



OFFERING MEMORANDUM

facilitated by



Tempo, LLC

FORM C

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Purpose of This Form

A company that wants to raise money using Regulation Crowdfunding must give certain information to prospective investors, so investors will have a basis for making an informed decision. The Securities and Exchange Commission, or SEC, has issued regulations at 17 CFR §227.201 listing the information companies must provide. This form – Form C – is the form used to provide that information.

Each heading below corresponds to a section of the SEC's regulations under 17 CFR §227.201.

(A) Basic Information About the Company

Name of Company	Tempo, LLC
State of Organization	TN
Date of Formation	02/08/2017
Entity Type	Limited Liability Company
Street Address	2179 Nolensville Pike, Nashville Tennessee, 37211
Website Address	www.temponashville.com

(B) Directors and Officers of the Company

Key Person	Javier Solis
Position with the Company Title First Year	Owner 2018
Other business experience (last three years)	• Working Musician

Key Person	Yvonne Solis
Position with the Company Title First Year	Co-Manager and Co-Owner 2018
Other business experience (last three years)	• Customer Service Representative (Lakewood Church, 2012-2017) — led department in charge of large wholesale orders.

Key Person	Zylah Solis
Position with the Company Title First Year	Co-Owner 2018
Other business experience (last three years)	• Wholesale Buyer (Pangaea, 2016-2018) — Managed the shop's social media. Bought inventory for the store and helped with bookkeeping.

Key Person	Uriah Solis
Position with the Company Title First Year	Co-Owner and Manager 2018
Other business experience (last three years)	• Working Musician • Belmont University Student and Graduate 2013-2017

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

Name of Holder	% of Voting Power (Prior to Offering)
Javier Solis	25%
Yvonne Solis	25%
Zylah Solis	25%
Uriah Solis	25%

(D) The Company's Business and Business Plan

the opportunity

By investing in Tempo Nashville, you will support a family business that exists to serve the neighborhood by providing an inspiring and welcoming space where the community can have delicious coffee drinks and tasty Tex-Mex breakfast foods.

- Proven Demand - We've already identified a loyal customer base in the Woodbine and Fairgrounds neighborhoods in South Nashville within the year and a half that we have existed as a business.
- Competitive Advantage - We are one of the only coffee shops in the area that offers high quality coffee, espresso, food, an event space, customer service and a special family charm.
- Experienced Founders - Our founders, Javier, Yvonne, Zylah, and Uriah Solis, have spent decades in the music industry, and while that is different than the food and beverage industry, the music industry has taught Javier and Yvonne how to serve people and connect with people. The simple nature of breakfast and coffee provide a platform for this to happen with others.

Key performance indicators

- Average Monthly Revenue: \$20,452 (full year 2019)
- Average Ticket Size: \$10.29
- Profit Margin: 67.28%
- Sales per Square Foot: \$152.55
- Sales per Employee: \$16,272 per employee

from the founder

We are very excited for you to be a part of Tempo's next chapter. The Woodbine community is important to us and we plan to become a neighborhood mainstay where everyone is welcome and everyone can enjoy what we have to offer.

— Javier Solis

Offerings

DRINKS

Drip Coffee - \$3.00/\$3.50/\$4.00

Iced Coffee - \$4.00

Bottomless Coffee - \$5.50

Espresso - \$3.00

Americano - \$3.00

Macchiato - \$3.25

Cortado - \$3.50

Flat White/Cappuccino \$3.50

Latte - \$4.00

Flavored Latte - \$4.50

Cafe Sua Da - \$4.00

Tea - \$3.50

Horchata - \$4.00

Dirty Horchata - \$5.50

Chocolate Mexicano - \$4.00

Chai Latte - \$4.50

Dirty Chai - \$6.00

Bottled Drinks - \$2.50

Milk Alternatives - add \$1.00

FOOD

Chorizo + Egg Taco - \$3.00

Sausage + Egg Taco - \$3.00

Potato + Egg Taco - \$3.00

Bacon + Egg Taco - \$3.00

Potato + Chorizo Taco - \$3.00

Potato + Sausage Taco - \$3.00

Potato + Beans Taco - \$3.00

Potato + Onion & Bell Pepper Taco - \$3.00

Bean + Cheese Taco - \$2.50

Texas Scramble

2 eggs scrambled with onion, bell pepper, and your choice of protein, topped with cheese + a side of beans, potatoes, and two tortillas.

proteins : chorizo, sausage, bacon, extra egg, brisket (+2.00 limited quantity)

Additional tortilla - \$1.00

tex-mex flour tortilla or corn tortilla

our texas style flour tortilla are made to order, thank you for

your patience

Homemade salsa available upon request

Our Story

Tempo opened its doors for the first time in September 2018. The idea began years ago amongst our family as coffee and breakfast tacos have always been a staple in our home. Javier and Yvonne Solis, being musicians, also had music around the home at all times. So we all decided to combine music, coffee, and breakfast tacos into our business. It is warm and inviting, and immediately comforting. Tempo is an extension of our home.

In the press

- <https://www.thecoffeecompas.com/slow-down-at-tempo-in-nashville/>
- <https://www.nashvillescene.com/cheap-eats/article/21041563/cheap-eats-tempo-breakfast-special-8>
- <https://hoodline.com/2019/09/the-5-best-tex-mex-spots-in-nashville>
- <https://knowyourgrinder.com/best-heavy-duty-commercial-professional-coffee-grinders/>

(E) Number of Employees

The Company currently has 15 employees.

(F) Risks of Investing

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment. In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. Please review the [Educational Materials](#) for risks that are common to many of the companies on the MainVest platform.

These securities are offered under an exemption from registration under federal law. The U.S. Securities and Exchange Commission (the “SEC”) has not made an independent determination that these securities are exempt from registration. The SEC has not passed upon the merits of the securities or the terms of the offering, and has not passed upon the accuracy or completeness of the offering documents or literature.

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

Please refer to Appendix A for additional risks to consider when investing in this offering.

(G) Target Offering Amount and Offering Deadline

Target Offering Amount	\$50,000
Offering Deadline	April 18, 2020

If the sum of the investment commitments does not equal or exceed the Target Offering Amount as of the Offering Deadline, no securities will be sold in the offering, investment commitments will be canceled, and all committed funds will be returned.

(H) Commitments that Exceed the Target Offering Amount

Will the company accept commitments that exceed the Target Offering Amount?	Yes
What is the maximum you will accept in this Offering (it may not exceed \$1,070,000)?	\$107,000
If Yes, how will the company deal with the oversubscriptions?	We will accept subscriptions on a first-come, first-served basis.

(I) How the Company Intends to Use the Money Raised in the Offering

The Company is reasonably sure it will use the money raised in the offering as follows:

Use	Amount (Minimum)	Amount (Maximum)
Upgrade current space	\$47,000	\$100,580
Mainvest Compensation	\$3,000	\$6,420
TOTAL	\$50,000	\$107,000

(J) The Investment Process

To Invest

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

To Cancel Your Investment

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

Other Information on the Investment Process

- Investors may cancel an investment commitment until 48 hours prior to the Offering Deadline.
- MainVest will notify investors when and if the Target Offering Amount has been raised.
- If the Company reaches the Target Offering Amount before the Offering Deadline, it may close the offering early if it provides notice about the new Offering Deadline at least five business days before such new Offering Deadline, absent a material change that would require an extension of the offering and reconfirmation of the investment commitment.
- If an investor does not cancel an investment commitment before the 48-hour period before the Offering Deadline, the funds will be released to the Company upon closing of the offering and the investor will receive securities in exchange for his or her investment.

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

(K) Material Changes

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

Explanation

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

(L) Price of the Securities

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

(M) Terms of the Securities

Overview

The Company is offering “securities” in the form of revenue sharing notes, which we refer to as the “Notes.” Many of the terms of the Notes are set forth in a separate document called the Revenue Sharing Agreement. Copies of the Note and Revenue Sharing Agreement are attached to this Form C.

Summary of Terms

Revenue Percentage ¹	4.5 - 9.6% ²
Payment Deadline	2027-01-01
Maximum Payment Multiple ³ - Early Investors - All Other Investors	1.75 x 1.5 x
Sharing Start Date	The first day after disbursement that the company has revenues greater than one (\$1) dollar
First Payment Date	Thirty (30) days after the last day of the calendar quarter ending not less than Sixty (60) days after the sharing start date.
Seniority	Subordinated
Securitization	Unsecured
Accrual Rate	1.69%

¹ as further defined in the note agreement

² The rate of revenue sharing is calculated on a linear scale with a minimum rate of 4.5% and a maximum rate of 9.6% and is rounded to the nearest 1/10th percent. The final rate is based on the amount raised and is calculated after the offering has successfully closed. As the amount raised in the offering increases, the rate of revenue sharing increases. For example, a hypothetical offering could result in the following revenue sharing percentages, depending on the amount raised:

Amount Raised	Revenue Sharing Percentage
\$50,000	4.5%
\$64,250	5.8%
\$78,500	7.0%
\$92,750	8.3%
\$107,000	9.6%

³ To reward early participation, the investors who contribute the first \$25,000.0 raised in the offering will receive a 1.75x cap. Investors who contribute after \$25,000.0 has been raised in the offering will receive a 1.5x cap.

Your Right to Payments under the Note

Your right to payments under the Note is set forth in the Note, together with a separate document called the Revenue Sharing Agreement. Copies of the Note and Revenue Sharing Agreement are attached to this Form C. Additionally, general terms are outlined below and in the Company's offering page.

Obligation to Contribute Capital

Once you pay for your Note, you will have no obligation to contribute more money to the Company, and you will not be personally obligated for any debts of the Company. However, under some circumstances you could be required by law to return some or all of a distribution you receive from the Company.

No Right to Transfer

You should plan to hold the Notes until maturity. The Notes will be illiquid (meaning you might not be able to sell them) for at least four reasons:

- The Revenue Sharing Agreement prohibits the sale or other transfer of Notes without the Company's consent.
- If you want to sell your Note the Company will have the first right of refusal to buy it, which could make it harder to find a buyer.
- Even if a sale were permitted, there is no ready market for Notes, as there would be for a publicly-traded stock.
- By law, for a period of one year you won't be allowed to transfer the Investor Shares except (i) to the Company itself, (ii) to an "accredited" investor, (iii) to a family or trust, or (iii) in a public offering of the Company's shares.

Security

The Notes are not secured by any assets of the Company or any assets of persons associated with the Company.

Modification of Terms of Notes

The terms of the Notes and the Revenue Sharing Agreement may be modified or amended with the consent of Investors holding 50% of the Notes, measured by the total amount outstanding under each Note.

Other Classes of Securities

The Company has no outstanding securities.

Dilution of Rights

The Company has the right to create additional classes of securities, both equity securities and debt securities (e.g., other classes of promissory notes). Some of these additional classes of securities could have rights that are superior to those of the Notes. For example, the Company could issue promissory notes that are secured by specific property of the Company.

The People Who Control the Company

Each of these people owns 20% or more of the total voting power of the Company:

Name of Holder	% of Voting Power (Prior to Offering)
Javier Solis	25%
Yvonne Solis	25%
Zylah Solis	25%
Uriah Solis	25%

How the Exercise of Voting Rights Could Affect You

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

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

How the Notes are Being Valued

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

(N) The Funding Portal

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

(O) Compensation of the Funding Portal

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

(P) Indebtedness of the Company

The Company has no indebtedness outside of the debt the Company is expecting to raise through regulation crowdfunding on MainVest.

(Q) Other Offerings of Securities within the Last Three Years

The Company has not made any offerings with other third-party regulation crowdfunding companies in the past three years.

(R) Transactions Between the Company and "Insiders"

The Company has not made any business transaction, including stock purchases, salaries, property rentals, consulting arrangements, guaranties, etc.

(S) The Company's Financial Condition

Historical milestones

Tempo Nashville has been operating since September, 2018 and has since achieved the following milestones:

- Opened location in Nashville, TN.
- Achieved revenue of \$244,000 in 2019.
- Had Cost of Goods Sold (COGS) of \$79,840, which represented gross profit margin of 67.28% in 2019.

Historical financial performance is not necessarily predictive of future performance.

Forecasted milestones

Tempo Nashville forecasts the following milestones:

- Hire for the following positions by Spring 2020: Full-Time Kitchen Manager, Full-Time Bar Manager
- Achieve \$388,000 revenue per year by 2024.
- Achieve \$284,000 gross profit per year by 2024.

No other outstanding debt or equity

The capital raised through Mainvest will make up the entirety of the Tempo Nashville's fundraising. However, Tempo Nashville may require additional funds from alternate sources at a later date.

(T) The Company's Financial Statements

Please see Appendix B for historical financial statements.

Pro Forma Income Statement

In order to illustrate its future earning potential, the Company has provided a summary of its 5-year financial forecast. The forecast has been developed by the Company using reasonable best efforts based on their understanding of the industry and market they wish to enter. Please refer to Section (F) of this Offering Memorandum for a list of the risks associated with an investment in the company and utilizing any pro forma provided by the Company for making investment decisions.

Tempo Financial Forecast

		Growth Assumption				
		Year 1	Year 2	Year 3	Year 4	Year 5
Gross Sales		\$300,000	\$336,000	\$352,000	\$370,000	\$388,000
Revenue Growth Rate		n/a	12%	5%	5%	5%
Cost of goods sold	Revenue	\$79,840	\$89,421	\$93,892	\$98,586	\$103,516
Gross profit		\$220,160	\$246,579	\$258,108	\$271,414	\$284,484
OpEx						
Rent/Occupancy	No growth	\$49,200	\$49,200	\$54,000	\$54,000	\$54,000
Payroll	Custom Grow	\$117,125	\$152,125	\$152,125	\$152,125	\$152,125
Operating Supplies & Expe	Custom Grow	\$7,612	\$7,612	\$7,612	\$7,612	\$7,612
Smallwares / Glassware	Custom Grow	\$0	\$0	\$0	\$0	\$0
Paper Supplies	Custom Grow	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
POS Expenses	Custom Grow	\$1,428	\$1,428	\$1,428	\$1,428	\$1,428
Repairs & Maintenance	Custom Grow	\$1,812	\$1,812	\$1,812	\$1,812	\$1,812
Janitorial	Custom Grow	\$0	\$0	\$0	\$0	\$0
Electricity	Custom Grow	\$7,050	\$7,050	\$7,050	\$7,050	\$7,050
Gas	Custom Grow	\$720	\$720	\$720	\$720	\$720
Water / Sewer	Custom Grow	\$0	\$0	\$0	\$0	\$0
Trash	Custom Grow	\$600	\$600	\$600	\$600	\$600
Phone / Internet / TV	Custom Grow	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960
Total		\$190,707	\$225,707	\$230,507	\$230,507	\$230,507
Operating Profit		\$29,453	\$20,872	\$27,601	\$40,907	\$53,977

(U) Disqualification Events

The answer for the Company is No, none of the designated people committed any of the prohibited acts, ever.

Explanation

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

(V) Updates on the Progress of the Offering

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

(W) Annual Reports for the Company

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

(X) Our Compliance with Reporting Obligations

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

(Y) Other Information Prospective Investors Should Know About

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

Additional Information Included in the Form C

	Most recent fiscal year-end (tax returns)	Prior fiscal year-end (tax returns)
Total Assets	\$0.00	\$0
Cash & Cash Equivalents	\$0.00	\$9,580.57
Accounts Receivable	\$0	\$0.00
Short-term Debt	\$0.00	\$25,000.00
Long-term Debt	\$0	\$0
Revenues/Sales	\$0.00	\$0
Cost of Goods Sold	\$0.00	\$16,000.00
Taxes Paid	\$0.00	\$0.00
Net Income	\$0	\$0

Jurisdictions in which the Company intends to offer the securities:

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