

possibly other regulations in the area in which you are interested in locating your Business and should consider both their effect and cost of compliance.

Your Nash + Tender Business will be subject to other laws and regulations, including state and local licensing, zoning and land use regulations. You must obtain real estate permits, where applicable, licenses and operational licenses. You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing minimum wages, employee tip reporting, overtime and working conditions. You will also be subject to other laws or regulations that are not specific to the industry, but which apply to businesses generally.

We do not assume any responsibility for advising you on regulatory or legal matters. You should consult with your attorney about laws and regulations that may affect your Nash + Tender Business.

ITEM 2 **BUSINESS EXPERIENCE**

Jimmy Isail Sierra – Co-Owner and Chief Executive Officer

Jimmy Isail Sierra is the Co-Owner and Chief Executive Officer and has been since Nash + Tender's formation in January 2021. Mr. Sierra is also the Owner and Chief Executive Officer of our Affiliate, Nash+Tender Limited Liability Co., located at 222 North El Dorado Street, Unit B1, Stockton, California 95202 and has been since 2019. Mr. Sierra was the Manager at Las Islitas and served in that capacity from 2014 to 2019.

Armando Rodriguez – Co-Owner and Chief Operating Officer

Armando Rodriguez Sierra is the Co-Owner and Chief Executive Officer and has been since Nash + Tender's formation in January 2021. Mr. Rodriguez is also the owner and Chief Operating Officer of our Affiliate, Nash+Tender Limited Liability Co., located at 222 North El Dorado Street, Unit B1, Stockton, California 95202 and has been since 2019. Mr. Rodriguez is the owner operator of Mariscos Las Islitas located in Galt, California and has been since January 2018. Mr. Rodriguez is the owner operator of Netillos Takos in Elk Grove, California and has been since February 2016. Mr. Rodriguez is the manager of Mariscos Las Islitas in Lodi, California and has been since October 2011.

ITEM 3 **LITIGATION**

In the Matter of: The Commissioner of Financial Protection and Innovation v. Nash + Tender Franchise LLC. On October 1, 2021, we entered into a Consent Order with the State of California based upon the fact that a prior Auditor who audited financial statements for this Disclosure Document had lost her licensure, which we did not know. We amended the Disclosure Document with new audited financial statements when we learned of these facts. Nonetheless, because we filed a Disclosure Document and Auditor's Consent with the audit from a CPA who had lost her licensure, California took the position that we filed an application to register a franchise with them

that failed to disclose and made a misstatement of material fact. We agreed to the Consent Order which required us to (1) not violate the California Franchise Investment Law in the future; (2) pay a \$2,500 penalty; and (3) make a post-effective amendment filing containing new audited financial statements, which we in fact had already undertaken at the time of entering into the Consent Order.

Other than the foregoing, No litigation is required to be disclosed in this Item.

ITEM 4 **BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

ITEM 5 I **INITIAL FEES**

Initial Franchise Fees

Nash + Tender Storefront Business Initial Franchise Fee

If you are purchasing a Nash + Tender Business, You must pay us an initial franchise fee (the “Initial Franchise Fee”) of \$25,000 when you sign the Franchise Agreement. The Initial Franchise Fee is deemed fully earned by us once paid and is non-refundable.

Nash + Tender Mobile Business Initial Franchise Fee

If you are purchasing a Nash + Tender Mobile Business, You must pay us an initial franchise fee (the “Initial Franchise Fee”) of \$15,000 when you sign the Franchise Agreement. The Initial Franchise Fee is deemed fully earned by us once paid and is non-refundable.

Training Fee

All managers of any Nash + Tender Business shall travel to our offices in California for an approximately two (2) week training prior to opening or operating any Business. The training fee for the initial Operating Principal, Manager, and three (3) others is free and training for other persons is \$250 per person, per day, not including any traveling, lodging, or other costs. This training is required only one (1) time per person and we reserve the right to pre-approve all individuals who seek to participate in our training program.

Opening Inventory

Before the Business opens, you must purchase from Nash + Tender and Approved Suppliers an initial inventory of required ingredients, the cost of which is non-refundable. The current initial inventory package includes any proprietary products of food and beverage supplies, spices, paper, plastic goods, and cleaning supplies (the “Opening Inventory”). The Opening Inventory will cost between \$6,000 and \$9,000 for a Nash + Tender Storefront Business and between \$3,000 and \$6,000 for a Nash + Tender Mobile Business.

Development Rights

Table 5
Projected Openings as of December 31, 2020

State	Franchise Agreement Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	6	0
Total	0	6	0

Attached as Exhibit D to this disclosure document is a list of the names, addresses and telephone numbers of our current franchised businesses. Also attached as Exhibit D to this disclosure document is a list of the names and city, state and last known business telephone number, of every franchisee who had an outlet terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the previous fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

If you buy a franchise from us, your contact information may be disclosed to other buyers when you leave the system.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses with us that would restrict them from speaking openly with you about their experience with us.

There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21 **FINANCIAL STATEMENTS**

Exhibit C to this Franchise Disclosure Document contains our audited financial statements as of March ~~31~~¹⁹, 2021. Our fiscal year end is December 31.

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission.

ITEM 22 **CONTRACTS**

Copies of all proposed agreements regarding the Nash + Tender franchise offering are included in Exhibit A. These include:

The Franchise Agreement and the following exhibits:

Exhibit A – Franchise Data Sheet