</b>	Social Media mention 2 Free Shipments of 8 pack case ReThink Polo Shirt Quarterly Investor Updates
<b>\$5,000</b>	Social Media mention 3 Free Shipments of 8 pack case Participation in New Flavor Development Council ReThink Polo Shirt Quarterly Investor Updates
<b>\$10,000</b>	Social Media mention 4 Free Shipments of 8 pack case Participation in New Flavor Development Council ReThink Ice Cream Yeti Cooler ReThink Polo Shirt Quarterly Investor Updates
<b>\$25,000</b>	Social Media mention 4 Shipments of 8 pack case Participation in New Flavor Development Council ReThink Ice Cream Yeti Cooler One on One Virtual Meeting with Founder ReThink Polo Shirt Quarterly Investor Updates

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## FAQ

**How do you make ReThink taste so good and creamy? It doesn't even taste like it's better for me?**

Without divulging all our secrets, our approach is to build back the creaminess we lose when we reduce sugar and fat (how we make the ice cream "healthier") with health supplements like collagen, fiber and protein.

**What is A2/A2 dairy and why is it tummy-friendly?**

Dairy intolerance became a widespread issue about 30 years ago when science caught up with dairy farming, and cows starting getting crossbred so that could provide more milk each day. As a consequence of this cross-breeding, many dairy cows acquired an additional casein protein called the A1 protein, which behaves differently in dairy than does the traditional A2 casein protein. The A1 protein does not digest as well in humans as does the A2 protein, and in many cases it can cause stomach discomfort, sometimes severe. There are dairy cows (called A2 cows) that produce dairy containing only the A2 protein. It is from these cows that ReThink ice Cream sources its dairy.

**Wait, I thought it was lactose that was causing my stomach issues when I consumed dairy?**

It could be, but it could also just as likely be the A1 protein instead. You would have to get tested, or do a trial yourself, to know for sure. These are the two causes of stomach discomfort associated with dairy. That's why ReThink also makes the A2/A2 dairy it uses lactose-free - to make sure we resolve both causes of dairy intolerance.

**Is ReThink also safe for diabetics?**

ReThink is much safer for diabetics than typical ice cream. This is because we use 70% less sugar than other premium ice creams, and the sweetener (organic agave) we use is low glycemic. Together, ReThink has a very low glycemic load, which is much safer for diabetics than a typical ice cream.

**What makes ReThink unique and different from the other better for ice creams on the market?**

First and foremost, the taste and texture. ReThink prides itself on delivering the same great taste and creamy texture as other great premium dairy ice creams, but with lower calories and much lower sugar. Given that taste and texture are largely derived from butterfat and sugar, it is very difficult to create an authentic ice cream experience with a low fat, low sugar ice cream. That's our signature differentiator. Additionally, ReThink is the only completely tummy-friendly dairy ice cream (addressing both causes of dairy intolerance), is diabetic and keto friendly, and provides health supplements that consumers seek in their diets.

**Is ReThink keto-friendly?**

Actually yes. While not as low in total carbs as a straight keto brand ice cream, you can enjoy a responsible serving of ReThink and stay in ketosis. This is not our primary target audience, but it's good to know that if you practice a keto diet, you can have a fantastic tasting and textured ice cream, and not blow your diet.

**How do I earn a return?**

We are using Republic's Crowd SAFE security. Learn how this translates into a return on investment here.

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**What must I do to receive my equity or cash in the event of the conversion of my Crowd SAFE?**

Suppose the Company converts the Crowd SAFE as a result of an equity financing. In that case, you must open a custodial account with the custodian and sign subscription documentation to receive the equity securities. The Company will notify you of the conversion trigger, and you must complete necessary documentation within 30 days of such notice. If you do not complete the required documentation with that time frame, you will only be able to receive an amount of cash equal to (or less in some circumstances) your investment amount. Unclaimed cash will be subject to relevant escheatment laws. For more information, see the Crowd SAFE for this offering.

If the conversion of the Crowd SAFE is triggered as a result of a Liquidity Event (e.g. M&A or an IPO), then you will be required to select between receiving a cash payment (equal to your investment amount or a lesser amount) or equity. You are required to make your selection (and complete any relevant documentation) within 30 days of such receiving notice from the Company of the conversion trigger, otherwise you will receive the cash payment option, which will be subject to relevant escheatment laws. The equity consideration varies depending on whether the Liquidity Event occurs before or after an equity financing. For more information, see the Crowd SAFE for this offering.

**EXHIBIT C**

*Form of Security*

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR’S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN PURCHASER.

**MIDGIE’S GOOD CREAM INC.**

**Crowd SAFE  
(Crowdfunding Simple Agreement for Future Equity)**

**Series 2021**

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the “Investor”, and together with all other Series 2021 Crowd SAFE holders, “Investors”) of \$[Purchase Amount] (the “Purchase Amount”) on or about [Date of Crowd SAFE], Midgie’s Good Cream Inc., a Delaware corporation (the “Company”), hereby issues to the Investor the right to certain shares of the Company’s Capital Stock (defined below), subject to the terms set forth below.

The “Discount” is 20%.

The “Valuation Cap” is \$5,000,000.

See Section 2 for certain additional defined terms.

**1. Events**

(a) **Equity Financing.**

(i) If an Equity Financing occurs before this instrument terminates in accordance with Sections 1(b)-(d) (“**First Equity Financing**”), the Company shall promptly notify the Investor of the closing of the First Equity Financing and of the Company’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Purchase Amount to Capital Stock; or (2) issue to the Investor a number of shares of the CF Shadow Series of the Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the First Equity Financing. The number of shares of the CF Shadow Series of such Capital Stock shall equal the quotient obtained by dividing (x) the Purchase Amount by (y) the applicable Conversion Price (such applicable Conversion Price, the “**First Equity Financing Price**”).

(ii) If the Company elects to continue the term of this Crowd SAFE past the First Equity Financing and another Equity Financing occurs before the termination of this Crowd SAFE in accordance with Sections 1(b)-(d) (each, a “**Subsequent Equity Financing**”), the Company shall promptly notify the Investor of the closing of the Subsequent Equity Financing and of the Company’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Investor’s Purchase Amount to Capital Stock; or (2) issue to the Investor a number of shares of the CF Shadow Series of the Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the Subsequent Equity Financing. The number of shares of the CF Shadow Series of such Capital Stock shall equal to the quotient obtained by dividing (x) the Purchase Amount by (y) the First Equity Financing Price.

(iii) If the Investor fails to complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion of this Crowd SAFE, as contemplated in this Section 1(a), within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company of the closing of the First Equity Financing, or Subsequent Equity Financing, as applicable, and of the Company’s decision to convert this Crowd Safe to Capital Stock, then the Investor shall only be eligible to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below), and the Company shall keep a record of the cash payment that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws. If there are not enough funds to pay the Investor and holders of other Crowd SAFEs that failed to act as required herein (collectively, the “**Cash-Default Investors**”) in full, then all of the Company’s available funds will be allocated with equal priority and pro rata among the Cash-Default Investors to claim in proportion to their Purchase Amounts.

(b) **Liquidity Event.**

(i) If there is a Liquidity Event before the termination of this instrument and before any Equity Financing, the Investor must select, at its option, within thirty (30) days of receiving notice (whether actual or constructive), either (1) to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below) or (2) to receive from the Company a number of shares of Common Stock equal to the Purchase Amount (or a lesser amount as described below) divided by the Liquidity Price.

(ii) If there is a Liquidity Event after one or more Equity Financings have occurred but before the termination of this instrument, the Investor must select, at its option, within thirty (30) days of receiving notice (whether actual or constructive), either (1) to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below) or (2) to receive from the Company a number of shares of the most recent issued Capital Stock (whether Preferred Stock or another class issued by the Company) equal to the Purchase Amount divided by the First Equity Financing Price. Shares of Capital Stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of Capital Stock issued in connection with the Company’s most recent Equity Financing.

(iii) If there are not enough funds to pay the Investor and holders of other Crowd SAFEs (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts. In connection with this Section 1(b), the Purchase Amount (or a lesser amount as described below) will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event.

Notwithstanding Sections 1(b)(i)(2) or 1(b)(ii)(2), if the Company’s board of directors determines in good faith that delivery of Capital Stock to the Investor pursuant to Section 1(b)(i)(2) or Section 1(b)(ii)(2) would violate applicable law, rule or regulation, then the Company shall deliver to Investor in

lieu thereof, a cash payment equal to the fair market value of such Capital Stock, as determined in good faith by the Company's board of directors.

If the Investor fails to (i) complete, execute and deliver any reasonable or necessary information and documentation requested by the Company or the Intermediary in order to effect the conversion of this Crowd SAFE or (ii) notify Company of its selection to receive the cash payment or shares of the most recently issued Capital Stock, as contemplated in this Section 1(b), within thirty (30) calendar days of receipt of notice (whether actual or constructive) from the Company of such Liquidity Event, then the Investor shall only be eligible to receive the cash payment option, and the Company shall keep a record of the cash payment contemplated in Section 1(b) that the Investor is entitled to claim; provided, that any unclaimed cash payment amount shall be subject to applicable state escheatment laws.

(c) **Dissolution Event**. If there is a Dissolution Event before this instrument terminates in accordance with Sections 1(a) or 1(b), subject to the preferences applicable to any series of Preferred Stock, the Company will distribute its entire assets legally available for distribution with equal priority among the (i) Investors (on an as converted basis based on a valuation of Common Stock as determined in good faith by the Company's board of directors at the time of Dissolution Event), (ii) all other holders of instruments sharing in the assets of the Company at the same priority as holders of Common Stock upon a Dissolution Event and (iii) and all holders of Common Stock.

(d) **Termination**. This instrument will terminate (without relieving the Company or the Investor of any obligations arising from a prior breach of or non-compliance with this instrument) upon the earlier to occur: (i) the issuance of shares, whether in Capital Stock or in the CF Shadow Series, to the Investor pursuant to Section 1(a) or Section 1(b); or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to Sections 1(b) or 1(c).

## 2. *Definitions*

**“Capital Stock”** means the capital stock of the Company, including, without limitation, Common Stock and Preferred Stock.

**“CF Shadow Series”** shall mean a non-voting series of Capital Stock that is otherwise identical in all respects to the shares of Capital Stock (whether Preferred Stock or another class issued by the Company) issued in the relevant Equity Financing (e.g., if the Company sells Series A Preferred Stock in an Equity Financing, the Shadow Series would be Series A-CF Preferred Stock), except that:

- (i) CF Shadow Series shareholders shall have no voting rights and shall not be entitled to vote on any matter that is submitted to a vote or for the consent of the stockholders of the Company;
- (ii) Each of the CF Shadow Series shareholders shall enter into a proxy agreement, in the form of Exhibit A attached hereto, appointing the Intermediary or its designee as its irrevocable proxy with respect to any matter to which CF Shadow Series shareholders are entitled to vote by law. Entering into such proxy agreement is a condition of receiving CF Shadow Shares and such agreement provides that the Intermediary or its designee will vote with the majority of the holders of the relevant class of the Company's Capital Stock on any matters to which the proxy agreement applies; and
- (iii) CF Shadow Series shareholders have no information or inspection rights, except with respect to such rights deemed not waivable by laws.

**“Change of Control”** means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

**“Common Stock”** means common stock, par value \$0.00001 per share, of the Company.

**“Conversion Price”** means either: (i) the SAFE Price or (ii) the Discount Price, whichever calculation results in a greater number of shares of Capital Stock.

**“Discount Price”** means the product of (i) the price per share of Capital Stock sold in an Equity Financing and (ii) 100% less the Discount.

**“Dissolution Event”** means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors, (iii) the commencement of a case (whether voluntary or involuntary) seeking relief under Title 11 of the United States Code (the “**Bankruptcy Code**”), or (iv) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

**“Equity Financing”** shall mean the next sale (or series of related sales) by the Company of its Equity Securities to one or more third parties following the date of this instrument from which the Company receives gross proceeds of not less than \$1,000,000 cash or cash equivalent (excluding the conversion of any instruments convertible into or exercisable or exchangeable for Capital Stock, such as SAFEs or convertible promissory notes) with the principal purpose of raising capital.

**“Equity Securities”** shall mean Common Stock or Preferred Stock or any securities convertible into, exchangeable for or conferring the right to purchase (with or without additional consideration) Common Stock or Preferred Stock, except in each case, (i) any security granted, issued and/or sold by the Company to any director, officer, employee, advisor or consultant of the Company in such capacity for the primary purpose of soliciting or retaining his, her or its services, (ii) any convertible promissory notes issued by the Company, and (iii) any SAFEs issued.

**“Fully Diluted Capitalization”** shall mean the aggregate number, as of immediately prior to the First Equity Financing, of issued and outstanding shares of Capital Stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including shares of convertible Preferred Stock and all outstanding vested or unvested options or warrants to purchase Capital Stock, but excluding (i) the issuance of all shares of Capital Stock reserved and available for future issuance under any of the Company’s existing equity incentive plans, (ii) convertible promissory notes issued by the Company, (iii) any SAFEs, and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

**“Intermediary”** means OpenDeal Portal LLC, a registered securities crowdfunding portal CRD#283874, or a qualified successor.

“**IPO**” means: (A) the completion of an underwritten initial public offering of Capital Stock by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Capital Stock by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; or (B) the Company’s initial listing of its Capital Stock (other than shares of Capital Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company’s board of directors, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Stock of the Company.

“**Liquidity Capitalization**” means the number, as of immediately prior to the Liquidity Event, of shares of the Company’s capital stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) shares of Capital Stock reserved and available for future grant under any equity incentive or similar plan; (ii) any SAFEs; (iii) convertible promissory notes; and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

“**Liquidity Event**” means a Change of Control or an IPO.

“**Liquidity Price**” means the price per share equal to (x) the Valuation Cap divided by (y) the Liquidity Capitalization.

“**Lock-up Period**” means the period commencing on the date of the final prospectus relating to the Company’s IPO, and ending on the date specified by the Company and the managing underwriter(s). Such period shall not exceed one hundred eighty (180) days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions.

“**Preferred Stock**” means the preferred stock of the Company.

“**Regulation CF**” means Regulation Crowdfunding promulgated under the Securities Act.

“**SAFE**” means any simple agreement for future equity (or other similar agreement), including a Crowd SAFE, which is issued by the Company for bona fide financing purposes and which may convert into Capital Stock in accordance with its terms.

“**SAFE Price**” means the price per share equal to (x) the Valuation Cap divided by (y) the Fully Diluted Capitalization.

### **3. Company Representations**

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of shares of CF Shadow Series issuable pursuant to Section 1.

(e) The Company shall, prior to the conversion of this instrument, reserve from its authorized but unissued shares of Capital Stock for issuance and delivery upon the conversion of this instrument, such number of shares of the Capital Stock as necessary to effect the conversion contemplated by this instrument, and, from time to time, will take all steps necessary to amend its charter to provide sufficient authorized numbers of shares of the Capital Stock issuable upon the conversion of this instrument. All such shares shall be duly authorized, and when issued upon any such conversion, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale and free and clear of all preemptive rights, except encumbrances or restrictions arising under federal or state securities laws.

(f) The Company is (i) not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act, (ii) not an investment company as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**"), and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under Section 4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (v) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vi) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(g) The Company has, or will shortly after the issuance of this instrument, engage a transfer agent registered with the U.S. Securities and Exchange Commission to act as the sole registrar and transfer agent for the Company with respect to the Crowd SAFE.

#### **4. *Investor Representations***

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding

obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply.

(c) The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor understands that the Securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of each Investor's representations as expressed herein.

(d) The Investor acknowledges, and is purchasing this instrument in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

(e) The Investor acknowledges that the Investor has received all the information the Investor has requested from the Company and the Investor considers necessary or appropriate for deciding whether to acquire this instrument and the underlying securities, and the Investor represents that the Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this instrument and the underlying securities and to obtain any additional information necessary to verify the accuracy of the information given to the Investor. In deciding to purchase this instrument, the Investor is not relying on the advice or recommendations of the Company or of the Intermediary and the Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate for the Investor. The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in this instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of this investment.

(f) The Investor understands and acknowledges that as a Crowd SAFE investor, the Investor shall have no voting, information or inspection rights, aside from any disclosure requirements the Company is required to make under relevant securities regulations.

(g) The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this instrument and the securities to be acquired by the Investor hereunder.

(h) The Investor is not (i) a citizen or resident of a geographic area in which the purchase or holding of the Crowd SAFE and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's

Debarred Parties List or other applicable sanctions lists. Investor hereby represents and agrees that if Investor's country of residence or other circumstances change such that the above representations are no longer accurate, Investor will immediately notify Company. Investor further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Crowd SAFE or the underlying securities to a party subject to U.S. or other applicable sanctions.

(i) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its beneficial interest in the Crowd SAFE and the underlying securities will not violate any applicable securities or other laws of the Investor's jurisdiction, including (i) the legal requirements within its jurisdiction for the subscription and the purchase of its beneficial interest in the Crowd SAFE; (ii) any foreign exchange restrictions applicable to such subscription and purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of its beneficial interest in the Crowd SAFE and the underlying securities. The Investor acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Crowd SAFE (and the Investor's beneficial interest therein) and the underlying securities.

(j) If the Investor is a corporate entity: (i) such corporate entity is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to enter into this Crowd SAFE; (ii) the execution, delivery and performance by the Investor of the Crowd SAFE is within the power of the Investor and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the Investor, it is not in violation of its current charter or bylaws, any material statute, rule or regulation applicable to the Investor; and (iv) the performance of the Crowd SAFE does not and will not violate any material judgment, statute, rule or regulation applicable to the Investor; result in the acceleration of any material indenture or contract to which the Investor is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Purchase Amount.

(k) The Investor further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, "Risk Factors," and all other information presented in the Company's Form C and the offering documentation filed with the SEC.

(l) The Investor represents that the Investor understands the substantial likelihood that the Investor will suffer a **TOTAL LOSS** of all capital invested, and that Investor is prepared to bear the risk of such total loss.

## ***5. Transfer Restrictions.***

(a) The Investor hereby agrees that during the Lock-up Period it will not, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Investor or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise.

(b) The foregoing provisions of Section 5(a) will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y) not apply to the

transfer of any shares to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Investor only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5% of the outstanding Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of Section 5(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 5(a) or that are necessary to give further effect thereto.

(c) In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Investor's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Company (and the shares or securities of the Company held by every other person subject to the restriction contained in Section 5(a)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(d) Without in any way limiting the representations and warranties set forth in Section 4 above, the Investor further agrees not to make any disposition of all or any portion of this instrument or the underlying securities unless and until the transferee has agreed in writing for the benefit of the Company to make the representations and warranties set out in Section 4 and the undertaking set out in Section 5(a) and:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) The Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and, if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of such shares under the Securities Act.

(e) The Investor agrees that it shall not make any disposition of this instrument or any underlying securities to any of the Company's competitors, as determined by the Company in good faith.

(f) The Investor understands and agrees that the Company will place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this Crowd SAFE and any certificates evidencing the underlying securities, together with any other legends that may be required by state or federal securities laws, the Company's charter or bylaws, any other agreement between the Investor and the Company or any agreement between the Investor and any third party:

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

## **6. Miscellaneous**

(a) The Investor agrees to take any and all actions determined in good faith by the Company's board of directors to be advisable to reorganize this instrument and any shares of Capital Stock issued pursuant to the terms of this instrument into a special purpose vehicle or other entity designed to aggregate the interests of holders of Crowd SAFEs.

(b) Any provision of this instrument may be amended, waived or modified only upon the written consent of either (i) the Company and the Investor, or (ii) the Company and the majority of the Investors (calculated based on the Purchase Amount of each Investors Crowd SAFE).

(c) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(d) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise until shares have been issued upon the terms described herein.

(e) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(f) In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any

other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(g) All securities issued under this instrument may be issued in whole or fractional parts, in the Company's sole discretion.

(h) All rights and obligations hereunder will be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

(i) Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Sacramento, CA. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

(j) The parties acknowledge and agree that for United States federal and state income tax purposes this Crowd SAFE is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this Crowd SAFE consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

(k) The Investor agrees any action contemplated by this Crowd SAFE and requested by the Company must be completed by the Investor within thirty (30) calendar days of receipt of the relevant notice (whether actual or constructive) to the Investor.

*(Signature page follows)*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

**MIDGIE'S GOOD CREAM INC.**

By:

Name: George T. Haymaker III

Title: Chief Executive Officer

Address: 4048 Sonoma Highway, #15, Napa, CA 94559, United States

Email: ghaymaker@rethinkicecream.us

**INVESTOR:**

By:

Name:

## Exhibit A – CF Shadow Share Proxy

### Irrevocable Proxy

Reference is hereby made to a certain Crowdfunding Simple Agreement for Future Equity (the “**Crowd SAFE**”) dated [Date of Crowd SAFE] between Midgie’s Good Cream Inc., a Delaware corporation (the “**Company**”) and [Investor Name] (“**Stockholder**”). Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Crowd SAFE. In connection with a conversion of Stockholder’s investment in the Crowd SAFE into Capital Stock of a CF Shadow Series (as defined in the Crowd SAFE) pursuant to the Crowd SAFE, the Stockholder and OpenDeal Portal LLC (the “**Intermediary**”) as another holder of Capital Stock of a CF Shadow Series hereby agree as follows:

#### 1) Grant of Irrevocable Proxy.

- a) With respect to all of the shares of Capital Stock of CF Shadow Series owned by the Stockholder as of the date of this Irrevocable Proxy or any subsequent date (the “**Shares**”), Stockholder hereby grants to Intermediary an irrevocable proxy under Section 212 of the Delaware General Corporation Law to vote the Shares in any manner that the Intermediary may determine in its sole and absolute discretion. For the avoidance of doubt, the Intermediary, as the holder of the irrevocable proxy (rather than the Stockholder) will vote the Shares with respect to all shareholder meetings and other actions (including actions by written consent in lieu of a meeting) on which holders of Shares may be entitled to vote. The Intermediary hereby agrees to vote all Shares consistently with the majority of the shares on which the CF Shadow Series is based. This proxy revokes any other proxy granted by the Stockholder at any time with respect to the Shares.
- b) The Intermediary shall have no duty, liability or obligation whatsoever to the Stockholder arising out of the Intermediary’s exercise of this irrevocable proxy. The Stockholder expressly acknowledges and agrees that (i) the Stockholder will not impede the exercise of the Intermediary’s rights under this irrevocable proxy and (ii) the Stockholder waives and relinquishes any claim, right or action the Stockholder might have, as a stockholder of the Company or otherwise, against the Intermediary or any of its affiliates or agents (including any directors, officers, managers, members, and employees) in connection with any exercise of the irrevocable proxy granted hereunder.
- c) This irrevocable proxy shall expire as to those Shares on the earlier of (i) the date that such Shares are converted into Common Stock of the Company or (ii) the date that such Shares are converted to cash or a cash equivalent, but shall continue as to any Shares not so converted.

2) **Legend.** The Stockholder agrees to permit an appropriate legend on certificates evidencing the Shares or any transfer books or related documentation of ownership reflecting the grant of the irrevocable proxy contained in the foregoing Section 1.

3) **Representations and Warranties.** The Stockholder represents and warrants to the Intermediary as follows:

- a) The Stockholder has all the necessary rights, power and authority to execute, deliver and perform his obligations under this Irrevocable Proxy. This Irrevocable Proxy has been duly executed and delivered by the Stockholder and constitutes such Stockholder’s legal and valid obligation enforceable against the Stockholder in accordance with its terms.

- b) The Stockholder is the record owner of the Shares listed under the name on this Appendix A and the Stockholder has plenary voting and dispositive power with respect to such Shares; the Stockholder owns no other shares of the capital stock of the Company; there are no proxies, voting trusts or other agreements or understandings to which such Stockholder is a party or bound by and which expressly require that any of the Shares be voted in any specific manner other than pursuant to this irrevocable proxy; and the Stockholder has not entered into any agreement or arrangement inconsistent with this Irrevocable Proxy.
- 4) **Equitable Remedies.** The Stockholder acknowledges that irreparable damage would result if this Irrevocable Proxy is not specifically enforced and that, therefore, the rights and obligations of the Intermediary may be enforced by a decree of specific performance issued by arbitration pursuant to the Crowd SAFE, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Intermediary may otherwise have available.
- 5) **Defined Terms.** All terms defined in this Irrevocable Proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the Crowd SAFE.
- 6) **Amendment.** Any provision of this instrument may be amended, waived or modified only upon the written consent of the (i) the Stockholder and (ii) the Intermediary.
- 7) **Assignment.**
- a) In the event the Stockholder wishes to transfer, sell, hypothecate or otherwise assign any Shares, the Stockholder hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Intermediary substantially identical to this Irrevocable Proxy.
- b) The Intermediary may transfer its rights as Holder under this instrument after giving prior written notice to the Stockholder.
- 8) **Severability.** In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

**INVESTOR:**

By:  
Name:  
  
Date

**INTERMEDIARY:**

By:  
Name: Authorized Signatory, OpenDeal Portal  
LLC d/b/a Republic  
Date

**EXHIBIT D**

*Video Script*

Video #1 (30 seconds)

Hello! I'm George Haymaker, founder of ReThink Ice Cream. We make low sugar, tummy-friendly dairy ice cream that's both decadent & delicious.

Our customers love us because we deliver the full experience of what ice cream should taste like, but without all that sugar, and without the stomach-ache many people experience from dairy.

It's our mission to bring the joy and comfort we all get from a bowl of ice cream, but do so in a way that's more responsible to our health.

Responsible, tummy-friendly dairy ice cream that doesn't sacrifice on the experience. That's ReThink.

Video #2 (60 seconds)

Millions of people are intolerant to either the sugar or proteins found in most dairy today.

Our dairy comes from a special type of cow, it's called A2/A2 dairy. This dairy is free from the proteins that can bother the stomach. We then treat the sugar in the dairy to make it stomach-friendly. That's the secret!

Best of all, while our ice cream has amazing health benefits, it's just as delicious and creamy as your favorite brand, unlike other better for you ice creams that can taste artificial.

That's a big reason to like ReThink. Another, is our business model. It's lean, low overhead, and very scalable.

Our model allows us to grow quickly through our established relationships with national distributors and retailers.

As we scale, our goal is to generate more and more cashflow that can be reinvested in marketing.

New investment will be used primarily to reach our target customers, activate them to trial our product, hopefully turning them into loyal customers.

Real dairy ice cream that addresses a need for a lot of people, plus effective marketing is how we will grow our brand.

Video #3 (15 seconds)

Low sugar, tummy-friendly dairy ice cream that delivers the experience you expect from ice cream. That's ReThink.

Following in the footsteps of low-calorie Halo Top, and low-carb Rebel Creamery, both of whom became great growth stories, our plan is to be the leader in this new tummy-friendly ice cream category.

Come be part of this next great ice cream growth story, and let's have fun building a great brand together!

**EXHIBIT E**

*Testing the Waters Communications*

**Company Name** ReThink Ice Cream

**Logo**

*ReThink*  
ICE CREAM

**Headline** Tummy-friendly, Low Sugar Dairy Ice Cream that tastes as good as Haagen Dazs

**Hero Image**



**Tags** Food, B2C, CPG

**Pitch text**

### Summary

- Creamy, delicious, healthier ice cream
- Completely tummy-friendly, made from lactose-free A2/A2 dairy
- Low sugar—we replaced the sugar with collagen, fiber, and protein
- Projecting revenue of \$1.35M in 2022
- Averaging 45% gross margins and \$60K MRR (August 2021)
- Retailing at 500 locations across California and Oregon
- Partnered with two national distributors, KeHe and UNFI

## Problem

# "Better for you" ice creams don't taste REAL, plus sugar is killing us & dairy intolerance is affecting millions worldwide

Wouldn't it be great if someone could make an ice cream that tasted as good and was just as creamy as say, Häagen Dazs, but without the high levels of sugar and fat? Sugar and fat are what gives ice cream its rich, creamy texture. When you reduce either of these to make it "healthier," you lose the taste and texture. That's why every other "better for you" ice cream tastes less than satisfying. **Sugar causes inflammation and disease**, and is unfortunately at very high levels in most ice creams. The sugar problem—as well as **dairy intolerance issues (lactose and new undigestible dairy proteins)**—has caused consumers to turn towards "healthier" dairy and plant-based options. However, these **alternatives don't deliver on authentic ice cream taste and texture**. What's a health-conscious ice cream lover to do!?

## THE PROBLEMS

*ReThink*  
ICE CREAM



### DAIRY INTOLERANCE

People who get indigestion when consuming dairy are turning to plant-based frozen dessert



### TASTE & TEXTURE

"Healthier" ice creams & plant-based frozen desserts don't deliver on taste & texture!



### TOO MUCH SUGAR

Sugar causes inflammation and leads to disease

## Solution

# Decadence with benefits

## THE SOLUTION

*ReThink*  
ICE CREAM

### TUMMY-FRIENDLY

*Lactose-free  
A2/A2 Dairy  
Low Sugar  
No Sugar Alcohol  
Fiber-Rich*

### GREAT TASTE

**DECADENT TEXTURE**

### LOW SUGAR (70% less)

**DIABETIC-FRIENDLY**

ReThink has created a **decadent and creamy ice cream** that's very **low in sugar (but no sugar alcohol)**, completely **tummy-friendly** and **keto/diabetic-friendly**. We achieve our rich, creamy texture by replacing the sugar we remove from the recipe with **collagen, fiber and protein**. Our secret tummy-friendly ingredient is **A2/A2 dairy**, which is free from the A1 protein chain that can cause dairy intolerance. We also make our **A2/A2 dairy lactose-free**, in case your intolerance issues are caused by lactose, and not the A1 casein protein. Our ice cream is made from **happier, healthier cows**, like the way they used to be! We believe **ReThink is the best-tasting and textured "better for you" ice cream on the planet**, hands down!



## Product

**Ice cream made from lactose-free A2/A2 cow dairy**



How do we achieve **great taste and texture** when the other better for you brands cannot? By replacing the sugar we remove from the recipe with **collagen, fiber and protein**. We **do not use sugar alcohol** (like erythritol) to sweeten, which has a negative aftertaste and impacts texture. Instead, we sweeten with just a touch of agave nectar. We also don't overfill our ice cream with air (as others do), and we use only high-quality ingredients. While ReThink is ideal for anyone seeking a healthier lifestyle, our ice cream targets **populations with food sensitivities**. We source **certified humane dairy from A2 cows** because it's "tummy-friendly," and involves more humane treatment than that for conventional dairy cows.

**ReThink**  
ICE CREAM

WHAT'S THE DIFFERENCE BETWEEN A1 AND A2 ANYWAY?

DO YOU EXPERIENCE STOMACH UPSET FROM DAIRY?  
*Here's why!*

MOST PEOPLE THINK THEY SUFFER FROM LACTOSE INTOLERANCE. This is when the body doesn't have enough lactase enzyme to convert the milk sugar (lactose) into glucose in order to digest it.

WE USE LACTOSE-FREE A2 / A2 DAIRY BECAUSE WE WANT EVERYONE TO ENJOY AN INDULGENT ICE CREAM WITHOUT THE DISCOMFORT THAT MANY OF US EXPERIENCE FROM TODAY'S DAIRY.

**LACTOSE-FREE A2/A2 DAIRY**  
*Our Unique Product Differentiator*

**What is A1?**  
MORE LIKELY IT IS AN INTOLERANCE TO THE A1 CASEIN PROTEIN FOUND IN MOST DAIRY TODAY. This A1 protein chain was introduced to dairy cows about 30 years ago as ranchers started crossbreeding cows. In our evolution, the human body had never digested the A1 protein. Today, many people have trouble digesting it which causes indigestion and cramping.

**What is A2?**  
THAT'S WHY ReThink ICE CREAM IS DIGESTIBLE WITHOUT DISCOMFORT! We source A2/A2 Dairy from cows that don't have the A1 protein chain. We then convert the lactose into glucose — so if you are lactose-intolerant we've taken care of it for you!

*Lactose-Free A2 / A2 Dairy*  
FROM HAPPIER, HEALTHIER COWS

RETHINKICECREAM.US @RETHINKICECREAM

Each pint of ice cream is around **600 calories**, **lactose-free**, **diabetic** and **keto-friendly**, **low GI**, and **gluten-free**, with **no sugar alcohol**. As of August 2021, we have **10 SKUs**. Our **flavors include Black Cherry Vanilla, Coffee Chocolate Hazelnut, Strawberry with Chia Seed, Lemon Poppyseed, Cardamom Pistachio**, and many other unique flavor offerings.

**Product & Packaging Evolution** **ReThink**  
ICE CREAM



We reformulated our product in early 2021 making it **softer and creamier**, and **redesigned our packaging** making it pop more on the shelves with cleaner, simpler positioning and messaging.



Great taste, rich, creamy texture—it's so good, you can't even tell it's better for you!



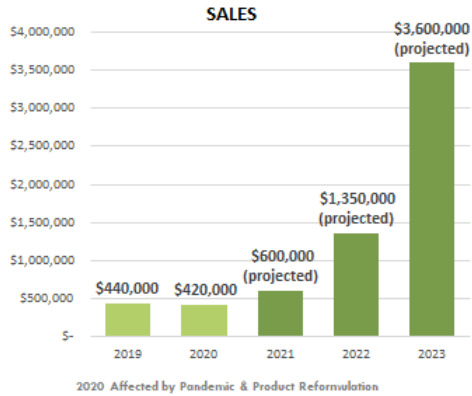
## **Traction**

### **\$1.35M projected revenue in 2022**

ReThink Ice Cream **currently generates \$60K in MRR**. Our products are now being **sold at 500 retail locations** across California and Oregon, with **plans for expansion** in 2022. Our brand can be found in retailers like **Raley's, Nugget, Bristol Farms, The Save Mart Companies, Market of Choice**, and more. We have partnerships with **two national distributors, KeHe and UNFI**, and our current traction **projects a revenue of \$1.35M in 2022**.

## KEY BUSINESS METRICS

**ReThink**  
ICE CREAM



**Gross Margins – 45% in 2021;  
50% by 2023**

**SRP – \$6.99/Promo - \$5.99**

**500 west coast retailers**

*Product Reformulation/New Packaging came onto shelves in May, 2021*

## DISTRIBUTION (WEST COAST)

**ReThink**  
ICE CREAM

### SOUTHERN CALIFORNIA



### NORTHERN CALIFORNIA



### OREGON



**Two National Distributors**

**KeHE & UNFI**

**Five DC's**

**500 retail store placements**

**Foodservice Initiative**

**Hospitals, Universities,**

**Corporate cafes**

We've also received **numerous press placements** for our innovation and philanthropy.



\*MRR as of August 2021

## Customers

### Making ice cream accessible with a community focus

Our products target people living with **sugar-related health or digestion concerns (related to dairy)**. There are **80M US consumers** who experience some level of **dairy discomfort**, most likely caused by the A1 casein protein found in most conventional dairy today, or lactose intolerance. There are another **115M US consumers living with diabetes or pre-diabetes**. We've seen **extremely positive responses** from our target consumer base, particularly for **our rich, creamy texture** and wide variety of unique flavors.



Our **target customer personas are all female**, as they're typically more inquisitive about healthier eating and generally make the food buying decisions for the household.

CUSTOMER PROFILES **ReThink**  
ICE CREAM



**Primary Target**  
Retired Indulger



**Secondary Target**  
Yoga Mom



**Tertiary Target**  
Healthista

Our customers love that they now have an **ice cream that fits their health needs and objectives without having to sacrifice on the experience.**

## CUSTOMER TESTIMONIALS

ReThink  
ICE CREAM

☆☆☆☆☆

**YOUR ICE CREAM IS DELICIOUS!**  
I'm diabetic & haven't eaten ice cream in years. Yours is the best. Omitting the sugar alcohol makes all the difference in taste...genius! I can finally eat ice cream again! Thank you! I can't wait to try more flavors! —@agirl818

☆☆☆☆☆

**I LOVE THAT IT HAS COLLAGEN**  
so I can enjoy all of the benefits while indulging in ice cream! —Mahya

☆☆☆☆☆

**PERFECTION!**  
Tastes like your favorite indulgent ice cream but fits in with your macros. —@pipstar86

☆☆☆☆☆

**I LOVE YOUR PRODUCT**  
so much. I even feel totally fine eating it for breakfast. —April

☆☆☆☆☆

**THIS HAS CHANGED MY LIFE!**  
I'm not crazy about eating healthy, but love that the whey isolate protein helps with building muscle and that it tastes just like regular ice cream, but is better for me! —Steph



### Business Model

## ReThink has a low, fixed cost (mostly variable) model that's easily scalable

ReThink sells most of our products in retail stores (by way of wholesale distribution), with **95% of our revenue coming from in-person purchases** and **5% via e-commerce**.

Our model is to keep our overhead and fixed costs as low as possible so that we can **reach profitability and cash flow stability** as quickly as possible. We want to utilize as much of our cash flow as possible on **sales-generating marketing activities** instead of expenses that don't lead to sales.

We choose to **outsource most of the company's critical functions** like manufacturing, distribution, and product storage so that **we can focus on recipe development, branding, marketing** and bringing all the pieces together. By outsourcing all these functions, we keep our overhead low, our costs variable, and can more quickly and easily scale.

**Gross margins** on our products are **currently 45%** and can be improved further with increased scaling.

## GROWTH PLAN

ReThink  
ICE CREAM

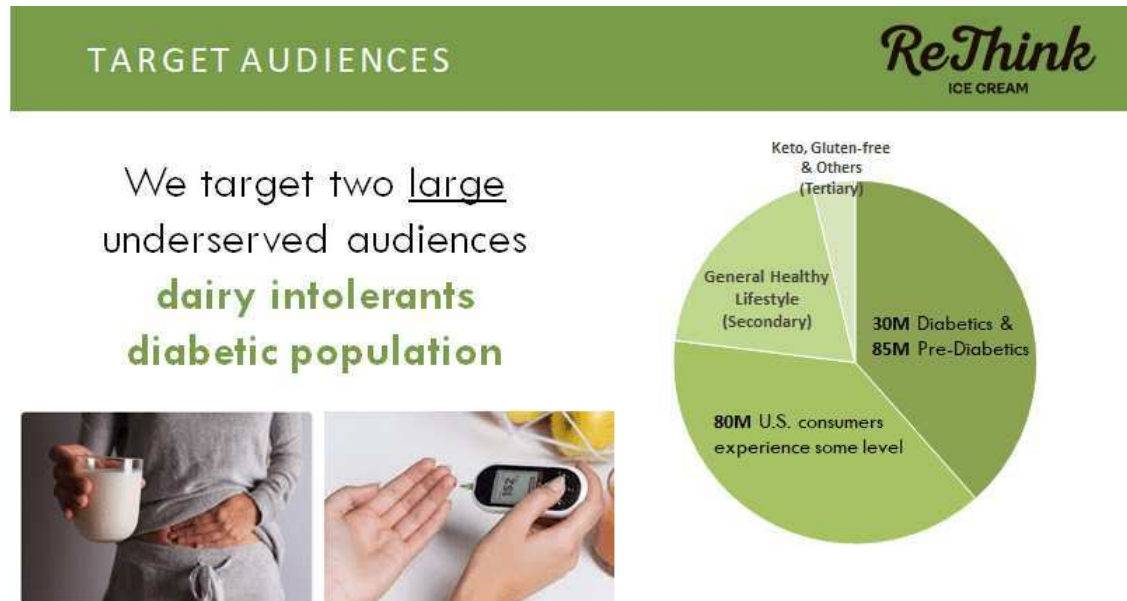


Ultimately, **we envision 3 regional "hubs"** consisting of a dairy ranch that produces A2/A2 dairy, a co-packer, and a freezer storage facility supported by national and regional distribution—all of which would be contracted with to avoid carrying fixed costs. This "infrastructure" would be enough to support distribution throughout the US and export markets.

\*Revenue source ratios (95% in-person, 5% e-commerce) and gross margin percentage as of the end of August 2021

## Market

# Targeting 2 large underserved audiences: dairy intolerant and people living with diabetes



The size of the total North American ice cream market was **\$27B+ in 2021**. The global non-dairy ice cream market size was **\$500M+ in 2019**. It is estimated to **grow at a 13% CAGR between 2020 and 2026**. This is mainly driven by an increasing prevalence of dairy intolerance. The global no-sugar added ice cream market (i.e. food safe for diabetics) was **valued at \$3B in 2018** and is **anticipated to reach \$5-6B by 2027**. We **target both of these underserved markets**—dairy intolerant and diabetics—by providing low-sugar, low glycemic, tummy-friendly dairy products.

## Competition

# ReThink combines the best of both ends of the ice cream spectrum

Decadence + Better for You

# BRAND POSITIONING

**ReThink**  
ICE CREAM

ICE CREAM CATEGORY	ReThink Dairy	Better for You Dairy	Lactose-Free Dairy	Plant Based Frozen Dessert	Decadent Dairy
BRANDS		<i>Halo Top, Rebel</i>	<i>Beckon, Fairlife, Lactaid</i>	<i>So Delicious, Oatly</i>	<i>Häagen Dazs, Ben &amp; Jerry's</i>
DECADENT, AUTHENTIC DAIRY TEXTURE, GREAT TASTE	✓				✓
DAIRY-FREE				✓	
TUMMY-FRIENDLY	✓			✓	
-LACTOSE FREE	✓		✓	✓	
-A2/A2 DAIRY	✓				
-NO SUGAR ALCOHOL	✓			✓	
-LOW SUGAR	✓	✓			
-FIBER-RICH	✓	✓			
DIABETIC-FRIENDLY (LOW GLYCEMIC LOAD)	✓	✓			
LOW CALORIE	45% less*	✓			
LOW CARB	67% less*	✓			
COLLAGEN	✓				

\*% LESS THAN HÄAGEN DAZS

ReThink is the best of all worlds when it comes to dairy ice cream. **Our products are better for you**, have **the decadent experience of dairy**, and are **currently the only completely tummy-friendly dairy ice cream products** of which we are aware.

## THE COMPETITION

**ReThink**  
ICE CREAM

### ReThink vs. "BETTER FOR YOU" DAIRY



ReThink Advantage – Tastes better, Tummy-friendly, No Sugar Alcohol

### ReThink vs. PLANT-BASED DESSERTS



ReThink Advantage – Tastes better, Low Sugar Low-Glycemic, Fiber/Collagen

### ReThink vs. LACTOSE-FREE DAIRY



ReThink Advantage – A2 Dairy, Low Sugar, Low-Glycemic, Fiber/Collagen

- ReThink has distinct Advantages over its direct Competitors
- Pricing is in line with Competition

## Vision

**Our vision is to be the most loved "better-for-you" ice cream in the world**



# Our Vision

To be the most loved and consumed better-for-you ice cream in the world.

**Our vision is to be the most loved and most consumed better-for-you ice cream brand in the world.** To achieve this, we plan to begin a **national launch by EOY 2022**. Our first goal is to **build out the West Coast** by adding more retailers and increasing velocity in existing stores with our new scaled market strategy. Our second goal is to **expand to the Southwest US**, in particular Las Vegas, Arizona, and Texas.

We are keenly aware of the **need to stay focused on driving momentum and velocity performance within the areas we already serve**, and not get overextended with expansion before we have a solid base of support behind us.

## Investors

### Mostly bootstrapped to date

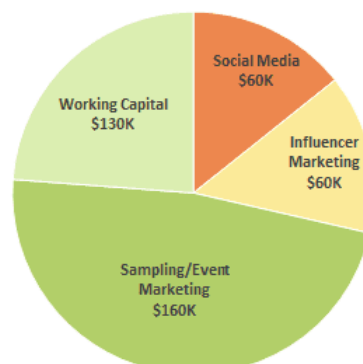
We have been funded to date through a combination of **founder's equity** and **guaranteed loans, a convertible note offering through Microventures**, and **three angel investors**. We are ready to carefully scale to the next level. The majority of funding will go towards marketing campaigns to grow sales, with additional working capital going towards Republic crowdfunding fees, R&D for recipe development, inventory investment, and onboarding new retail partners currently in our pipeline. We expect this round of funding to take us to a **\$3M annual run rate in sales**, at which point a Series A capital round will be possible.

## FUNDING — USE OF FUNDS

*ReThink*  
ICE CREAM

Funding Needed  
\$410,000

Crowd Safe  
Offering



## Founders

# George Haymaker, Founder & CEO

ReThink Ice Cream was born out of my addiction to alcohol and pain pills when years ago, as I stopped drinking alcohol, I started eating way too much ice cream as a substitute for the sugar found in alcohol. As I began to feel and show the effects of all this sugar, I realized I was transferring addictions, and had to do something about it. I looked around for a "healthier" ice cream, but couldn't find one that gave me anywhere near the same satisfaction as my favorite brand of traditional ice cream. I wanted to be healthier, but I didn't want to sacrifice on taste or texture. After not finding a healthier ice cream that I considered acceptable, I set about making my own, and wanted to share it with others.



Recovery from addiction and recovery from ice cream have a very important thing in common. In recovery, we seek to find comfort, joy and serenity. When we enjoy a great bowl of ice cream, we are also seeking an experience that brings us joy and comfort. There were things that happened to me earlier in life that made me uncomfortable in my own skin, and this is not uncommon for people that will go on to abuse substances. However, even as a child, I could always find comfort and joy in a bowl of decadent ice cream.

A key to finding serenity in recovery involves finding ways to help others, give back to communities, and become more harmonious with the world around us. It is this pursuit that will be my driving force for the rest of my life. I hope for ReThink to be the engine that allows me to help others on a larger scale than I otherwise would be able.

**I am an operations focused executive who recognized a gap in the ice cream market with a multi-billion dollar platform potential. My background includes four different start-up experiences in the last 30 years. My approach is to grow sales as rapidly as possible in order to reach break-even and cash flow stability quickly, all the while using an increase in scale as leverage to drive down costs and open up gross and net margins. I also know what I don't know, and am not afraid to bring in expertise where needed. I believe the best ideas should always win, and am not afraid to hear ideas contrary to my own, and incorporate the best ideas from wherever they come.**

In the last year, we have participated (or are currently participating) in the below-mentioned brand accelerator cohorts. These experiences have been invaluable as we evolve, finding better ways to serve our customers and run our business.



**Team**



George Haymaker

Founder



Kerin Kennedy

Mesh Food Labs - Recipe Development



Scott Bascia

Thrifty Ice Cream - Copacker



Serena Marzion

Owner - Marzion Marketing



Salleigh Knox

Sales Management - Organic Food Brokers

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## Perks

<b>\$250</b>	Social Media mention ReThink Tee Shirt Quarterly Investor Updates
<b>\$500</b>	Social Media mention ReThink Polo Shirt Quarterly Investor Updates
<b>\$1,000</b>	Social Media mention 1 Free Shipment of 8 pack Case ReThink Polo Shirt Quarterly Investor Updates
<b>\$2,500</b>	Social Media mention 2 Free Shipments of 8 pack case ReThink Polo Shirt Quarterly Investor Updates
<b>\$5,000</b>	Social Media mention 3 Free Shipments of 8 pack case Participation in New Flavor Development Council ReThink Polo Shirt Quarterly Investor Updates
<b>\$10,000</b>	Social Media mention 4 Free Shipments of 8 pack case Participation in New Flavor Development Council ReThink Ice Cream Yeti Cooler ReThink Polo Shirt Quarterly Investor Updates
<b>\$25,000</b>	Social Media mention 4 Shipments of 8 pack case Participation in New Flavor Development Council ReThink Ice Cream Yeti Cooler One on One Virtual Meeting with Founder ReThink Polo Shirt Quarterly Investor Updates

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## FAQ

**How do you make ReThink taste so good and creamy? It doesn't even taste like it's better for me?**

Without divulging all our secrets, our approach is to build back the creaminess we lose when we reduce sugar and fat (how we make the ice cream "healthier") with health supplements like collagen, fiber and protein.

**What is A2/A2 dairy and why is it tummy-friendly?**

Dairy intolerance became a widespread issue about 30 years ago when science caught up with dairy farming, and cows starting getting crossbred so that could provide more milk each day. As a consequence of this cross-breeding, many dairy cows acquired an additional casein protein called the A1 protein, which behaves differently in dairy than does the traditional A2 casein protein. The A1 protein does not digest as well in humans as does the A2 protein, and in many cases it can cause stomach discomfort, sometimes severe. There are dairy cows (called A2 cows) that produce dairy containing only the A2 protein. It is from these cows that ReThink ice Cream sources its dairy.

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**Wait, I thought it was lactose that was causing my stomach issues when I consumed dairy?**

It could be, but it could also just as likely be the A1 protein instead. You would have to get tested, or do a trial yourself, to know for sure. These are the two causes of stomach discomfort associated with dairy. That's why ReThink also makes the A2/A2 dairy it uses lactose-free - to make sure we resolve both causes of dairy intolerance.

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**Is ReThink also safe for diabetics?**

ReThink is much safer for diabetics than typical ice cream. This is because we use 70% less sugar than other premium ice creams, and the sweetener (organic agave) we use is low glycemic. Together, ReThink has a very low glycemic load, which is much safer for diabetics than a typical ice cream.

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**What makes ReThink unique and different from the other better for ice creams on the market?**

First and foremost, the taste and texture. ReThink prides itself on delivering the same great taste and creamy texture as other great premium dairy ice creams, but with lower calories and much lower sugar. Given that taste and texture are largely derived from butterfat and sugar, it is very difficult to create an authentic ice cream experience with a low fat, low sugar ice cream. That's our signature differentiator. Additionally, ReThink is the only completely tummy-friendly dairy ice cream (addressing both causes of dairy intolerance), is diabetic and keto friendly, and provides health supplements that consumers seek in their diets.

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**Is ReThink keto-friendly?**

Actually yes. While not as low in total carbs as a straight keto brand ice cream, you can enjoy a responsible serving of ReThink and stay in ketosis. This is not our primary target audience, but it's good to know that if you practice a keto diet, you can have a fantastic tasting and textured ice cream, and not blow your diet.