

EXHIBIT C

Nash Holdings, Inc.

Subscription Agreement

Nash Holdings, Inc.
8666 Gaskin Road
Baldwinsville, NY 13027

Gentlemen and Ladies:

You have informed the undersigned (the "Purchaser") that Nash Holdings, Inc., a Wyoming corporation, (the "Company") wishes to raise a minimum of One Thousand Dollars (\$1,000) and a maximum of Twenty Million Dollars (\$20,000,000) from various persons by selling up to 80,000,000 shares of the Company's Series B Common Stock, \$0.001 par value (the "Shares"), at a price of 25 cents (\$0.25) per Share.

I have received, read, and understand the Limited Offering Memorandum dated February 1, 2014 (the "Memorandum"). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms and conditions of this Subscription Agreement, the Memorandum and the Bylaws of the Company. I understand that you will rely on the following information to confirm that I am an "Accredited Investor", as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and that I am qualified to be a Purchaser.

This Subscription Agreement is one of a number of such subscriptions for Shares. By signing this Subscription Agreement, I offer to purchase and subscribe from the Company the number of Shares set forth below on the terms specified herein. The Company reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of Shares allotted to me. If this offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to me. I understand that commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Shares will be deposited in an escrow account. The Company has set a minimum offering proceeds figure of \$1,000 for this Offering. The Company has established a Company Managed Investment Holding Account with Citizens Bank (Royal Bank of Scotland - Citizens Financial Group), into which the minimum offering proceeds will be placed. At least 4,000 Shares must be sold for \$1,000 before such proceeds will be released from the escrow account and utilized by the Company. After the minimum number of Shares are sold, all proceeds from the sale of Shares will be delivered directly to the Company and be available for its use.

1. Accredited Investor. I am an Accredited Investor because I qualify within one of the following categories:

Please Check The Appropriate Category

_____ \$1,000,000 Net Worth.

Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000. Except as provided in paragraph (2) of this section, for purposes of calculating net worth under this paragraph:

(i) The person's primary residence shall not be included as an asset;

(ii) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

_____ \$200,000/\$300,000 Income.

A natural person who had an individual income in excess of \$200,000 (including contributions to qualified employee benefit plans) or joint income with such person's spouse in excess of \$300,000 per year in each of the two most recent years and who reasonably expects to attain the same individual or joint levels of income (including such contributions) in the current year.

_____ Director or Officer of Issuer.

Any director or executive officer of the Company

_____ All Equity Owners In Entity Are Accredited.

An entity, (i.e. corporation, partnership, trust, IRA, etc.) in which all of the equity owners are Accredited Investors as defined herein.

_____ Corporation

A corporation not formed for the specific purpose of acquiring the Shares offered, with total assets in excess of \$5,000,000.

_____ Other Accredited Investor.

Any natural person or entity which qualifies as an Accredited Investor pursuant to Rule 501(a) of Regulation D promulgated under the Act; specify basis for qualification:

2. Representations and Warranties. I represent and warrant to the Company that:

(a) I (i) have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the Shares, (ii) can bear the economic risk of losing the entire amount of my investment in Shares, and (iii) have such knowledge and experience that I am capable of evaluating the relative risks and merits of this investment; (iv) the purchase of Shares is consistent, in both nature and amount, with my overall investment program and financial condition.

(b) The address set forth below is my true and correct residence, and I have no intention of becoming a resident of any other state or jurisdiction.

(c) I have not utilized the services of a "Purchaser Representative" (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced investor, capable of determining and understanding the risks and merits of this investment.

(d) I have received and read, and am familiar with the Offering Documents, including the Memorandum and the Corporate Bylaws. All documents, records and books pertaining to the Company and the Shares requested by me, including all pertinent records of the Company, financial and otherwise, have been made available or delivered to me.

(e) I have had the opportunity to ask questions of and receive answers from the Company's officers and representatives concerning the Company's affairs generally and the terms and conditions of my proposed investment in the Shares.

(f) I understand the risks implicit in the business of the Company. Among other things, I understand that there can be no assurance that the Company will be successful in obtaining the funds necessary for its success. If only a fraction of the maximum amount of the Offering is raised, the Company may not be able to expand as rapidly as anticipated, and proceeds from this Offering may not be sufficient for the Company's long term needs.

(g) Other than as set forth in the Memorandum, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Company and this Offering, and I am purchasing the Shares based solely upon my own investigation and evaluation.

(h) I understand that no Shares have been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions.

(i) The Shares for which I subscribe are being acquired solely for my own account, for investment and are not being purchased with a view to or for their resale or distribution. In order to induce the Company to sell Shares to me, the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but me.

(j) I am aware of the following:

(i) The Shares are a speculative investment which involves a high degree of risk; and

(ii) My investment in the Shares is not readily transferable; it may not be possible for me to liquidate my investment.

(iii) The financial statements of the Company have merely been compiled, and have not been reviewed or audited.

(iv) There are substantial restrictions on the transferability of the Shares registered under the Securities Act; and

(v) No federal or state agency has made any finding or determination as to the fairness of the Shares for public investment nor any recommendation or endorsement of the Shares;

(l) I have not distributed the Memorandum to anyone, no other person has used the Memorandum, and I have made no copies of the Memorandum; and

(m) I hereby agree to indemnify and hold harmless the Company, its officers, directors, and representatives from and against any and all liability, damage, cost or expense, including reasonable attorneys fees, incurred on account of or arising out of:

- (i) Any inaccuracy in the declarations, representations, and warranties set forth above;
- (ii) The disposition of any of the Shares by me which is contrary to the foregoing declarations, representations, and warranties; and
- (iii) Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (2) the disposition of any of the Shares.

(n) By entering into this Subscription Agreement, I acknowledge that the Company is relying on the truth and accuracy of my representations.

The foregoing representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to the Company and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to the Company, specifying which representations and warranties are not true and accurate and the reasons therefor.

3. Transferability. I understand that I may sell or otherwise transfer my Shares only if registered under the Securities Act or I provide the Company with an opinion of counsel acceptable to the Company to the effect that such sale or other transfer may be made in absence of registration under the Securities Act. I have no right to cause the Company to register the Shares. Any certificates or other documents representing my Shares will contain a restrictive legend reflecting this restriction, and stop transfer instructions will apply to my Shares.

4. Indemnification. I understand the meaning and legal consequences of the representations and warranties contained in Paragraph 2 hereof, and I will indemnify and hold harmless the Company, its officers, directors, and representatives involved in the offer or sale of the Shares to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.

5. Revocation. I will not cancel, terminate or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability

6. Termination of Agreement. If this subscription is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Company shall promptly return to me the funds delivered with this Subscription Agreement.

7. Miscellaneous.

(a) This Subscription Agreement shall be governed by and construed in accordance with the substantive law of the State of Nevada.

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

8. Ownership Information. Please print here the total number of Shares to be purchased, and the exact name(s) in which the Shares will be registered.

Total Shares: _____

Name(s): _____

_____ Single Person

_____ Husband and Wife, as community property

_____ Joint Tenants (with right of survivorship)

_____ Tenants in Common

_____ A Married Person as separate property

_____ Corporation or other organization

_____ A Partnership

_____ Trust

_____ IRA

_____ Tax-Qualified Retirement Plan

(i) Trustee(s)/ Custodian _____

(ii) Trust Date _____

(iii) Name of Trust _____

(iv) For the Benefit of _____

_____ Other: _____

(please explain)

Social Security or Tax I.D.#: _____

Residence Address:

Street Address

City State Zip

Mailing Address: (Complete only if different from residence)

Street Address

(If P.O. Box, include address for surface delivery if different than residence)

City State Zip

Phone Numbers

Home: (_____) _____

Business: (_____) _____

Facsimile: (_____) _____

Regulation D Rule 506(c) Investor Verification Standards and Protocols

In purchasing securities through this Offering, the Company is obligated to verify your status as an accredited investor in accordance with Rule 501 of Regulation D. There are three primary methods the Company may employ to comply with the verification standards. Investors in this offering will need to provide the Company with verification that meets the standards and form using one or multiple methods as listed below:

Income. An issuer may verify an individual's status as an accredited investor on the basis of income by reviewing copies of any IRS form that reports net income, such as Forms W-2 or 1099 (which are typically filed by an employer or other third party payor), or Forms 1040 filed by the prospective purchaser (with non-relevant information permitted to be redacted). Under this method, the issuer must review IRS forms for the two most recent years and obtain a written representation from the prospective purchaser that he or she has a reasonable expectation of attaining the necessary income level for the current year. Where accredited investor status is based on joint income with the person's spouse, the IRS forms and representation must be provided with respect to both the purchaser and the spouse.

Net Worth. Under this method, an issuer would need to review bank or brokerage statements or third-party appraisal reports to verify the purchaser's assets and a credit report to verify liabilities, in each case dated within the prior three months, and would need to obtain a written representation from the prospective purchaser that all liabilities have been disclosed. Where accredited investor status is based on joint net worth with the person's spouse, the asset and liability documentation and representation must be provided with respect to both the purchaser and the spouse.

Reliance on Determination by Specified Third Parties. An issuer is deemed to satisfy the verification requirement if the issuer obtains a written confirmation from a registered broker-dealer, an SEC-registered investment adviser, a licensed attorney, or a certified public accountant that within the prior three months such person or entity has taken reasonable steps to verify that the purchaser is an accredited investor and has determined that the purchaser is an accredited investor. While these are the only categories of third parties that the issuer is entitled to rely on without further steps, the SEC release notes that in appropriate circumstances an issuer may be entitled to rely on a similar confirmation by a third party that is not in one of these categories if the issuer has a reasonable basis to rely on such verification.

Existing Accredited Investors. If a person purchased securities as an accredited investor in a previous Rule 506(b) offering by the issuer (i.e., made without general solicitation) and continues to hold such securities, the issuer may continue to treat such person as an accredited investor if it obtains a certification by the person at the time of the Rule 506(c) sale that he or she qualifies as an accredited investor. However, this method is only available if the previous Rule 506(b) offering was made before the effective date of Rule 506(c).

Bad Actor Amendments to Rule 506

The "bad boy" provisions have been added as a new paragraph (d) to Rule 506. These provisions disqualify an offering from utilizing the Rule 506 exemption from registration if certain persons related to the issuer or the offering have engaged in specified "bad acts." The disqualification provisions apply to offerings under Rule 506(b) and Rule 506(c). Covered Persons. The disqualification provisions apply to the following categories of persons ("covered persons"):

The issuer, any predecessor of the issuer, and any affiliated issuer.

- Directors of the issuer.
- Executive officers of the issuer, as well as other officers of the issuer who participate in the offering. The release indicates that "participation" in the offering refers to more than incidental involvement, and could include involvement in due diligence, preparation of disclosure documents, and communications with prospective investors or other participants in the offering process.
- General partners and managing members of the issuer.
- Any beneficial owner of 20% or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.
- Promoters connected with the issuer in any capacity at the time of the sale. (The term "promoter" is defined in Rule 405 to mean anyone who, alone or together with others, directly or indirectly takes initiative in founding the business, or who in connection with the founding of the business receives 10% or more of a class of issuer securities or 10% or more of the proceeds from the sale of a class of issuer securities.)
- Any person being paid (directly or indirectly) for soliciting purchasers in the offering (as well as such person's general partners and managing members, and the directors, executive officers, other officers participating in the offering, general partners, and managing members of the solicitor or its general partner or managing member).
- Investment managers of issuers that are pooled investment funds (as well as such investment manager's general partners and managing members, and the directors, executive officers, other officers participating in the offering, general partners, and managing members of such investment manager or its general partner or managing member).

Disqualifying Events. Rule 506 is unavailable if any covered person has engaged in any of the following disqualifying events, unless either the SEC or the court or regulatory body that issued the relevant order determines that disqualification is not necessary in the particular circumstances and grants a waiver of disqualification. In addition, even if there is a disqualifying event, an offering will not lose the Rule 506 exemption if the issuer can establish that it did not know, and in the exercise of reasonable care based on factual inquiry could not have known, that a disqualification existed.

- **Criminal Convictions.** An offering is disqualified if any covered person was convicted of a misdemeanor or felony (i) in connection with the purchase or sale of a security, (ii) involving the making of a false filing with the SEC, or

(iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities. A conviction is disqualifying only if it occurred within five years before the Rule 506 sale in the case of the issuer, its predecessor, or an affiliated issuer, and ten years before the Rule 506 sale in the case of all other covered persons.

- **Court Injunctions and Restraining Orders.** An offering is disqualified if any covered person is subject to a court order entered into within five years before the Rule 506 sale that restrains such person from engaging in any conduct or practice (i) in connection with the purchase or sale of a security, (ii) involving the making of a false filing with the SEC, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities. A court order is not a disqualifying event if either it was entered into more than five years before the offering (even if it remains in effect at the time of the offering) or if the court order is no longer in effect at the time of the offering (even if entered into within the five-year period).
- **Final Orders of Regulators.** An offering is disqualified if any covered person is subject to a final order (including a settlement order) of a state securities regulator, federal or state banking regulator, state insurance regulator, or the CFTC that (i) at the time of the Rule 506 sale bars the person from associating with an entity regulated by such regulator; engaging in the business of securities, insurance, or banking; or engaging in savings association or credit union activities; or (ii) is based on a violation of a law or regulation that prohibits fraudulent, manipulative or deceptive conduct and was entered into within ten years before the Rule 506 sale. Bars are disqualifying for as long as they are in effect, regardless of how long ago they were ordered. By contrast, final orders covered in clause (ii) cease to be disqualifying ten years after their entry.
- **SEC Disciplinary Orders.** An offering is disqualified if any covered person is subject to an SEC order under specified provisions of the securities laws that, at the time of the Rule 506 sale, (i) suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, or investment adviser; (ii) places limitations on the activities, functions, or operations of such person; or (iii) bars such person from being associated with any entity or from participating in an offering of penny stock. Disqualification continues for as long as some act is prohibited or required to be performed pursuant to the order. As a result, there is no cut-off date if the order involves a permanent prohibition. However, if the order calls for performing a specific act (such as paying a penalty), the order is no longer disqualifying once the required act has been fully performed.
- **SEC Cease-and-Desist Orders.** An offering is disqualified if any covered person is subject to an SEC order entered into within five years before the Rule 506 sale that orders the person to cease and desist from committing or causing violations or future violations of (i) any scienter-based anti-fraud provision of the federal securities laws, or (ii) Section 5 of the Securities Act.
- **Suspension or Expulsion from SRO Membership or Association with an SRO Member.** An offering is disqualified if any covered person is suspended or expelled from membership in, or suspended or barred

from association with, a stock exchange or other self-regulatory organization for conduct inconsistent with just and equitable principles of trade.

- **SEC Stop Orders.** An offering is disqualified if any covered person was an issuer or underwriter of an offering which, within five years of the Rule 506 sale, was subject to an SEC stop order or order suspending Regulation A exemption, or is, at the time of the sale, the subject of an investigation or proceeding to determine whether such an order should be issued.

US Postal Service False Representation Orders. An offering is disqualified if any covered person is subject to a US Postal Service false representation order entered into within five years before the Rule 506 sale, or is, at the time of the sale, subject to an injunction or temporary restraining order with respect to conduct alleged to constitute a scheme for obtaining money or property through the mail by means of false representation.

The proposal would require private funds (such as hedge funds, venture capital funds, and private equity funds) to include an additional legend on written solicitation materials disclosing that the securities offered are not subject to the protections of the Investment Company Act.[36] In addition, if the written general solicitation materials include performance data, then the private funds would also be required to disclosure that[37]:

- Performance data represents past performance;
- Past performance does not guarantee future results;
- Current performance may be different than the performance data presented;
- The private fund is not required by law to follow any standard methodology when calculating and representing performance data; and
- The performance of the fund may not be directly comparable to the performance of other private or registered funds.

The securities may be sold only to accredited investors;

- The securities are being offered in reliance on an exemption from the registration requirements, and therefore are not required to comply with certain specific disclosure requirements;
- The Commission has not passed upon the merits of or approved the securities, the terms of the offering, or the accuracy of the materials;
- The securities are subject to transfer restrictions; and
- Investing in securities involves risk and investors should be able to bear the loss of their investment.

Note: Nash Holdings, Inc. will not offer securities in the state of South Carolina

9. Date and Signatures. Dated _____, 20____

Signatures

Purchaser Name (Print)

(Each co-owner or joint owner must sign - Names must be signed exactly as listed under "Purchaser Name")

ACCEPTED:

Nash Holdings, Inc.

By: _____

Dated: _____, 20____

Robert Nash, President
President

Nash Holdings, Inc.

Investor Suitability Questionnaire

To: Prospective purchasers of Shares of Series B Common Stock (the "Shares") offered by Nash Holdings, Inc. (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Shares. This questionnaire is not an offer to sell securities.

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Shares.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____
2. Address of Principal Residence: _____
_____ County: _____
3. Residence Telephone: (_____) _____
4. Where are you registered to vote? _____
5. Your driver's license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1)_____ Residence Address (as set forth in item A-2)

(2)_____ Business Address (as set forth in item B-1)

8. Date of Birth:_____

9. Citizenship:_____

10. Social Security or Tax I.D. #:_____

B. Occupations and Income

1. Occupation:_____

(a) Business Address:_____

(b) Business Telephone Number: (_____)_____

2. Gross income during each of the last two years exceeded:

(1)_____ \$25,000

(2)_____ \$50,000

(3)_____ \$100,000

(4)_____ \$200,000

This PPM is not to be distributed or duplicated.

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1)____Yes

(2)____No

4. Estimated gross income during current year exceeds:

(1)____\$25,000

(2)____\$50,000

(3)____\$100,000

(4)____\$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1)____Yes

(2)____No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities. Except as provided in paragraph (2) of this section, for purposes of calculating net worth under this paragraph:

(i) The person's primary residence shall not be included as an asset;

(ii) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability, excluding the fair market value less any mortgage liability, of your principal residence.

(1)____\$50,000-\$100,000 (2)____\$100,000-\$250,000 (3)____\$250,000-\$500,000

(4)____\$500,000-\$750,000 (5)____\$750,000-\$1,000,000 (6)____over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$150,000 in Shares, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor:

Signature

Date:_____, 20____

Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)