

# FRANCHISE DISCLOSURE DOCUMENT



A-1 Concrete Leveling, Inc.  
An Ohio Corporation  
388 S. Main Street, Suite 402B  
Akron, Ohio 44311  
(888) 675-3835  
[franchising@a1concrete.com](mailto:franchising@a1concrete.com)  
<http://www.a1concrete.com>

A-1 Concrete Leveling, Inc. grants franchises for concrete leveling and foundation repair businesses that provide concrete leveling and foundation repair services to residential and commercial customers.

The initial investment necessary to begin operation of an A-1 Concrete Leveling franchise ranges from \$124,280 to \$244,360. This includes \$50,000 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Robert Rasnick at 388 S. Main Street, Suite 402B, Akron, Ohio 44311, (888) 675-3835, [franchising@a1concrete.com](mailto:franchising@a1concrete.com).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: June 1, 2025

## INDIANA STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit B for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

THE FRANCHISE AGREEMENT STATES THAT OHIO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: June 1, 2025

## MINNESOTA STATE COVER PAGE

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

NEW YORK STATE COVER PAGE

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

**You must make minimum royalty, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.**

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only A-1 Concrete Leveling business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be an A-1 Concrete Leveling franchisee?</b>	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit B.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio than in your own state.
2. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

## TABLE OF CONTENTS

Item	Page
1. The Franchisor, and Any Parents, Predecessors, and Affiliates	1
2. Business Experience	3
3. Litigation	4
4. Bankruptcy	5
5. Initial Fees	6
6. Other Fees	7
7. Estimated Initial Investment	9
8. Restrictions on Sources of Products and Services	11
9. Franchisee's Obligations	13
10. Financing	14
11. Franchisor's Assistance, Advertising, Computer Systems and Training	15
12. Territory	20
13. Trademarks	22
14. Patents, Copyrights, and Proprietary Information	24
15. Obligation to Participate in the Actual Operation of the Franchise Business	25
16. Restrictions on What the Franchisee May Sell	26
17. The Franchise Relationship	27
18. Public Figures	30
19. Financial Performance Representations	31
20. List of Outlets and Franchisee Information	32
21. Financial Statements	37
22. Contracts	38
23. Receipts	39

## EXHIBITS

EXHIBIT A - LIST OF AGENTS FOR SERVICE OF PROCESS	40
EXHIBIT B - LIST OF STATE ADMINISTRATORS	42
EXHIBIT C - LICENSE AND FRANCHISE AGREEMENT	44
EXHIBIT D – CONFIDENTIALITY AGREEMENT	80
EXHIBIT E - TABLE OF CONTENTS TO OPERATIONS MANUAL	82
EXHIBIT F - LIST OF FRANCHISES	84
EXHIBIT G - FINANCIAL STATEMENTS	88
EXHIBIT H - STATE ADDENDUM	89
EXHIBIT I - RECEIPT	93

## Item 1

### **The Franchisor, and Any Parents, Predecessors, and Affiliates**

To simplify the language, this disclosure document uses “we,” “us,” or “our” to mean A-1 Concrete Leveling, Inc., the franchisor. “You” means the individual, corporation, or other entity that buys an A-1 Concrete Leveling franchise.

#### The Franchisor

We do business under the name A-1 Concrete Leveling. Our principal business address is 388 S. Main Street, Suite 402B, Akron, Ohio 44311. We are an Ohio corporation that was incorporated on January 13, 1993. We do not conduct business under any other name. Our business is limited to offering the franchises that are described in this Disclosure Document. We do not offer franchises or engage in any other line of business, nor have we done so prior to the date of this Disclosure Document. We began franchising concrete leveling and foundation repair businesses in April 1993. We have never conducted a business of the type to be operated by you. Our President has conducted a business of the type to be operated by you for 10 years.

Our agent for service of process is disclosed in Exhibit A.

#### Our Parent, Predecessors and Affiliates

We do not have a parent or predecessor.

Our affiliate is A-1 Services Corporation (“ASC”). ASC is an Ohio corporation that was formed on January 28, 1997. ASC began offering printed materials and parts/equipment used in concrete leveling and foundation repair businesses to our franchisees in January 1997, and began offering web hosting services to our franchisees in July 2021. ASC has not offered franchises for concrete leveling and foundation repair services or any other business, and has not engaged in any other business. ASC’s principal business address is 388 S. Main Street, Suite 402B, Akron, Ohio 44311.

#### The Franchise Offered

A-1 Concrete Leveling businesses are concrete leveling and foundation repair businesses that offer concrete leveling and repair services, caulking, cleaning and sealing of concrete slabs, masonry repair, straightening and reinforcing of basement and structural walls, and straightening and piecing of chimneys, columns, and other structural members to commercial and residential customers (collectively, “System”). The businesses are identified by certain trade names, service marks, trademarks, logos, emblems, and indicators of origin, such as “A-1 Concrete Leveling” (“Proprietary Marks”). We will refer to businesses which use our System and Proprietary Marks as “Business(es).”

If we offer a franchise to you (we will refer to an individual, partnership, limited liability company, or corporation as “you”), you will sign a franchise agreement (“Franchise Agreement”) which will grant you the right to establish and operate a Business in a territory approved by us and specified in the Franchise Agreement.

The Business is principally conducted with field operations conducted from a mobile leveling unit, which is transported to the customer's location for the provision of Services. You may operate the Business from a commercial location with an office, truck garage, and material storage space, or you may also operate the Business as a home-based business, provided that you have sufficient storage space for the mobile leveling unit and other supplies and materials used in the Business. It is not necessary to maintain an office for the business within your territory. The concrete leveling and foundation repair market is well established and very competitive. Likely sources of competition to the Business include foam leveling companies and mud jacking companies that offer alternative methods of concrete leveling, and concrete companies that offer tear out and replacement of sunken concrete.

### Industry Specific Regulations

You must follow federal, state, and local regulations about providing concrete leveling and foundation repair services, including Occupational Safety and Health Administration, or OSHA, requirements and federal and state Department of Transportation guidelines for your leveling unit, where applicable. Some locations require a contractor's license in order to operate a concrete leveling business, which may include bonding requirements. You may be required to obtain this license and post a bond prior to performing work within certain municipalities.

## Item 2

### Business Experience

#### Robert Rasnick, President and Chief Executive Officer

Mr. Rasnick has been our Chief Executive Officer, and has also served as a director, since April 1, 2021, with a business address of 2010 Woodland Court, Jeffersonville, Indiana 47130. He has also served as our President since January 1, 2023. He previously served as our Chief Technical Officer from May 15, 2014 through April 1, 2021. He has also been President of R and R Leveling, LLC, a Jeffersonville, Indiana based franchisee of ours, since February 9, 2015.

#### Dallas W. Johnson, Chief Operations Officer

Mr. Johnson has been our Chief Operations Officer, and has also served as a director, since April 1, 2021, with a business address of 388 S. Main Street, Suite 402, Akron, Ohio 44311. He has also served as Legal Administrator for Hanna Rasnick Evanchan Palmisano Hobson & Fox, LLC, an Akron, Ohio based law firm, since October 1, 2002.

#### Dale Pease, Director of Marketing and Communications

Mr. Pease has been our Chief Franchise Officer since January 1, 2025, with a business address of 5269 Meadow Park Drive, Kent, Ohio 44240. He previously served as our Director of Marketing and Communications from January 1, 2019 through December 31, 2024. He also served as President of Walking Stick Communications, Inc., a Kent, Ohio based graphic design, marketing and advertising firm, from March 1, 1996 through December 30, 2022.

### **Item 3**

#### **Litigation**

No litigation is required to be disclosed in this item.

**Item 4**

**Bankruptcy**

No bankruptcy information is required to be disclosed in this item.

## **Item 5**

### **Initial Fees**

The initial franchise fee for a Business is \$50,000 and is payable to us in a lump sum at the time you sign the Franchise Agreement. There are no refunds of the franchise fee. This fee is used to pay the costs of training and opening assistance provided to you. The initial franchise fee is uniform for all franchisees.

We do not offer financing for any part of the initial franchise fee.

## Item 6

### Other Fees

<b>Type of fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee	Six Percent (6%) of Gross Receipts, subject to applicable discounts. Minimum annual payment of \$18,000 per year.	Payable monthly on 15th of the month for the previous month's Gross Receipts, subject to applicable discounts	See Note 1
Contributions to Brand Fund	One Percent (1%) of Gross Receipts	Payable monthly on the 15th of the month for the previous month's Gross Receipts	See Item 11 for additional details about the Brand Fund
Additional Training	Actual expenses incurred by Us	30 days after billing	Training for up to 2 people is included in the Initial Fee – see Item 11 and Note 2
Transfer	\$7,500	Prior to completing transfer	Payable when you sell your franchise. No charge if franchise is transferred to a legal entity which you control.
Audit by Us	Cost of audit	On demand	Payable if the audit reveals an understatement of Gross Sales or Gross Receipts of 3% or more
Interest on Overdue Payments	Lesser of 18% per year or maximum rate permitted by law	On demand	Payable on amounts overdue by 15 days or more
Late Payment Administrative Charge	\$100	On demand	Payable on amounts overdue by 15 days or more
Reimbursement of Monies Paid by Us on Your Behalf	Actual amount advanced by Us	15 days after we request reimbursement	Covers the cost of insurance and other payments you fail to make which we make on your behalf
Costs and Attorneys' Fees	Actual amount paid by Us	On demand	You must reimburse Us for our expenses in enforcing or

Type of fee	Amount	Due Date	Remarks
			terminating the Franchise Agreement
Indemnification	Actual amount paid by Us	On demand	You must reimburse Us and pay our attorneys' fees if we are held liable for claims arising from your actions

NOTES:

1. Gross Receipts means all revenue received from the operation of the Business, whether for work done inside or outside of your territory, whether for cash or credit, and regardless of collection in the case of credit, less any actual sales taxes or other taxes collected from your customers for transmittal to the appropriate taxing authority. You must submit monthly Gross Sales and Gross Receipts reports to us no later than the 5th day of each month for the prior month's sales. We will then automatically debit your bank account for the Royalty Fee due that month on the 15th day of each month. Provided that you are timely with the submission of all reports and payments due to us during the current year, and no prior year reports or payments are overdue, the Royalty Fee will be reduced to five percent (5%) for Gross Receipts over \$500,000 in a calendar year, four percent (4%) for Gross Receipts over \$1,000,000 in a calendar year, and three percent (3%) for Gross Receipts over \$1,500,000 in a calendar year. Should you fail to submit a report by the due date, we have the right to automatically debit your bank account for a Royalty Fee based on the highest Gross Receipts amount reported by you for any month in the preceding 36 months. Your minimum annual Royalty Fee payments for your franchise, beginning in your second full calendar year of operations, is the aggregate amount of \$18,000. You must pay minimum royalty payments, according to the payment schedule in the Franchise Agreement. Late payments are subject to an administrative fee of \$100 plus interest at the rate of 18% per annum (or the maximum rate permitted by applicable law, if lower).

2. You must pay our out of pocket costs for providing additional training provided to you or your employees after you are open for business. We charge \$300 per day for additional training, which is used to compensate our training staff.

3. All fees are non-refundable.

## Item 7

### Estimated Initial Investment

Type of Expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee <sup>1</sup>	\$50,000	Lump Sum	When the Franchise Agreement is signed	Us
Real Property, whether purchased or leased <sup>2</sup>	\$3,600 to \$13,500	Lump Sum and Monthly	Prior to Opening & During Initial Operations	Landlord, Contractors, Subcontractors
Equipment, fixtures, improvements <sup>3</sup>	\$37,500 to \$115,000	Lump Sum	Prior to Opening	Suppliers
Security deposits, fees and licenses <sup>4</sup>	\$700 to \$1,000	Lump Sum	Prior to Opening	Utilities and government agencies
Insurance <sup>5</sup>	\$1,500 to \$3,000	Monthly, Quarterly, or Annually	Prior to Opening	Insurance Company
Travel Expenses during Training <sup>6</sup>	\$0 to \$3,000	As Incurred	During Training	Airlines, Hotels & Restaurants
Grand opening advertising <sup>7</sup>	\$0 to \$2,500	As Incurred	As Incurred	Media, Utilities, etc.
Office Equipment	\$2,000 to \$4,500	Lump Sum	Prior to Opening	Suppliers
Software Fee	\$780 to \$1,260	Lump Sum and Monthly	Prior to Opening	Suppliers
Uniforms	\$200 to \$600	Lump Sum	Prior to Opening	Suppliers
Opening Inventory	\$600 to \$1,000	Lump Sum	Prior to Opening	Suppliers
Additional Funds - 3 months <sup>8</sup>	\$27,400 to \$49,000	As Incurred	As Incurred	Employees, suppliers, utilities, etc.
<b>Total</b>	<b>\$124,280 to \$244,360</b>			

Notes:

1. The franchise fee is not refundable. Please refer to Item 5 for details. We do not offer financing for any part of the franchise fee or the initial investment. Please refer to Item 10 for additional details.

2. If you do not own adequate commercial space, you must purchase or lease space to store the leveling unit and materials used in the Business. Typical locations are landscape supply companies, who can often supply lime aggregate material to you. The typical Business location has 14,500 – 15,000 square feet of land. Rent is estimated to be \$3,600 to \$13,500 per year. The lease amount will vary widely depending on local market conditions and your location within the market. This estimate does not include any security deposit that may be required by the landlord.
3. This payment is generally made to an automobile or truck dealership for the lease or purchase of one cab and chassis rated at 18,000-25,999 GVW or higher, upon which will be mounted one mobile concrete leveling unit. The cost to purchase or lease this vehicle varies based on make, model and year. This estimate also includes the cost of a personal computer to conduct business operations, which is estimated at \$450 - \$650.
4. Permit and license fees include security deposits, business license fees, and sales tax permits, if required. Charges vary widely by community. Certain jurisdictions impose very high fees. Security deposits generally are required by utilities, the landlord, and equipment lessors, if any. Amounts will vary depending upon the provisions of various leases, utilities' policies, and your credit rating.
5. This estimate covers three months of general business liability insurance premiums for the minimum required coverage.
6. Please refer to Item 11 for details. This estimate is per attendee at our formal training program.
7. We recommend, but do not require, that you conduct a grand opening marketing campaign when you first begin business. Please refer to Item 11 for details.
8. You will need capital to support ongoing expenses, such as payroll, advertising and marketing, replenishing supplies, interest/principal repayments, and utilities, to the extent that Gross Sales does not cover these costs. The need for additional funds will vary widely among franchisees. New businesses usually generate a negative cash flow. We estimate that the amount given will be sufficient to cover on going expenses for the startup phase of the Business, which we calculate to be 3 months. This is only an estimate, however, and we cannot assure you that you will not need additional funds during or after the startup phase of the Business. When making this estimate, we relied upon the experience of our previously opened franchised Businesses.

## Item 8

### Restrictions on Sources of Products and Services

You must operate your Business in strict conformance with our methods, standards and specifications which we prescribe in our confidential operations manual (“Manual”). The Manual covers nearly all aspects of your Business’ operation.

You must purchase items used in your Business solely from suppliers who have been approved by us for the items for which we have selected approved suppliers. If we have not approved a supplier for an item, but have issued specifications for the item, you may purchase the item from any supplier whose product conforms to the specifications. We approve suppliers who can demonstrate to our continuing reasonable satisfaction their ability to meet our reasonable standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who we have approved in the Manual or otherwise in writing and not thereafter disapproved. If you want to purchase any item from a supplier other than a supplier who we have selected as an approved supplier for the item, you must submit a written request for approval to us, together with evidence of conformity with our supplier approval policies as we may reasonably require, or you may ask the supplier to do so. We have the right to inspect and evaluate the supplier’s facilities and items to be supplied, and you must pay all of our reasonable expenses of doing so. We will make a decision about approving a supplier within 30 days of receipt of the information set out in this paragraph. We do not receive revenue, rebates, or other material consideration from any supplier based on required purchases or leases.

As of January 1, 2025, we are not an approved supplier, and we do not sell any of these items. In the year ending December 31, 2024, our total revenues from the sale of these items to franchisees was \$0.00, which represents 0.0% of all of our revenue for the year ending 2024. We reserve the right to become an approved supplier.

Our affiliate, ASC, is an approved supplier of service mark decals, signs, letterhead, invoices, piers and related leveling and foundation repair equipment. In the year ending December 31, 2024, ASC’s total revenues from all required purchases and leases was \$120,276, which represents 96% of all of ASC’s revenue for the year ending 2024. The cost of purchasing these items in accordance with specifications represents less than 1% of your total purchases in connection with the establishment of your business, and less than 1% of your total purchases in the on-going operation of your business. ASC only receives revenue from the direct sale to franchisees, and does not receive rebates, or other material consideration from any other supplier based on required purchases or leases.

You must purchase your concrete leveling units from our affiliate, ASC. ASC is the only approved supplier of this equipment, which is protected in part by patents. In the year ending December 31, 2024, ASC’s revenues from the sale of concrete leveling units to franchisees was approximately \$0.00. The concrete leveling unit which you must purchase to begin operations represents 27 to 52% of your overall purchases in connection with the establishment of your business. You should not need additional concrete leveling units in the on-going operation of your business unless you wish to expand your operation. However, should you decide to add additional concrete leveling

units, the purchase of each additional unit represents 10 to 15% of your overall purchases in the on-going operation of your business, during the year in which the additional unit is purchased.

In the fiscal year 2024, we had total revenue of \$1,155,411.

If you operate the Business premises under a lease, you must, before signing the lease, submit it to us for our written approval. Your lease must contain certain provisions that are set forth in Section 20.1.3 of the Franchise Agreement. Our approval of your lease will not be deemed to be an endorsement by us of the legal or business terms of the lease.

The insurance you obtain for the Business must conform to our minimum standards for coverage and amount which are set forth in the Franchise Agreement and Manual, and must be provided by insurers acceptable to us.

Except as listed above, neither we nor our affiliates received any revenue from required purchases and leases of products and services.

As of January 1, 2025, we do not have any purchasing or distribution cooperatives.

We must approve all of your marketing materials before you use them. Please see Item 11 for details.

We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors considered are compliance with the requirements described above.

## Item 9

### Franchisee's Obligations

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.**

<b>Obligation</b>	<b>Section in agreement</b>	<b>Disclosure document item</b>
a. Site selection and acquisition/lease	Article XVIII	Items 7 and 11
b. Pre-opening purchases/leases	Article IV	Item 8
c. Site development and other pre-opening requirements	Article IV	Items 6, 7 and 11
d. Initial and ongoing training	Article IV	Item 11
e. Opening	Article IV	Item 11
f. Fees	Articles IX & X	Items 5 and 6
g. Compliance with standards and policies/Operations Manual	Article XV	Items 11 and 14
h. Trademarks and proprietary information	Articles II & III	Items 13 and 14
i. Restrictions on products/services offered	Article VII	Item 16
j. Warranty and customer service requirements	None	None
k. Territorial development and sales quotas	Article III	Items 6 and 12
l. Ongoing product/service purchases	Article III	Item 8
m. Maintenance, appearance and remodeling requirements	None	None
n. Insurance	Article XIII	Item 7
o. Advertising	Article V	Items 6 and 11
p. Indemnification	Article XIII	Item 6
q. Owner's participation/management/staffing	None	None
r. Records/reports	Article VI	Items 19 and 21
s. Inspections/audits	Article VI	Items 6 and 7
t. Transfer	Article XXI	Item 17
u. Renewal	Article XIV	Item 17
v. Post-termination obligations	Articles XV & XIX	Item 17
w. Non-competition covenants	Article XV	Item 17
x. Dispute Resolution	Article XX	Item 17
y. Other (describe)	None	None

## **Item 10**

### **Financing**

Neither we nor our affiliates offer direct or indirect financing. Neither we nor our affiliates guarantee your note, lease, or other obligation.

## Item 11

### Franchisor's Assistance, Advertising, Computer Systems and Training

Except as listed below, we are not required to provide you with any assistance.

#### Pre-Opening Obligations

1. Designate your exclusive territory. (Franchise Agreement - Article XVIII)
2. We will offer, at the time(s) and location(s) specified by us, a pre-opening training program for up to two people associated with you. (Franchise Agreement - Article IV). More detailed information about training appears in this Item 11 under the subheading "Training."
3. We will assist you in negotiating a lease. We do not provide assistance with conforming the premises to local ordinances and building codes, obtaining any required permits, and/or constructing, remodeling, or decorating the premises. We do not generally own the premises and lease it to you. (Franchise Agreement - Article IV)
4. We will assist you with obtaining equipment, signs, materials and supplies by providing you with an equipment list and a list of approved suppliers for proprietary items. We provide specifications for proprietary items through the online Operations Manual. We do not deliver or install these items. (Franchise Agreement – Article VII)
5. We will provide initial advisory assistance to you as we deem advisable. (Franchise Agreement Article IV)

#### Continuing Obligations

1. Develop new techniques of managing and operating the Business and provide you with information about developments. (Franchise Agreement - Article IV)
2. Provide you with access to our online Operations Manual which contains mandatory and suggested specifications, standards and procedures. We will provide you access to the manual for you to review prior to purchasing the franchise. This manual is confidential and remains our property. We will modify this manual, but the modification will not alter your status and rights under the Franchise Agreement. (Franchise Agreement - Article XI)
3. We offer assistance through information in the online Operations Manual for advertising for, interviewing, and hiring employees, and we offer training videos and other materials for employee training in the online Operations Manual. We also offer in-person employee training at designated facilities for a fee. (Franchise Agreement – Article IV)
4. Conduct periodic inspections of your operation of the Business. (Franchise Agreement - Article III)

5. Advise you by telephone, video conference, or email on business, operational or advertising matters. (Franchise Agreement - Article IV)

### Advertising

Except for expending the Brand Fund, we are not obligated to conduct advertising for the Business. We are not required to spend any amount on advertising in your territory.

### Local Advertising Cooperatives

We do not have, and do not intend to create, any advertising cooperatives.

### Local Advertising

Your own local marketing and promotional activities are crucial. Therefore, after your initial year in business, you must spend at least two percent (2%) of your Gross Receipts on local marketing and promotional activities. Required expenditures must be made on a continuing and reasonable basis throughout the year. You may develop advertising materials for your own use, at your own cost. We must pre-approve all of your local marketing and promotion and the manner in which you plan to implement it. To obtain approval, you must submit samples of the proposed materials and information and implementation plans. You may start using the materials unless we notify you within 7 days after we receive them that we disapprove their use. You may place advertising in digital, print, radio, or television media. We have the right at any time after you begin to use the material to prohibit further use, effective upon your receipt of written notice from us. (Franchise Agreement - Article V). Within 15 days of our request, you must provide us with information about the nature and amount of your local advertising expenditures.

We will provide you with a sub-page for your location on our website located at [www.a1concrete.com](http://www.a1concrete.com). You may not establish or use any computer web site for the Business without our prior written approval (which we may grant or deny in our sole discretion). If we approve it, you must operate the web site in accordance with the policies and standards set forth in the Operations Manual or otherwise in writing. We may require that you establish your website as part of any website we may establish. (Franchise Agreement - Article V). As of the date of this Franchise Disclosure Document, we have established a web site at [www.a1concrete.com](http://www.a1concrete.com).

We do not have a franchisee advertising council.

Within 90 days after you open your Business, we recommend that you prepare (at your expense and subject to our prior approval) and conduct an initial local marketing and promotional program for your Business.

### Brand Fund

We currently have a Brand Fund in effect. You must pay to us one percent (1%) of your Gross Receipts as a contribution to the Brand Fund. This is in addition to the two percent (2%) minimum local advertising requirement referenced in the prior section. Such payments are made monthly, together with your Royalty Fee payment. The Brand Fund is administered by us, and is not

separately audited, although it is included in our annual audited financial statements. We will use these funds as we deem best to promote the A-1 Concrete Leveling name and grow the business for the benefit of all A-1 Concrete Leveling locations. We will not use any part of these funds directly to solicit new franchise sales. However, expenditures related to website development may have an indirect impact on new franchise sales.

The Brand Fund was established in 2024, and is only applicable to new or renewed franchises taking effect after the establishment of the fund. Pre-existing franchises and any franchisor/affiliate-owned outlets do not contribute to the fund. Brand Fund advertising is principally accomplished through our in-house marketing and advertising staff.

In the year ending December 31, 2024, our revenue from the Brand Fund totaled \$31,533, and our expenditures from the Brand Fund totaled \$31,533. 18.5% of the Brand Fund was used for media placement (pay per click advertising), 1.5% of the Brand Fund was used for administrative expenses, and 80% of the Brand Fund was used for production of advertising materials (creation of broadcast advertising videos and customer engagement clips for social media platforms).

Annual financial statements of the Brand Fund will be prepared by March 15<sup>th</sup> each year for the previous year's Brand Fund receipts and expenditures, and are available for review by all Brand Fund participants.

### Computer Systems

The Franchise Agreement gives us the right to require you, at your expense, to purchase or lease, and maintain, computer hardware and software, dedicated telephone, cable, satellite and communications capabilities, and power lines, modem(s), printer(s), and other computer related accessories or peripheral equipment that we specify. You must purchase and use either an Apple Macintosh or IBM compatible PC, in either case running the latest operating system, along with up to date cloud-based or locally installed versions of word processing and spreadsheet applications, as well as such online bookkeeping and business management systems as we require, in the operation of your Business. You must also have sufficient licenses of such systems, and the hardware required to run each license, to support the number of teams you have working in the field, so that you can monitor and schedule, and both you and we can appropriately track bids, sales, and work performed.

You may obtain any computer hardware and software which you purchase from any reputable supplier. You are not required to secure a computer maintenance contract, but you must ensure that all programs and applications running on your computer are legally licensed.

The computer systems will store your prospective customer and customer information, information about the bids you issue to provide concrete leveling services, invoicing information for charges to your customers, and general bookkeeping data.

The cost to purchase hardware for your computer systems when you begin the Business is estimated at \$450 - \$650, and the cost of software licenses during your initial three months of operations is estimated at \$780 - \$1,260. We estimate the cost of annual maintenance updates, upgrades, and support contracts for the computer hardware to be \$100-\$200 per year, and the

annual renewal costs of software licenses to be \$3,000-\$5,000 per year. Please see Item 7 for more information.

Manuals

The table of contents to the Manual is attached to this disclosure document as Exhibit E. The Manual is available online on a series of webpages which, if printed, would create a 123 page document. In addition, a number of training videos are linked from the Manual.

Site Selection

You select your business site within your exclusive area subject to our approval. We will approve or disapprove your site within seven (7) days after we are notified of the site by you. In approving a site, we consider the following factors:

- A. The size of the site
- B. The suitability of the site to store equipment and materials
- C. The accessibility of the site to main transportation roads
- D. The neighborhood in which the site is located
- E. The location of the site in relation to your strongest market areas

If we do not approve your site, we will work with you to select a suitable alternate site. If we cannot agree on a site within 60 days after you sign a franchise agreement, then you may select the site of your choice, and we will no longer have the right to disapprove of the site.

We estimate that the length of time between the earlier of the (i) signing of the Franchise Agreement and (ii) the first payment of consideration in connection with the Business, and the opening of your Business will range from 3 to 6 months after you sign the Franchise Agreement. Factors which may affect this time period include the length of time needed to locate a site for your Business, secure all necessary permits and licenses, attend our pre-opening training program, and hire and train your employees. The Franchise Agreement requires that your Business be open to the public within 180 days after we approve your proposed site.

Training

We conduct a two week initial training program at our Louisville, Kentucky franchise location. The following is a summary of the training program.

**TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Personnel Management	2	2	Louisville, KY
Business Systems	2	2	Louisville, KY
Forms and Documents	1	1	Louisville, KY

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Customer Service Techniques	1	3	Louisville, KY and your location
Job Estimating and Marketing	2	8	Louisville, KY and your location
Equipment Maintenance and Operation	6	15	Louisville, KY and your location

Training classes are held each time we sell a franchise. The instructional materials used in the training program include the Manual and hands-on training using our proprietary leveling units.

Prior to the opening of your Business, you and at least one full-time manager must attend our pre-opening training program. The pre-opening training program will be conducted at the time(s) and location(s) selected by us. We will provide training instructors and training materials and supplies without charge. All other expenses incurred by you and your employees in attending the pre-opening training program, such as travel costs, room and board expenses, and employees' salaries, will be your sole responsibility. (Franchise Agreement - Article IV). All of your attendees must complete the pre-opening training to our satisfaction. Training is overseen by our President, Robert Rasnick, and is conducted by Mr. Rasnick, along with Dale Pease. The relevant experience of Mr. Rasnick and Mr. Pease is disclosed in Item 2.

During the term of the Franchise Agreement, you must always employ, on a full time basis in the operation of the Business, at least 1 person who has successfully completed our training program.

You and other employees also must attend additional courses, seminars, and other training programs, as we may reasonably require periodically, at the time(s) and location(s) selected by us. As with the pre-opening training program, we will assume the cost for instructors, training materials and other materials for you and other employees we designate; you must pay all other expenses associated with training, such as transportation, lodging, meals, and employee wages. You must also pay a reasonable instructional fee (which will vary with the specific training being provided) for any other attendee who you wish to attend and whose attendance we approve.

We will hold annual conferences to discuss sales techniques, personnel training, bookkeeping, accounting, performance standards, advertising programs, and new methods and procedures. There is no conference fee, but you must pay all your travel and living expenses. These elective conferences are held at a conference center in Louisville, Kentucky, or at another location chosen by us.

## **Item 12**

### **Territory**

The Franchise Agreement will designate the Protected Territory for the Business. The Protected Territory is a specific location, approved by us, which is defined by geographical boundaries such as municipal, county, or state borders and/or highway or roadways, and/or by a collection of United States Post Office Zip Codes. The Protected Territory will have a minimum population of 250,000 people, as determined by the U.S. Census Bureau statistics at [www.census.gov](http://www.census.gov). You may operate from as many locations within the Protected Territory as you choose.

You may relocate the facility from which you conduct your business, either inside or outside of your Protected Territory, provided that you comply with the restrictions on providing the services of the Business within the protected territory of another franchisee. You do not need to obtain our approval to change the location of the facility.

We will not establish or operate, or franchise any entity to establish or operate, a Business within your Protected Territory. There are no circumstances that would permit us to modify your territorial rights.

Continuation of the Protected Territory is dependent upon your achievement of a minimum sales volume of \$300,000 per year after your second full year of operations.

Except for this Protected Territory, the franchise is non-exclusive, and we retain the right, among others, in any manner and on any terms and conditions we deem advisable to compete with you. Specifically, we reserve the right to sell the same or similar services (using the Proprietary Marks or not) to consumers outside of your Protected Territory through the internet, telemarketing, or other direct marketing, and to sell other franchises to be operated outside of your Protected Territory, under the same or similar names.

You, we, and other franchisees can advertise in any protected territory without the payment of any compensation.

Neither we nor our affiliate reserve the right to use other channels of distribution, including the Internet, within your Protected Territory, either using our principal trademarks or any other trademarks. Your Protected Territory is not exclusive to you. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. But we and other franchisees must pay you compensation equal to 25% of the Gross Receipts for any work that we or the other franchisees perform in your Protected Territory.

You can do business outside your Protected Territory, but you must pay 25% of the Gross Receipts for that work to the franchisee for that territory, if any.

You do not have a right of first refusal or similar right to acquire additional territories, whether or not those territories are near your exclusive territory.

We do not operate or franchise, or plan to operate or franchise, any businesses using a different trademark that will sell goods or services that are the same as or similar to those you will sell.

## Item 13

### Trademarks

The Franchise Agreement grants you the non-exclusive right and license to use the Proprietary Marks and any other proprietary marks that we may use during the term of the Franchise Agreement in operating the Business. Your use of the Proprietary Marks is limited solely to the operation of the Business within your Protected Territory and only in accordance with the System.

We own the following service mark, which is registered on the principal register of the United States Patent and Trademark Office (“USPTO”):

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
A-1 CONCRETE LEVELING	1,820,157	February 8, 1994
WE PUMP IT UP!	1,823,207	February 22, 1994
JACK SLAB LOGO	1,951,087	January 23, 1996
AMERICA’S LARGEST CONCRETE LEVELER	3,011,374	November 1, 2005

The Mark A-1 CONCRETE LEVELING has been renewed three (3) times, on November 30, 2003, January 10, 2014, and May 9, 2024.

The Mark WE PUMP IT UP! has been renewed three (3) times, on November 30, 2003, January 10, 2014, and May 10, 2024.

The Mark JACK SLAB LOGO has been renewed two (2) times, on April 20, 2006 and December 30, 2015.

The Mark AMERICA’S LARGEST CONCRETE LEVELING has been renewed once, on November 15, 2015.

All required affidavits have been filed in connection with these trademarks.

The trademark “A-1 Concrete Leveling,” apart from our logo, is unregistered. Therefore, our right to use the trademark may be challenged. If so, franchises may have to change to an alternative trademark, which may increase your operating costs.

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, Trademark Administrator of this state or any court relating to the use of our service mark. There is no pending infringement, opposition or cancellation or pending material litigation involving our service mark.

There are no infringing uses actually known to us that could materially affect your use of the Proprietary Marks in this state or elsewhere. You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity or ownership of the Proprietary Marks, or our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third party claim, suit, or demand arising out of your use of the Proprietary Marks, and will pay for your defense, including the cost of any judgment or settlement.

We reserve the right to substitute different marks as Proprietary Marks for use in identifying the System.

## Item 14

### Patents, Copyrights, and Proprietary Information

We own the following patents registered on the Principal Register of the USPTO:

<u>Description</u>	<u>Issue Date</u>	<u>Patent No.</u>
Mechanical Device for Flaring a Piling Member	February 28, 2006	7,004,685

We do not own any right in or to any registered copyrights that are material to the franchise.

You can use the proprietary information in our Operations Manual. The Operations Manual is described in Item 11. Although we have not filed an application for a copyright registration for the Operations Manual, we claim a copyright and the information is proprietary. Item 11 describes limitations on the use of this manual by you and your employees.

You must tell us immediately if you learn about an infringement or challenge to our use of these patents or copyrights. We will take the action that we think appropriate. You must also agree not to contest our interest in these or our other trade secrets.

If we decide to add, modify or discontinue the use of an item or process covered by a patent or copyright, you must also do so. Our sole obligation is to provide you with advance notice of at least six (6) months before the addition, modification, or discontinuance becomes effective.

Although we are not obligated to defend your use of these items or processes, we may reimburse you for damages and reasonable costs incurred in litigation about them.

## **Item 15**

### **Obligation to Participate in the Actual Operation of the Franchise Business**

You must work in and personally supervise the Business. You and at least one of your managers must successfully complete our training program. You and your managers cannot have an interest or business relationship with any of our business competitors. Managers need not have an ownership interest in you if you are a legal entity. You and your managers must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

You must sign an agreement assuming and agreeing to discharge all obligations of the “Franchisee” under the Franchise Agreement.

You must provide us with online view only access to the QuickBooks online account for your business, from which we will obtain periodic information, including balance sheet and statement of income and retained earnings for the Business, at such times as we shall determine.

## **Item 16**

### **Restrictions on What the Franchisee May Sell**

You must offer only those services that we have approved (see Item 9).

You must offer all services that we designate as required for all owners. These required services are the provision of concrete leveling and repair services. You may also offer the additional services that we permit, including: caulking, cleaning and sealing of concrete slabs, masonry repair, straightening and reinforcing of basement and structural walls, and straightening and piecing of chimneys, columns, and other structural members to commercial and residential customers.

We have the right to add additional authorized services that you must offer. You must make any required changes within 3 months of receiving notice of the change. There are no limits on our right to require these changes. We do not anticipate any such changes, so we estimate that your cost of making such changes will be \$0.00 per year.

For a description of your restrictions on some purchases, see Item 8 of this Disclosure Document.

## Item 17

### The Franchise Relationship

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreement attached to this disclosure document.

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
a. Length of the franchise term	Article XIV	15 years
b. Renewal or extension of the term	Article XIV	If you are in good standing, you can add an additional term of 15 years
c. Requirements for franchisee to renew or extend	Article XIV	Sign new agreement and release. "Renew" means to sign our then-current version of License and Franchise Agreement, which may contain materially different terms from the original franchise agreement.
d. Termination by franchisee	None	You may terminate the franchise agreement on any grounds available by law
e. Termination by franchisor without cause	None	None
f. Termination by franchisor with cause	Article XIX	We can terminate only if you default
g. "Cause" defined - curable defaults	Article XIX	You have 5 days from receipt of notice to cure non-payment of royalties and/or non-submission of reports, and 14 days from receipt of notice to cure any other curable default
h. "Cause" defined - defaults which cannot be cured	Article XIX	Non-curable defaults: repeated defaults, even if cured, such as abandonment, trademark misuse, damaging our brand, and unapproved transfers
i. Franchisee's obligations on termination/nonrenewal	Article XX	Obligations include complete de-identification and payment of amounts due (also see r, below)

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
j. Assignment of contract by franchisor	Article XXI	No restriction on our right to assign
k. "Transfer" by franchisee - defined	Article XXI	Includes transfer of contract or assets or ownership change
l. Franchisor approval of transfer by you	Article XXI	We have the right to approve all transfers but will not unreasonably withhold approval
m. Conditions for franchisor approval of transfer	Article XXI	New franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee (also see r, below)
n. Franchisor's right of first refusal to acquire franchisee's business	Article XXI	We can match any offer for your business
o. Franchisor's option to purchase your business	Articles XX and XXI	Upon expiration or termination of franchise, we can buy certain assets
p. Death or disability of franchisee	Article XXI	Franchise must be assigned or sold by estate to approved buyer within 6 months
q. Non-competition covenants during the term of the franchise	Article XIV	No involvement in competing business within 20 miles of another franchise territory of ours
r. Non-competition covenants after the franchise is terminated or expires	Article XIV	No competing business for 5 years within 20 miles of another franchise territory of ours (including after assignment)
s. Modification of the agreement	Article XXIV	No modification without written agreement by both parties
t. Integration/merger clause	Article XXIV	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
u. Dispute resolution by arbitration or mediation	Article XX	Except for certain claims, all disputes must be arbitrated in Ohio
v. Choice of forum	Article XX	Litigation must be in Ohio (subject to applicable law)
w. Choice of law	Article XXIV	Ohio law applies (subject to applicable law)

These states have statutes which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807 and Ann. Section 4-72-201 through 4-72-210], CALIFORNIA [Bus. & Prof. Code Sections 20000 - 20043], CONNECTICUT [Gen. Stat. Section 42-133e through 42-133g], DELAWARE [Tit. 6, Section 2551 through 2556], HAWAII [Rev. Stat. Section 482E], ILLINOIS [Comp. Stats. 1992, Ch. 815, Section 705/19 - 705/44], INDIANA [Code 23-2-217 and Code 23-2-2.5-1 to 51], IOWA [Section 537 A.10], MICHIGAN [Comp. Laws Section 445.1527], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51 through 75-24-61], MISSOURI [Stat. Section 407.400 through 407.410, 407.420], NEBRASKA [Rev. Stat. Section 87-401 through 87-410], NEW JERSEY [Stat. Section 56:10-1 through 56:10-12], RHODE ISLAND [Stat. Chapter 19-28.1], SOUTH DAKOTA [Codified Laws Chapter 37-5B], VIRGINIA [Code Sections 13.1-557 through 13.1-574], WASHINGTON [Code Sections 19.100.010 through 19.100.940], WISCONSIN [Stat. Sections 135.01 through 135.07 and 553.01 through 553.78]. These and other states may have other statutes and court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise.

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN AN ADDENDUM.

## **Item 18**

### **Public Figures**

We do not use any public figures to promote our franchise.

## **Item 19**

### **Financial Performance Representations**

The FTC's Franchise Rule permits a franchisor to disclose information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information and the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

We do not make any representations about a franchisor's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Robert Rasnick, President and CEO, 388 S. Main Street, Suite 402B, Akron, Ohio 44311, (888) 675-3835, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20**

**List of Outlets and Franchisee Information**

Table No. 1

Systemwide Outlet Summary  
For years 2022 - 2024

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2022	43	43	0
	2023	43	40	-3
	2024	40	40	0
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	43	43	0
	2023	43	40	-3
	2024	40	40	0

Table No. 2

Transfers of Franchised Outlets  
For years 2022 – 2024

<b>Outlet Type</b>	<b>Year</b>	<b>Number of Transfers</b>
Colorado	2022	0
	2023	0
	2024	0
Georgia	2022	0
	2023	1
	2024	0
Illinois	2022	0
	2023	0
	2024	0
Indiana	2022	0
	2023	0
	2024	0
Iowa	2022	0
	2023	0
	2024	0

<b>Outlet Type</b>	<b>Year</b>	<b>Number of Transfers</b>
Kansas	2022	0
	2023	0
	2024	0
Kentucky	2022	0
	2023	0
	2024	0
Michigan	2022	0
	2023	0
	2024	0
Minnesota	2022	0
	2023	0
	2024	0
Missouri	2022	0
	2023	0
	2024	0
New York	2022	0
	2023	0
	2024	0
Ohio	2022	0
	2023	1
	2024	0
Pennsylvania	2022	0
	2023	0
	2024	0
Tennessee	2022	0
	2023	0
	2024	0
Virginia	2022	0
	2023	0
	2024	0
Total Outlets	2022	0
	2023	2
	2024	0

Table No. 3

Status of Franchised Outlets  
For years 2022 - 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
CO	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
GA	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	1	1
	2024	1	0	0	0	0	0	1
IL	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
IN	2022	7	0	0	0	0	0	7
	2023	7	0	0	1	0	1	5
	2024	5	0	0	0	0	0	5
IA	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
KS	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
KY	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
MI	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
MN	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
MO	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
NY	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
OH	2022	10	0	0	0	0	0	10
	2023	10	1	0	0	0	2	9
	2024	9	0	0	0	0	0	9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
PA	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
TN	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
VA	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Totals	2022	43	0	0	0	0	0	43
	2023	43	2	0	1	0	4	40
	2024	40	0	0	0	0	0	40

Table No. 4

Status of Company-Owned Outlets  
For years 2022 - 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table No. 5

Projected Openings As Of December 31, 2025, for 2024

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Colordao	0	1	0
Total	0	1	0

The name, address, and telephone number of all of our franchisees is attached as Exhibit F.

The name and last known home address and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of our application date are as follows:

NONE

During the last three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

## **Item 21**

### **Financial Statements**

Our audited financial statements for our fiscal years ending December 31, 2022, 2023, and 2024, and internally prepared, unaudited financial statements for the period from January 1 – June 30, 2025, are attached as Exhibit G.

**Item 22**

**Contracts**

Our Franchise Agreement is attached as Exhibit C.

## **Item 23**

### **Receipts**

The last page of this disclosure document is Exhibit J in duplicate, which is a detachable acknowledgment that you have received the disclosure document.

EXHIBIT A - LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

CA Corporations Commissioner  
Department of Corporations  
320 West 4th Street  
Suite 750  
Los Angeles, CA 90013-2344

HAWAII

Business Registration Division  
Department of Commerce and  
Consumer Affairs  
1010 Richards Street  
Honolulu, Hawaii 96813

ILLINOIS

Franchise Bureau Chief  
Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706

INDIANA

Secretary of State  
Securities Division  
302 West Washington, Room E-111  
Indianapolis, Indiana 46204

MARYLAND

Maryland Division of Securities  
Office of the Attorney General  
200 St. Paul Place  
20th Floor  
Baltimore, Maryland 21202-2020

MICHIGAN

Department of the Attorney General's  
Office  
Consumer Protection Division  
Attn: Franchise  
670 Law Building  
Lansing, Michigan 48913

MINNESOTA

Minnesota Department of Commerce  
85 7<sup>th</sup> Place East  
Suite 280  
Saint Paul, Minnesota 55101  
(651) 539-1638

NEBRASKA

Nebraska Department of Banking  
and Finance  
1200 N Street  
P.O. Box 95006  
Lincoln, Nebraska 68509-5006

NEW YORK

Secretary of State  
99 Washington Avenue  
Albany, New York 12231

NORTH DAKOTA

Securities Commission  
State of North Dakota  
Capitol Building  
Bismarck, North Dakota 58505

OREGON

Director  
Department of Consumer and  
Business Services  
Corporate Securities Section  
Labor and Industries Building  
Salem, Oregon 97310

RHODE ISLAND

Chief Securities Examiner  
Department of Business Regulation  
Banking Division, Franchise Section  
Suite 232  
233 Richmond Street  
Providence, Rhode Island 02903-4232

SOUTH DAKOTA

Department of Commerce and Regulation  
Division of Securities  
118 West Capitol Avenue  
Pierre, South Dakota 57501-2017

TEXAS

Secretary of State  
P.O. Box 12887  
Austin, Texas 78711

VIRGINIA

Clerk of the State Corporation Commission  
1300 East Main Street, 1st Floor  
Richmond, Virginia 23219

WASHINGTON STATE

State of Washington  
Department of Financial Institutions  
Securities Division  
210 11th Avenue, SW, Room 300  
P.O. Box 9033  
Olympia, Washington 98507-9033

WISCONSIN

Commissioner of Securities  
Franchise Investment Division  
Fourth Floor  
101 East Wilson Street  
Madison, Wisconsin 53702

EXHIBIT B - LIST OF STATE ADMINISTRATORS

CALIFORNIA

CA Corporations Commissioner  
Department of Corporations  
320 West 4th Street  
Suite 750  
Los Angeles, CA 90013-2344

HAWAII

Director, Hawaii Department of Commerce  
and Consumer Affairs  
1010 Richards Street  
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State  
200 West Washington St., Room 201  
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner  
200 St. Paul Place  
20th Floor  
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce,  
Corporations and Securities Bureau  
670 Law Building  
Lansing, Michigan 48913

MINNESOTA

Minnesota Department of Commerce  
85 7<sup>th</sup> Place East  
Suite 280  
Saint Paul, Minnesota 55101  
(651) 539-1638

NEBRASKA

Nebraska Department of Banking  
and Finance  
1200 N Street  
P.O. Box 95006  
Lincoln, Nebraska 68509-5006

NEW YORK

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, NY 10005  
212-416-8222

NORTH DAKOTA

Securities Commission  
State of North Dakota  
Capitol Building  
Bismarck, North Dakota 58505

OREGON

Director  
Department of Consumer and  
Business Services  
Corporate Securities Section  
Labor and Industries Building  
Salem, Oregon 97310

WASHINGTON STATE

State of Washington  
Department of Financial Institutions  
Securities Division  
210 11th Avenue, SW, Room 300  
P.O. Box 9033  
Olympia, Washington 98507-9033

RHODE ISLAND

Chief Securities Examiner  
Department of Business Regulation  
Banking Division, Franchise Section  
Suite 232  
233 Richmond Street  
Providence, Rhode Island 02903-4232

WISCONSIN

Commissioner of Securities  
Franchise Investment Division  
Fourth Floor  
101 East Wilson Street  
Madison, Wisconsin 53702

SOUTH DAKOTA

Department of Commerce and Regulation  
Division of Securities  
118 West Capitol Avenue  
Pierre, South Dakota 57501-2017

TEXAS

Secretary of State  
P.O. Box 12887  
Austin, Texas 78711

VIRGINIA

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, Virginia 23219

EXHIBIT C - LICENSE AND FRANCHISE AGREEMENT

**A-1 CONCRETE LEVELING  
LICENSE AND FRANCHISE AGREEMENT**



**A-1 CONCRETE LEVELING, INC.**  
388 S. Main Street, Suite 402B  
Akron, OH 44311  
(888) 675-3835  
[franchising@a1concrete.com](mailto:franchising@a1concrete.com)  
[www.a1concrete.com](http://www.a1concrete.com)

**THIS CONTRACT IS SUBJECT TO ARBITRATION**

THIS LICENSE AND FRANCHISE AGREEMENT (this "Agreement") is made and entered into at Akron, Ohio as of \_\_\_\_\_, 20\_\_\_\_ by and between A-1 CONCRETE LEVELING, INC., an Ohio Corporation, having its principal place of business at 388 S. Main Street, Suite 402B, Akron, Ohio 44311 (hereinafter referred to as "Licensor") and \_\_\_\_\_, (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the owner of certain registered trademarks, service marks, trade names, logos and/or other valuable proprietary rights (hereinafter the "Proprietary Rights"); and

WHEREAS, Licensor has developed a method of business operations for offering both retail and commercial services which provide concrete leveling through the use of distinct mobile pumping units and other technology, and also provide caulking, cleaning and sealing of concrete slabs, masonry repair, straightening and reinforcing of basement and structural walls, and straightening and piercing of chimneys, columns, and other structural members to commercial and residential customers, (hereinafter the "the Franchised Business") all of which are offered to the public through outlets known as "A-1 Concrete Leveling" which is the subject of the license to be granted herein; and

WHEREAS, Licensor has established a high reputation with the public as to the quality of its "A-1 Concrete Leveling" outlets, which reputation and good will shall be a benefit to Licensee; and

WHEREAS, it is the purpose of Licensor to provide Licensee with a uniform system of procedures for the operation of a "A-1 Concrete Leveling" franchise and for the protection of the proprietary rights necessary thereto, and to insure the offering of uniform and high quality service to the public in order to protect the interests of Licensee and Licensor and all other persons operating a "A-1 Concrete Leveling" Franchised Business.

WHEREAS, Licensee recognizes the benefits to be derived from being identified with "A-1 Concrete Leveling" and being licensed by Licensor, and being able to utilize the systems, names and proprietary rights which Licensor makes available to its Licensees; and

WHEREAS, Licensee desires to operate a "A-1 Concrete Leveling" franchise pursuant to the provisions hereof, and Licensee has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this License and Franchise Agreement by counsel of its own choosing.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the grant by Licensor of this License and Franchise Agreement and the payment by Licensee of the various fees provided herein, it is agreed by and between the parties hereto as follows:

## ARTICLE I GRANT OF LICENSE

1.1 Licensor hereby grants to Licensee, subject to all the terms, conditions and provisions hereof, the right and license to:

1.1.1 Establish a retail business utilizing the name “A-1 Concrete Leveling” in the Primary Area of Responsibility described in Article XVIII hereof.

1.1.2 Use only in connection with the sale of such products and services as are approved by Licensor, the Proprietary Rights of Licensor more fully described in Schedule A attached hereto and by reference incorporated herein, as the same may be modified from time to time hereafter by Licensor. The use of the patents listed as part of such Proprietary Rights are not considered a material aspect of this Agreement, and use of such patents Rights are granted to Licensee by Licensor during the term of this Agreement for the sole consideration of One Dollar (\$1.00) per annum, which charge shall be allocated to Licensee's first Royalty Fee payment made each year under the terms of this Agreement.

1.1.3 Employ in the aforesaid licensed business such uniform accounting and management systems, service techniques, and technical knowledge, as have been or may be hereafter developed and approved by Licensor.

1.2 Licensee understands and agrees that its license is nonexclusive and that Licensor, in its sole discretion, has the right itself to operate businesses under said Proprietary Rights and to grant other licenses in, to and under such Proprietary Rights on any terms or conditions Licensor deems fit; subject, however, to the provisions of Paragraph 18.2 of this Agreement.

## ARTICLE II ACCEPTANCE BY LICENSEE

2.1 Licensee hereby accepts the above license from Licensor subject to all the terms, provisions and conditions hereof and agrees that Licensee shall cause to have its Franchised Business established and fully operational within sixty (60) days following the completion of initial training, and shall thereafter maintain and operate its Franchised Business under Licensor’s standards as herein provided. In order to protect “A-1 Concrete Leveling” franchised system for the mutual benefit of Licensor and all its Licensees, Licensee hereby acknowledges and agrees as follows:

2.1.1 Licensor has all right, title and interest in and to the Proprietary Rights and the related good will for purposes of licensing and franchising said items. Furthermore, Licensor is the owner of all right, title and interest in and to the goodwill relating to or generated from the operation of any business with which said Proprietary Rights are and will be used.

2.1.2 The Proprietary Rights constitute valuable property rights which Licensor is licensing and shall be used only in connection with products and services expressly approved or specified by Licensor in writing and shall at all times be used only in the manner expressly approved in writing by Licensor.

2.1.3 To promote the Proprietary Rights for the benefit of both Licensor and Licensee, Licensee shall conduct the business licensed herein under the name “A-1 Concrete Leveling,” alone or in conjunction with such other words as Licensor may

approve hereunder. The business name or names of Licensee must be submitted to Licensor and must be approved by Licensor in writing prior to the opening of said business. Licensee may, only with the express written consent of Licensor, use the name “A-1 Concrete Leveling,” in the corporate or partnership name of Licensee.

2.1.4 Licensee shall adopt and follow in good faith the systems, programs and methods as currently prescribed or hereafter modified by Licensor for Licensee’s operation of the business licensed herein.

2.1.5 Neither Licensee nor any person owning an interest directly or indirectly in Licensee shall directly or indirectly operate, or permit to be operated, or hold any interest in any corporation, partnership, or sole proprietorship which engages in concrete leveling and repair services, caulking, cleaning and sealing of concrete slabs, masonry repair, straightening and reinforcing of basement and structural walls, and straightening and piecing of chimneys, columns, and other structural members, by any method as a part of, or as all of, its business without the prior written consent of Licensor.

2.1.6 Prior to using the Proprietary Rights, Licensee agrees to join with Licensor in an application to enter Licensee as a registered user of the marks, with the appropriate government agency. Upon termination of this Agreement for any reason whatsoever, Licensee’s status as a registered user may be canceled immediately and Licensee hereby consents in writing to such cancellation and Licensor is hereby irrevocably appointed Licensee’s attorney in fact to execute all such documents and take all such steps as may be reasonably required in order to cancel the registration of Licensee as a registered user and in order to end and cause the discontinuance of Licensee’s use of the marks.

### ARTICLE III OPERATIONAL REQUIREMENTS

3.1 In order to promote and protect the business interests of each of the parties, the value of the “A-1 Concrete Leveling” business, and the business interests of other persons engaged therein, Licensee agrees uniformity shall be maintained in the type, standard and quality of products, equipment, supplies and promotions used therein, and the conditions and the procedures employed in the sale of said products and services.

3.2 Licensee agrees that the provisions, restrictions and controls provided in this Agreement are all necessary, reasonable and desirable for the purposes expressed herein and that Licensee’s business shall be conducted in accordance with Licensor’s uniform merchandising and sales promotion standards. Licensee acknowledges and agrees that substantial uniformity in products, services and operations are essential to the conduct of an “A-1 Concrete Leveling” franchise, and therefore agrees to honor and implement recommendations of Licensor directed to enhancing and furthering such uniformity. Specifically, without limiting the foregoing, Licensee covenants:

3.2.1 Name. To operate, advertise and promote its franchise under the name “A-1 Concrete Leveling \_\_\_\_\_” without prefix or suffix unless approved by Licensor, in its sole and absolute discretion.

3.2.2 Proprietary Rights. To use the Proprietary Rights licensed hereunder solely in the manner prescribed by Licensor.

3.2.3 Operational Standards. To carry out its business under said name with operational standards established by Licensor, and as set forth in this Agreement and in such manuals or other documents as may be provided to Licensee.

3.2.4 Unauthorized Reproduction. To at all times treat as confidential, and not at any time to disclose, copy, duplicate, record or otherwise reproduce, in whole or in part, or otherwise make available to any unauthorized person or source, the contents of any such manuals or the contents of this Agreement, or any other document related to this Agreement.

3.2.5 Service. Licensee agrees to sell all of the services specified by Licensor, to follow all specifications of Licensor and to sell no other items or any competitive service of any kind without the prior written approval of Licensor. Licensee agrees that it will operate its business in accordance with the standards, specifications and procedures set forth in the Operations Manual of Licensor as it now exists or may hereinafter be amended (the "Manual"). Licensee will personally work in and supervise the Franchised Business and will not undertake any other business enterprises without the prior written consent of Licensor, which may be granted or withheld by Licensor in its sole and absolute discretion. Licensee further agrees that changes in such standards, specifications and procedures may become necessary from time to time and agrees to accept as reasonable such modifications, revisions and additions to the Manual which Licensor in the good faith exercise of its judgment believes to be necessary.

3.2.6 Terms of Purchase for Goods. The following provisions shall apply to products from time to time purchased by Licensee from Licensor or its Affiliate:

(a) Licensor or its Affiliate will endeavor to use its reasonable best efforts to fill all orders placed by Licensee as promptly as possible. Neither Licensor nor its Affiliate will be liable for loss or damage due to delay in delivery resulting from any cause beyond its reasonable control. In no event shall Licensor or its Affiliate be liable for financial loss to Licensee, including indirect, consequential or special damages on account of delay due to any cases.

(b) Licensor reserves the right to change the terms of purchase of any goods sold to Licensee at any time and from time to time without prior notice. Payment for each item of goods purchased by Licensee from Licensor or its Affiliate shall be made in full on delivery, unless the invoice provides otherwise, in which event the terms of the invoice shall govern. Notwithstanding that Licensor may have sold goods on credit to Licensee, Licensor shall be entitled at any time to require that payment for all goods purchased by Licensee from Licensor (including goods ordered by Licensee for which Licensor has not yet received payment) be made in full on delivery. Unless Licensor requires payment in full as aforesaid, title to all goods sold to Licensee from time to time by Licensor

shall remain with Licensor until the full purchase price has been paid. Receipt of any check, draft or other commercial paper shall not constitute payment until Licensor shall have received in cash the full amount thereof. Licensee shall pay interest on any past due amount at the rate which is the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum interest rate permitted by applicable law. Any late payments shall additionally be assessed and accompanied by a late payment administrative charge of one hundred dollars (\$100.00) and all collection charges incurred by Licensor in connection with any goods sold by Licensor to Licensee.

3.2.7 Alternate Suppliers. Irrespective of any other provision hereof, if Licensee gives Licensor notice sufficiently in advance to permit supplier and specification verification and testing, that it wishes to purchase materials or supplies from reputable, dependable sources other than Licensor or its designated or previously approved sources of supply, Licensor will not unreasonably withhold the prompt approval of such purchases provided said purchases conform to the appearance, quality, size or portion and uniformity standards and other specifications of Licensor. Licensor will require that samples from alternate suppliers be delivered to Licensor or to a designated independent testing laboratory for testing before approval and use. A charge not to exceed the actual cost of any test made by Licensor or by an independent testing laboratory designated by Licensor shall be paid in advance by Licensee.

3.3 In the event any person, firm or company, who is not a Licensee of Licensor, uses or infringes upon the Proprietary Rights, Licensee shall, upon becoming aware of such use or infringement, promptly notify Licensor in writing of such fact, and Licensor shall control all litigation and shall be the sole judge as to whether or not suit shall be instituted or other action taken. If Licensor chooses not to proceed with such litigation, Licensee may, at its own cost and expense, reasonably proceed with such enforcement.

3.4 In the event that any statute, ordinance, or governmental rule or regulation is enacted or adopted with jurisdictional applicability within Licensee's Primary Area of Responsibility (as hereinafter defined) and which purports to prohibit, restrict or regulate Licensee's conduct of the business licensed herein in a manner deemed by Licensor to be material thereto, Licensor may determine whether or not suit shall be instituted or other action taken. In the event that Licensor elects to institute such suit or other action, Licensor shall control the same, and all costs and expenses incurred in connection therewith shall be for the account of Licensee and Licensor.

3.5 Licensor hereby advises Licensee that Licensor, and/or affiliates of Licensor may from time to time make available to Licensee goods, products and/or services for use in Licensee's Franchised Business in respect to the sale or provision of which Licensor, and/or affiliates of Licensor may make a profit. Licensor further advises Licensee that Licensor, and/or affiliates of Licensor may from time to time receive consideration from suppliers and/or manufacturers in return for services provided or rights licensed to such persons by Licensor or their respective affiliates.

3.6 Licensee understands and agrees that its license is nonexclusive and that Licensor, in its sole discretion, has the right itself to operate businesses under said Proprietary Rights and to

grant other licenses in, to and under such Proprietary Rights on any terms or conditions Licensor deems fit; subject, however, to the provisions of Paragraph 18.2 of this Agreement.

3.7 In order to preserve the validity and integrity of the Proprietary Rights licensed herein, and to assure that Licensee is properly employing the same in the operation of its franchise, Licensor or its agents shall at all reasonable times have the right of entry and inspection of the Primary Area of Responsibility, and additionally, shall have the right to observe the manner in which Licensee is marketing, advertising, and rendering its services, to confer with Licensee's employees and customers, and to select certain of Licensee's marketing and advertising materials, products, and services for testing and evaluation in order to make certain that they are satisfactory and within the quality control provisions established by Licensor.

3.8 Records and Record Keeping Systems. Licensee agrees to prepare and to maintain for three (3) years, or such longer time as required by applicable law, complete and accurate books, records (including invoices and records relating to Licensee's advertising expenditures) and accounts (using our then current standard chart of accounts) for Licensee's Business, copies of Licensee's sales tax returns and such portions of Licensee's state and federal income tax returns as relate to Licensee's Business. All such books and records shall be kept at Licensee's principal address indicated on the first page of this Agreement, unless Licensor otherwise approves and shall be made available for inspection by Licensor upon reasonable notice. Licensee must record all business activity sales and bookkeeping data on such computer-based programs and web-based systems as Licensor shall specify in the Operations Manual from time to time and shall provide Licensor with such administrative access to such programs and systems as Licensor may reasonably require from time to time. Licensee agrees to purchase or lease, at Licensee's expense, computer hardware and software systems or licenses as specified by Licensor from time to time. Licensor shall have the right from time to time to retrieve such data and information from Licensee's computer system and web-based systems as deemed necessary or desirable, and Licensee agrees to fully cooperate with such efforts. Because of the interconnection of computer systems and the necessity that such systems be compatible with each other, Licensee agrees that Licensee will comply strictly with all defined standards and specifications for items associated with Licensor computer systems. To ensure operational efficiency and optimum communication capability among computer systems installed at A-1 Concrete locations, Licensee agrees, at Licensee's expense, to keep Licensee's computer systems in good maintenance and repair, and to promptly install such upgrades, additions, changes, modifications, substitutions and/or replacements of hardware, software (whether installed locally or licensed as a web-based product), data connectivity, electrical power, and other computer related facilities, as Licensor shall direct. Licensor may require Licensee to use proprietary software and other computer systems which Licensor may prescribe from time to time, and Licensee agrees to promptly execute such agreements and/or pay such fees as may be required to integrate enterprise tools and procedures.

#### ARTICLE IV TRAINING AND ASSISTANCE

4.1 Licensor shall make available to Licensee a mandatory training and familiarization course at another A-1 facility and/or at Licensee's place of business, for such lengths of time as Licensor shall designate. Said training program shall cover all aspects of the operation of an "A-

1 Concrete Leveling” franchise and must be satisfactorily completed prior to engaging in business. Accommodations and travel expenses shall be borne by Licensee. Additionally, Licensee and Licensee’s employees shall not be paid by Licensor during this training period.

4.2 Licensor shall also make available to Licensee from time to time during the term of this Agreement, and as its training schedule may permit, additional training for such new employees of Licensee as Licensee shall deem necessary. All such additional training shall be at the cost and expense of Licensee, in amounts sufficient to compensate Licensor for out of pocket costs incurred in the completion of such training. It is not Licensor’s intent to profit from the offering of these training opportunities.

4.3 During the first week of operation, Licensor will furnish to Licensee, at Licensee’s request and at Licensor’s expense, one (1) of Licensor’s representatives for the purpose of facilitating the opening of Licensee’s “A-1 Concrete Leveling” franchise. Such representative will also assist Licensee in establishing and standardizing procedures and techniques essential to the operation of a distinctive “A-1 Concrete Leveling” franchise, and, if necessary and requested by Licensee, shall assist in hiring and training Licensee’s personnel.

4.4 Licensor shall also provide a continuing telephone, video conference, and/or email advisory service which shall include, but not be limited to, consultation on technical, business or operational problems, all at Licensor’s expense.

4.5 Licensor shall initially, and from time to time when available, offer to Licensee materials and bulletins on marketing developments, products, and techniques either without charge or according to then current price lists therefor.

## ARTICLE V ADVERTISING CONTROLS

5.1 Licensee agrees and understands that only such promotion programs or other advertising as is furnished, approved in writing or made available by or through Licensor shall be used.

5.2 The requirement of prior approval of all advertising shall not affect the right of Licensee to determine the prices at which Licensee sells its products and services.

5.3 Licensee shall pay to Licensor a Brand Fund Contribution in the amount of one percent (1%) of Licensee’s Gross Receipts as defined herein, which amount shall be in addition to Licensee’s Royalty Fee, as defined herein. Licensor may automatically debit from Licensee’s account an amount equal to one percent (1%) of the previous month’s Gross Receipts, based on Licensee’s monthly Gross Sales report obtained by Licensor for the previous month’s sales. Should Licensee fail to make Licensee’s business data reasonably available for Licensor to poll such data, then Licensor shall be entitled (in addition to any other rights Licensor may have at law or under the terms of this Agreement) to automatically debit an amount equal to one percent of the highest Gross Receipts achieved by Licensee within the previous thirty-six (36) months. Licensor shall expend the Brand Fund at such times, in such amounts, and for such purposes as

Licensor, in its sole and absolute discretion, shall determine to be in the interests of promoting the “A-1 Concrete Leveling” brand.

5.4 The Brand Fund Contributions will be placed in a checking account, savings account, or other account of Licensor’s determination, and may be comingled with other funds of Licensor, provided that the Brand Fund Contributions and any interest earned thereon (collectively, the “Brand Fund”) are accounted for as a separate line item from any comingled funds. The Brand Fund is not a trust, and Licensor assumes no fiduciary duty in administering it.

5.5 Licensor will administer the Brand Fund in its sole and absolute discretion. The proceeds may be used for the creation, production and placement of commercial advertising, in-house or outside agency costs and commissions, creation and production of internet, video, audio, written advertisements and other media advertising, and/or such other or further purposes as Licensor shall determine, in its sole and absolute discretion.

5.6 Licensor does not currently intend to expend any of the Brand Fund on soliciting franchisees, though Licensor reserves the right to do so in the future.

5.7 Licensor may reimburse itself from the Brand Fund for administrative costs, salaries, and overhead expenses related to the implementation and administration of the advertising and marketing programs implemented or administered by it.

5.8 Following any year in which a Brand Fund was maintained, upon Licensee’s written request, Licensor will make available to Licensee an annual unaudited financial statement for the Brand Fund, upon written request of Licensee. Such statement shall be provided no later than: (i) 120 days after the end of the calendar year for which the statement was requested, or (ii) 90 days after Licensor receives Licensee’s written request, whichever is later.

5.9 Provided that Licensor does not modify Licensee’s obligations under this Agreement without Licensee’s consent, Licensor may modify, change, dissolve, or reinstate the Brand Fund at any time or times.

5.10 The Brand Fund does not represent Licensor’s sole advertising and marketing efforts, and Licensor may provide Licensee and other franchisees the opportunity to participate in voluntary cooperative marketing programs. Any payments made by Licensee with respect to such voluntary cooperative marketing programs that are separate from the Brand Fund will not serve to reduce Licensee’s obligation to contribute to the Brand Fund.

5.11 Licensor does not now, but in the future may create an advertising council that will be made up of no more than 15 franchisees. If created, the council members will be chosen annually by Licensor, in its sole and absolute discretion. The council will serve in an advisory capacity only. Licensor has the sole right to form, change, dissolve and reinstate the council at any time, in its sole and absolute discretion.

ARTICLE VI  
ACCOUNTING AND RECORDS

6.1 To enable Licensee and Licensor to best ascertain their costs and maintain an economical method of operation, Licensee agrees to keep and preserve, during the term of the franchise granted hereunder, and two years after the termination of this Agreement or any extension or renewal hereof, full, complete and accurate books and accounts. Licensor may require the use of a uniform accounting system by all Licensees.

6.2 Licensee shall submit to Licensor such periodic reports, forms and records of its sales activities, cost and business as required in this Agreement or as requested by Licensor.

6.3 Licensee shall furnish to Licensor as soon as practicable after the end of each fiscal year of Licensee, and in any event within ninety (90) days thereafter, a balance sheet of Licensee as of the end of such year, and a statement of income and retained earnings of Licensee for such year, setting forth in each case in comparative form figures for the previous fiscal year, all in reasonable detail and accompanied by the opinion thereon of independent certified public accountants of recognized standing selected by Licensee, which opinion shall state that such financial statements have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal year (except for such changes, if any, as shall be specified and approved by such accountants in such opinion) and that the audit by such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards.

6.4 The Right to Audit. Licensor or its agent shall have the right at any time during normal business hours, and without prior notice to Licensee, to audit or cause to be audited the business records, bookkeeping and accounting records, invoices, purchase orders, payroll records, check stubs and bank deposit receipts of Licensee, the monthly reports, financial statements, tax returns or schedules and other forms, information and supporting records which Licensee is required to keep or to submit to Licensor hereunder, and the books and records of any corporation, its shareholders or partnership which has an interest in Licensee. If Licensor should determine that an audit is necessary after the expiration or termination of the Franchise, Licensee will, upon notice, deliver to Licensor all required records and documents, failing which Licensor may enter onto the premises in which Licensee is then keeping such records and documents and conduct such audit. Licensee shall fully cooperate with Licensor and its representatives conducting any such audit.

If an audit discloses an understatement of Gross Receipts for any period, then Licensee shall pay to Licensor, within five (5) days after receipt of the audit report, the amount due on account of such understatement together with interest thereon as provided herein in respect of overdue amounts. Further, and in addition to Licensor's right of termination as provided in Article 18, if such audit is made necessary by the failure of Licensee to furnish information and documents as herein required, or if an understatement of Gross Receipts for any period is determined by any such audit to be greater than three percent (3%), or if Licensee or the Principal fails to cooperate with Licensor or its representatives conducting such audit, then Licensee shall promptly reimburse Licensor for the cost of such audit, including, without limitation, the charges of any independent accountant and the travel expenses, room, board and compensation of employees or representatives of Licensor conducting or assisting in the audit.

6.5 Information from Others. Licensee hereby authorizes Licensor to make reasonable inquiries of Licensee's bank, suppliers and trade creditors concerning Licensee, and hereby directs such persons and corporations to provide to Licensor such information and copies of documents as Licensor may request, including but not limited to bank deposits, account balances, withdrawals, copies of checks and any other banking information requested, without prior notice to Licensee.

## ARTICLE VII SUPPLIES AND STANDARDS

7.0 Licensee shall purchase the tools and equipment set forth on the attached Schedule B attached hereto and incorporated by reference for the opening of the franchise business. Proprietary items shall be purchased by Licensee from such entity or entities as Licensor shall designate. Non-proprietary items may be purchased by Licensee from any supplier that Licensee selects. Licensee shall sell and use only equipment, services, supplies and materials in the operation of its Franchised Business which meet or exceed Licensor's standards, and which have been submitted to Licensor prior to use for approval in writing.

## ARTICLE VIII MODIFICATION

8.0 Licensee recognizes and agrees that from time to time hereafter Licensor may change or modify the "A-1 Concrete Leveling" procedures, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques; that Licensee will accept, use and display for the purpose of this Agreement any such changes in the Franchised Business, including new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques, as if they were part of this Agreement at the time of execution hereof; and that all right, title and interest in and to any new developments, names, marks and/or materials shall be solely and exclusively that of Licensor. Licensee will make such expenditures as such changes or modifications in the system may reasonably require, and do so within a reasonable time.

## ARTICLE IX FRANCHISE PAYMENT

9.1 Licensor acknowledges payment to it by Licensee of the total sum of Fifty Thousand Dollars (\$50,000.00), payable upon the full execution of this Agreement. Licensee acknowledges that the grant of the franchise constitutes the sole consideration for the payment of the franchise fee and that said sum shall be fully earned by Licensor upon execution and delivery hereof. No further franchise fee shall be payable during the term hereof or any renewal. The franchise fee paid herewith to Licensor does not represent Licensee's total investment in the "A-1 Concrete Leveling" Franchise.

## ARTICLE X CONTINUING SERVICE AND ROYALTY FEES

10.1 No later than 10 days prior to opening for business, Licensee shall execute and deliver to Licensor an authorization agreement for the withdrawal by ACH from Licensee’s bank account (the “Payment Account”) and deposit into Licensor’s bank account any Royalty Fee (as defined herein), Brand Fund Contributions, or other amounts due from Licensee to Licensor under the terms of this Agreement, or due to Licensor’s Affiliate in connection with any inventory, supplies, or other products or services provided in connection with this Agreement.

10.2 The term “Gross Sales,” as used herein, shall mean the total of all sales and all business transacted in, on, upon and from the Primary Area of Responsibility of the business franchised hereunder and shall include any payments received from another licensee of Licensor for sales made within the Primary Area of Responsibility of Licensee. “Gross Sales” shall be reduced only by the amount of any payment made to another licensee of Licensor for business transacted within the Primary Area of Responsibility of another. “Gross Sales” shall include all sales made by Licensee without any credit for uncollected accounts, discounts, or refunds. “Gross Sales” shall include all sums whether Licensee received payment in cash, merchandise, or services.

10.3 The term “Gross Receipts,” as used herein, shall mean the total of all receipts by Licensee arising from Gross Sales, less the amount of any sales taxes withheld and actually paid to a taxing authority on the basis of such Gross Sales.

10.4 Until Licensee has completed one (1) full calendar year of operations under this Agreement, Licensee shall pay to Licensor, so long as this Agreement shall be in effect, a Continuing Service and Royalty Fee (“Royalty Fee”) equal to six percent (6%) of the Gross Receipts derived from the business franchised hereunder, subject to adjustment as described in Section 10.6 hereof.

10.5 After Licensee has completed one (1) full calendar year of operations under this Agreement, the Royalty Fee shall be computed on an annual aggregate basis. Licensee shall pay to Licensor a Royalty Fee that, considered in the aggregate with all other Royalty Fee payments made for the current year, shall equal the greater of: (i) the Royalty Fee computed for the year to date under Section 10.4 above, or (ii) the Minimum Aggregate Royalty Fee for the applicable month, as follows:

<b>Month Gross Receipts are Received</b>	<b>Royalty Fee is Due</b>	<b>Minimum Monthly Royalty Fee</b>	<b>Minimum Aggregate Royalty Fee</b>
January	February 15	\$ 0.00	\$ 0.00
February	March 15	0.00	0.00
March	April 15	500.00	500.00
April	May 15	1,000.00	1,500.00
May	June 15	2,000.00	3,500.00
June	July 15	2,500.00	6,000.00
July	August 15	2,500.00	8,500.00
August	September 15	2,500.00	11,000.00
September	October 15	2,500.00	13,500.00
October	November 15	2,500.00	16,000.00

<b>Month Gross Receipts are Received</b>	<b>Royalty Fee is Due</b>	<b>Minimum Monthly Royalty Fee</b>	<b>Minimum Aggregate Royalty Fee</b>
November	December 15	2,000.00	18,000.00
December	January (following year)	0.00	18,000.00

10.6 Provided that Licensee is timely with the submission of all monthly reports required under Section 10.7 hereof, is not delinquent in the payment of any obligation due to Licensor or its Affiliate, and has timely deposited the full amount due to Licensor each month in the Payment Account and maintained the availability of such funds under Licensor collects same, Licensee shall be entitled to apply the following graduated Royalty Fee for the balance of the then-current year, in the percentage shown below, upon achieving the Gross Receipts volume set forth below:

<u>Sales Volume for the Year</u>	<u>Royalty Percentage</u>
Under \$500,000	6%
\$500,001 to \$1,000,000	5%
\$1,000,001 to \$1,500,000	4%
Over \$1,500,000	3%

10.7 On or before the fifth (5<sup>th</sup>) day of each month, Licensee shall submit to Licensor a monthly report of Gross Sales made during the prior month, the Gross Receipts received during the prior month, and the Royalty Fee payment due on such Gross Receipts, in the form approved by Licensor, certified by Licensee as being true and complete.

10.8 All Royalty Fee payments, Brand Fund Contributions, and other funds due to Licensor from Licensee, shall be deposited by Licensee, on or before noon Eastern Time on the fifteenth (15<sup>th</sup>) day of each month, in the Payment Account.

10.9 Licensor shall collect all amounts currently due from Licensee by ACH withdrawal from the account described in Section 10.1 above, on or after 2:00 p.m. on the fifteenth (15<sup>th</sup>) day of each month. Should Licensee fail to submit the report required under Section 10.7 above by the due date, Licensor shall have the right to collect by ACH withdrawal from the account described in Section 10.1 above, on or after 2:00 p.m. on the fifteenth (15<sup>th</sup>) day of each month, an amount equal to the highest Royalty Fee payment reported by Licensee for any month in the 36 month period preceding such due date. Upon the receipt of the report required under Section 10.7 above for the applicable month:

(a) If the amount due from Licensee is greater than the amount collected by Licensor, Licensor shall be entitled to immediately collect an additional amount equal to the difference between the amount due and the amount collected, plus all applicable late fees and interest charges due thereon.

(b) If the amount due from Licensee is less than the amount collected by Licensor, Licensor shall refund to Licensee the difference between the amount due and the amount collected, within fifteen (15) days from the receipt of the complete and correct report.

10.10 In the event that Licensee fails to have sufficient funds in the account on the Due Date, or otherwise fails to pay any Royalty Fee payment, Brand Fund Contributions, or other amounts due from Licensee to Licensor under this Agreement, the past due amount shall bear interest at the rate which is the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum interest rate permitted by applicable law. Any late payments shall additionally be assessed and accompanied by a late payment administrative charge of one hundred dollars (\$100.00).

10.11 Nothing contained in this Article X shall be interpreted to constitute Licensor's agreement to accept payments after the due date therefor, and does not constitute a commitment to extend credit to Licensee, or otherwise provide financing for the operation of Licensee's business.

10.12 Nothing contained in this Article X shall serve to prejudice or diminish Licensor's right to terminate this Agreement upon the default of Licensee, or to pursue any other remedies available to Licensor under the terms of this Agreement.

#### ARTICLE XI ADVERTISING

11.1 Licensor has developed certain methods and techniques for the promotion and marketing of the services to be offered by Licensee, which are described in the Manual and other training materials of Licensor, as the same may be amended from time to time. Licensor shall use its best efforts and shall employ such assistance as it alone deems appropriate in the enhancement and modification of such materials and programs. Other than the foregoing, Licensor shall not be responsible for the development, design or cost of advertising and sales programs to promote the success of the business licensed hereunder.

#### ARTICLE XII INDEMNIFICATION

12.1 Licensee shall indemnify, defend and hold Licensor harmless from and against all claims, demands, settlements, judgments, penalties and expenses, including attorneys' reasonable fees, court costs and other expenses of litigation or administrative proceedings incurred by or imposed upon Licensor as a result of its being named a party to any actual or threatened suit, action or proceeding arising out of or relating to any claimed damage to property, injury to persons (including Licensee's employees), or damage arising from any other tortious, contractual, or equitable claim arising from, in connection with, or as a result of the operation of Licensee's business or of the services and products performed and produced by Licensee. However, Licensee is not required to indemnify for claims resulting from a breach or alleged breach of this Agreement or other civil wrongs committed or allegedly committed by Licensor.

12.2 In the event of any suit, action or other proceeding covered by the aforesaid indemnification, Licensor shall be at liberty to employ an attorney of its own choice to appear and defend such suit, action or proceeding at the expense of Licensee.

#### ARTICLE XIII INSURANCE

13.1 Licensee shall procure before the commencement of business, and maintain in full force and effect during the entire term of this Agreement, at Licensee's sole expense, an insurance policy or policies protecting Licensee and its officers and employees against any loss, liability or expense whatsoever from fire (including extended coverage), personal injury, death, property damage, products liability, theft or due to breach of contract, arising or occurring by reason of Licensee's operation of the business franchised herein and the performance of its services and sale of its products pursuant thereto. Licensor shall be an additional named insured in such policy or policies (Workers' Compensation and comprehensive fire, theft and windstorm coverage as to equipment of Licensee shall be expected). Such policy or policies shall be written by a responsible insurance company or companies satisfactory to Licensor, and shall provide coverage in the minimum amounts of \$500,000.00 per person and \$1,000,000.00 per occurrence with per occurrence and such umbrella coverage as is necessary to cause no less than \$3,000,000.00 to be available for any claim. The insurance afforded by the policy or policies respecting liability shall not be limited in any way by reason of any insurance which may be maintained by Licensor. Within thirty (30) days of the signing of this Agreement, but in no event later than one day before the date on which Licensee first opens for business, the certificates of insurance showing compliance with the foregoing requirements shall be furnished by Licensee to Licensor for approval. Such certificate shall name Licensor as an additional insured and shall state that said policy or policies will not be cancelled or altered without at least ten (10) days prior written notice to Licensor. Maintenance of such insurance, and the performance by Licensee of the obligations under this paragraph, shall not relieve Licensee under the indemnity provision set forth in this Agreement. Minimum limits, as required above, may be modified from time to time, as conditions require, by written notice to Licensee.

13.2 Should Licensee, for any reason, not procure and maintain such insurance coverage as required by this Agreement, then Licensor may, at its option, but shall not be required to, immediately procure such insurance upon notice, and Licensee will pay and reimburse Licensor for all costs of same.

#### ARTICLE XIV TERM

14.0 This Agreement shall be effective and binding from the date of its execution, and the term of the franchise herein granted to Licensee shall continue for 15 years from the date of execution. At the end of the initial term or any renewal, this agreement shall be automatically renewed for successive one (1) year terms unless terminated by One Hundred Eighty (180) day written notice by either party to the other, provided, however, that Licensee shall have faithfully observed and performed all its obligations hereunder. Such renewal shall be without payment of a renewal franchise fee but shall be subject to the following terms and conditions:

- (a) At the expiration of the Initial Term, Licensee shall be in full compliance with this Agreement and all other agreements between Licensee and Licensor or any other person associated with Licensor, and shall have substantially complied with all of their obligations under such agreements throughout all prior Terms;

(b) Licensee shall enter into Licensor's then current standard franchise agreement (which may contain terms substantially different from those in this Agreement) and Licensee and the shareholders, directors and officers of Licensee shall enter into such other agreements and sign such other documents as Licensor then uses or may require in connection with the grant of franchises. This requirement may be waived by written notice from Licensor, in which case all of the terms of this Agreement shall remain in force for the Renewal Term, in which event the words "Initial Term" wherever they appear in this agreement shall be deemed for all purposes to include the Renewal Term.

For the purposes of this Section, Licensee shall be deemed to have withdrawn its request to renew the Franchise, and the option to renew shall thereupon terminate, if Licensee and all required parties other than Licensor fail to execute and return to Licensor its then current standard form of franchise agreement, and such other agreements and documents used or required by Licensor in connection with the grant of franchises, within thirty (30) days after Licensor delivers them to Licensee.

#### ARTICLE XV COVENANTS OF LICENSEE

15.0 Licensee fully realizes that Licensor has granted this License and Franchise Agreement on the representation that Licensee, or its shareholders, if a corporation, or its partners, if a partnership, will personally operate the "A-1 Concrete Leveling" franchise herein granted. Licensee realizes that the success or failure of said franchise business is dependent entirely upon Licensee's or its shareholders' or partners' personal involvement in said business. Licensee may hire additional personnel under Licensee's supervision, who must be trained in accordance with the terms set forth herein. Additionally, any personnel so hired must sign a non-compete agreement in a form supplied by Licensor. Therefore, during the term of this Agreement or any extension thereof:

15.1 Licensee, or its shareholders or partners, shall devote all the time, energy and effort reasonably required for the management and operation of the "A-1 Concrete Leveling" franchise licensed hereunder.

15.2 Licensee and each shareholder, partner or other equity owner of Licensee further covenants that, during the term of this Agreement or any extensions or renewals thereof, and for a period of five (5) years thereafter, regardless of the cause of termination or nonrenewal, the same shall not:

(a) Divert, or attempt to divert, any business of, or any customers of, the "A-1 Concrete Leveling" franchise licensed hereunder to any other competitive establishments, by direct or indirect inducement or otherwise;

(b) Employ, or seek to employ, any person employed by Licensor, or any other person who is at that time operating or employed by or at any other "A-1 Concrete Leveling" franchise, or otherwise directly or indirectly induce such persons to leave their employment thereat.

15.3 Licensee and each shareholder, partner or other equity owner of Licensee further covenants that for a period of five (5) years after any termination or nonrenewal of the franchise, regardless of the cause of such termination or nonrenewal, it shall not, either directly or indirectly, for itself, or on behalf of or in conjunction with any other person, persons, partnership or corporation own, maintain, engage in, or participate in the operation of any business which provides concrete leveling and repair services, caulking, cleaning and sealing of concrete slabs, masonry repair, straightening and reinforcing of basement and structural walls, and straightening and piercing of chimneys, columns, and other structural members, within a radius of fifty (50) miles from the primary area of responsibility as defined in Paragraph 18.1 or any Primary Area of Responsibility of any existing or hereafter established Licensee.

15.4 Licensee and each shareholder, partner or other equity owner of Licensee further covenants that it shall not, during the term of this Agreement or after its termination, communicate or divulge to any other person, persons, partnership or corporation, any information or knowledge concerning the methods of repair, techniques, promotion, sale, service or distribution used in a “A-1 Concrete Leveling” franchise, nor shall Licensee disclose or divulge in whole or in part any trade secrets or private processes of Licensor or its affiliated companies.

15.5 To effectuate the intent of Paragraphs 15.1 through 15.5, Licensee together with its partners, stockholders and employees shall execute and deliver to Licensor a nondisclosure and noncompetition agreement in such form as Licensor may from time to time hereafter prepare and present to Licensee. In addition, Licensee shall cause each of its employees, agents, directors, officers, independent contractors or subcontractors, and any other person or corporation to whom any information regarding the “A-1 Concrete Leveling” Franchised Business may be disclosed, to also execute and deliver to Licensor a nondisclosure and noncompetition agreement as aforementioned.

## ARTICLE XVI PARTNERSHIP, LLC AND CORPORATE ARTICLES

16.0 If Licensee or any successor thereof, is a partnership, limited liability company, or Corporation:

16.1 Upon the execution of this agreement and upon each transfer of an interest in this license or in Licensee or at any other time upon Licensor’s request, Licensee shall furnish to Licensor a list of all partners, members, or shareholders, as the case may be, having an interest in this license or in Licensee, the percentage interest of each partner, member, or shareholder, as applicable, and a list of all officers, managers and directors, as applicable.

16.2 Upon the execution of this agreement and upon each transfer of an interest in this license or in Licensee, all holders of an interest in this license or in Licensee shall execute a written agreement substantially in the form of Schedule “C” personally guaranteeing, jointly and severally with all other holders of an interest in this license or in Licensee the full payment of all monies due and owing and performance of Licensee’s other obligations and all holders of any interest whatsoever in this license or in Licensee shall individually undertake to be bound by this agreement.

16.3 The articles of Licensee’s partnership, partnership agreement, articles or organization, operating agreement, articles of incorporation, by laws, and/or other organizational documents, as applicable, shall recite that the issuance and transfer of any interest therein is restricted by the terms of this Agreement. Licensee shall also submit to Licensor upon execution of this Agreement a partnership, members, or shareholders agreement executed by all the partners, members, or shareholders of Licensee, as applicable, and a resolution of the partners or board of directors ratified by all of Licensee’s partners, members, or shareholders, as applicable, which states in the form and substance of Schedule “D” for a Corporation, Schedule “E” for a Partnership, and Schedule “F” for a Limited Liability Company, all attached hereto, that no shares, units or other interest in Licensee shall be issued, transferred or assigned to any other person or legal entity except in accordance with the terms of this agreement.

16.4 Licensee, if it is a corporation, shall comply with the provisions hereinafter specified and any other conditions which Licensor may reasonably require, including the limitation of the number of the shareholders of the Corporation, shall maintain stop transfer instructions against the transfer on its records of any securities with voting rights subject to the restrictions of this agreement, and shall issue no such securities upon the face of which the following legend, in the following form and substance does not legibly and conspicuously appear:

“The transfer of this share is subject to the terms and conditions of one or more Franchise agreements with A-1 CONCRETE LEVELING, INC. Reference is made to such Franchise agreement(s) and to the restrictive provisions of the Articles and By laws of this corporation.”

Licensee acknowledges that the purpose of the aforesaid restrictions is to protect Licensor’s trademarks, service marks, and operating procedures as well as Licensor’s reputation and image of it and all other Licensees and that they are reasonable and necessary to that end.

ARTICLE XVII  
SALES

17.0 Licensee shall be responsible to use its best efforts to promote, sell and perform its services pursuant to the “A-1 Concrete Leveling” franchise herein granted in its Primary Area of Responsibility, and it shall maintain a staff of trained personnel adequate to cover and promote courteous, first class service to the public and make every effort to maximize sales within the Primary Area of Responsibility.

ARTICLE XVIII  
PRIMARY AREA OF RESPONSIBILITY

18.1 The Primary Area of Responsibility shall be defined as follows:

---

---

---

18.2 Licensor shall not, so long as Licensee complies with the terms of this Agreement, establish a company owned, or grant to any other person, partnership or corporation a license or franchise to establish a “A-1 Concrete Leveling” franchise within the aforesaid Primary Area of Responsibility.

18.3 Licensee understands and agrees that Licensor may at any time establish Licensor owned “A-1 Concrete Leveling” outlets or grant another “A-1 Concrete Leveling” franchise at any location outside the Primary Area of Responsibility as defined in Paragraph 18.1. Licensee disclaims any right to any payment for good will established by its sales within or outside its Primary Area of Responsibility and for reimbursement for sums expended for advertising within or outside its Primary Area of Responsibility.

18.4 Licensee agrees not to operate any other business under the name “A-1 Concrete Leveling” without the prior written consent of Licensor.

18.5 A separate License Agreement shall be executed for each Primary Area of Responsibility assigned.

18.6 Licensee is not prohibited from making sales to customers located outside its Primary Area of Responsibility, however, all such sales shall be reported to the Franchisor. In the event of such sale by Licensee in the Primary Area of Responsibility of another Licensee, Licensee making such sale shall, without prior demand, pay over to the other Licensee a fee equal to 25 percent (25%) of the gross contract price of such sale in order to reimburse said other Licensee for advertising expense and goodwill. Licensee shall not list its business, under the “A-1 Concrete Leveling” name or otherwise, in telephone books or other directory listing services that do not have coverage within the Primary Area of Responsibility, without the prior written consent of the Franchisor. The Franchisor is not prohibited from making sales to customers located inside Licensee’s Primary Area of Responsibility, however, in the event of such sale by the Franchisor, the Franchisor shall, without prior demand, pay over to Licensee a fee equal to 25 percent (25%) of the gross contract price of such sale in order to reimburse Licensee for advertising expense and goodwill.

18.7 If, after Licensee’s second full calendar year of operations, Licensee fails to achieve Gross Receipts of at least Three Hundred Thousand Dollars (\$300,000.00) in each calendar year thereafter, Licensor reserves the right, in its sole and absolute discretion, to reduce or eliminate Licensee’s exclusive rights to the Primary Area of Responsibility, and thereafter the provisions of Section 18.2 hereof shall not apply.

## ARTICLE XIX TERMINATION

19.1 Licensor may, at its election and without prejudice to any other rights or remedies it may possess hereunder or at law or in equity, terminate this Agreement during the term thereof, initial or renewal, upon the occurrence of any one or more of the following events (hereinafter referred to as “Events of Default”):

19.1.1 Any breach or default by Licensee with respect to any of its obligations or liabilities owed to Licensor under this Agreement or any other agreement, note or instrument between the parties hereto;

19.1.2 Any failure, refusal or neglect by Licensee to pay in full within ninety (90) days of its due date any fee, rental, installment payment, indebtedness or other sum whatsoever, due or owing to Licensor or any other supplier, vendor, lessor or creditor of Licensee unless a good faith dispute with regard to such account exists;

19.1.3 If Licensor reasonably determines in good faith that Licensee is unreasonably conducting its business in a manner likely to materially impair the value or reputation of the “A-1 Concrete Leveling” Franchised Business;

19.1.4 Subject to applicable law, if Licensee shall be adjudicated a bankrupt, become insolvent, or a receiver for all or substantially all of Licensee’s property shall be appointed by any court, or if Licensee shall make a general assignment for the benefit of his creditors, or a voluntary or involuntary petition under any bankruptcy act shall be filed with respect to Licensee and the same shall not be dismissed within thirty (30) days thereafter;

19.1.5 The rendering of a final judgment or unappealed decision of a regulatory officer or agency or court which results in a temporary or permanent suspension of any permit or license which is a prerequisite to the operation of Licensee’s Franchised Business under applicable law;

19.1.6 If any report or financial statement required to be furnished to Licensor by Licensee under the terms of this Agreement, or otherwise, shall contain any material untrue statement of fact, or shall omit to state a material fact necessary to make the statements of facts contained therein not misleading, or in the case of any royalty report required herein shall understate Gross Sales or Gross Receipts for any report period;

19.1.7 If Licensee fails to submit reports or other information required by the terms of this Agreement and does not cure such default within five (5) days after notice to cure is given by Licensor, or submits at any time a report, financial statement, tax return, schedule or other information or supporting record which understates the Gross Receipts of Licensee for any period by more than three percent (3%) for a reason other than clerical error, or which understates Gross Receipts of Licensee for any period by more than three percent (3%) on more than two (2) occasions in any twelve (12) month period because of clerical errors;

19.1.8 If Licensee fails to pay any amount owing to Licensor or any affiliate of Licensor within five (5) days after demand for payment;

19.1.9 If Licensee fails to comply with any other provision of this Agreement or any other agreement or undertaking entered into with Licensor or an affiliate thereof relating to Licensee, and unless herein or therein otherwise specified, does not correct such failure within fourteen (14) days after written notice to cure (which shall describe the action that they must take in reasonable detail) is given by Licensor; or

19.1.10 If Licensee fails on two (2) or more separate occasions within any twelve (12) consecutive month period to submit when due financial statements, reports or other data, information or supporting records, to pay when due the royalty and service fees, amounts due for purchases from Licensor or its affiliates or other payments due to Licensor or to pay amounts due to other persons, or otherwise fails to comply with this Agreement whether or not such failure is corrected after notice thereof delivered to Licensee.

19.2 Notwithstanding the provisions hereinabove, Licensor shall provide Licensee with written notice of the existence of an Event of Default and a reasonable opportunity to cure the same (which reasonable opportunity need not, in any event, exceed a period of thirty (30) days from the date of notice of default) before exercising its rights of termination as aforesaid; provided, however, Licensor may terminate this Agreement immediately upon written notice to Licensee, without providing an opportunity to cure, in the event of an Event of Default described in subparagraphs, 19.1.4, 19.1.5, 19.1.7, 19.1.9 or 19.1.10.

19.3 In addition to the specific “Events of Default” set forth in paragraph 19.1, Licensor may, at its election and without prejudice to any other rights or remedies it may possess hereunder or at law or in equity, terminate this Agreement during the term hereof, initial or renewal, upon any breach or default by Licensee with respect to any of its obligations or liabilities owed to Licensor under this Agreement, provided, however, that Licensor shall provide Licensee with written notice of the existence of the aforesaid breach or default and a reasonable opportunity to cure the same (which reasonable opportunity need not, in any event, exceed a period of thirty (30) days from the date of notice) before exercising its right of termination as aforesaid.

## ARTICLE XX RIGHTS AND DUTIES OF PARTIES UPON NONRENEWAL OR TERMINATION

20.1 Upon nonrenewal or termination of the term of this Agreement, whether initial or renewal:

20.1.1 All rights and licenses granted to Licensee by Licensor herein, or otherwise, shall immediately cease and terminate, and Licensee shall not thereafter use, by advertising or in any manner whatsoever, Licensor’s system and its associated trade names, trademarks, service marks, trade secrets and other Proprietary Rights, or any signs or printed matter bearing any of the aforesaid names, marks or rights, or any reference to them, and all right, title and interest whatsoever in the aforesaid shall immediately revert to and be vested in Licensor. Licensee shall not represent or advertise that Licensor or Licensee were formerly parties to this Agreement, or that Licensee did business under the trademarks or name of Licensor. Licensee acknowledges that, as between Licensor and Licensee, Licensor has the sole rights to and interest in all telephone, telecopy or facsimile machine numbers, directory listings, URL’s web page identifiers, email addresses, social media addresses (including Google Business, Twitter and Facebook) that are associated with any intellectual property of Licensor (collectively, “Associated Accounts”), and Licensee shall take all steps as Licensor shall require to name Licensor as administrator, named contact, authorized user, or such other role as may be required for Licensor to take control of the Associated Accounts. Licensee authorizes Franchisor, and hereby appoints

Franchisor and any of its officers, as Licensee's attorney in fact, to direct the telephone company, all telephone directory publishers, any electronic transfer agency, any URL or webpage host, and any other electronic business, company, transfer agent, host, webmaster, and the like to transfer to the Franchisor all telephone, facsimile machine numbers, and directory listings, and all electronic listings, web pages, social media pages or identities (including but not limited to Google Business, Twitter, and Facebook), URL's, email addresses and the like that relate to the Franchised Business, should Licensee fail or refuse to do so, and any party named herein may accept such direction under this Agreement as conclusive of Franchisor's exclusive rights in and to such information, site, URL, electronic media, telephone numbers, directory listings and the like and Franchisor's authority to direct their transfer.

20.1.2 Licensee shall forthwith return to Licensor, at Licensee's expense, all business manuals and other materials containing Licensor's trade secrets, operating instructions, business practices or other confidential information, and any and all copies, that are in the possession of Licensee.

20.1.3 Licensor shall have the first option for one hundred twenty (120) days following any such nonrenewal or termination to purchase Licensee's business location or assume its lease. Licensor shall further have the first option for one hundred twenty (120) days following any such nonrenewal or termination to purchase some, all or none of Licensee's furniture, fixtures, signs, vehicles, equipment, leasehold improvements and other property or any portion thereof for a sum equal to the fair market value of such property. If the parties hereto are unable to agree as to the fair market value of the property to be purchased pursuant to the option as aforesaid, said fair market value shall be determined by appraisal, each party selecting one qualified appraiser and the two appraisers so chosen selecting a third appraiser. In determining fair market value, the appraiser shall not include any amount for good will or going concern value. The decision of a majority of the appraisers so chosen shall be conclusive. Licensor shall have the right at any time within the one hundred twenty (120) day period following the appraiser's valuation to exercise its option by delivery to Licensee of the purchase price so determined in cash or by certified or official bank check. If Licensor shall not have delivered said purchase price within the aforesaid one hundred twenty (120) day period, the aforesaid option shall lapse and expire.

20.1.4 Licensee shall promptly pay Licensor all sums owing from Licensee to Licensor pursuant to the terms of this Agreement or any other agreement, instrument or note between the parties hereto, whether due by maturity, acceleration, or otherwise. The aforesaid sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Licensor by reason of default hereunder by Licensee, and said sums shall also include all costs and expenses, including reasonable attorneys' fees, incurred by Licensor in obtaining injunctive relief to enforce the provisions of this Agreement.

20.1.5 Licensee agrees that immediately upon the termination or expiration of this Agreement, it will cancel all style name or assumed name registrations relating to Licensee, and will cease all use of the marks and will not thereafter directly or indirectly at any time or in any manner identify any premises or any business as a franchise, or itself as a licensee or former licensee of, or otherwise associated with, Licensor; nor will it use any of the marks or any colorable imitation thereof in any manner or for any purpose. Licensee agrees to transfer all web

presence including all web addresses and e-mail addresses associated with the company, notify the telephone company and all other such listing agencies of the termination or expiration of its right to use any telephone number and any classified or other directory listings associated with the Business, and it shall do all such acts and things as may be necessary or desirable to transfer their web presence and such numbers to Licensor or its designee. Licensee acknowledges that, as between Licensor and Licensee, Licensor has the sole rights to and interest in all web addresses, e-mail addresses, telephone numbers and directory listings associated with the Business.

20.2 No right or remedy herein conferred upon or reserved to Licensor is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder.

20.3 Arbitration. As concluded by the parties hereto upon the advice of counsel, and as evidenced by the signatures of the parties hereto, it is agreed that all questions as to rights and obligations arising under the terms of this contract are subject to arbitration, and such arbitration shall be governed by the commercial arbitration rules of the American Arbitration Association.

20.3.1 If a dispute should arise under this contract, either party may within 60 days make a demand for arbitration by filing a demand in writing with the other.

20.3.2 The parties hereto may agree upon one arbitrator, but in the event that they cannot so agree, there shall be three arbitrators, one named in writing by each of the parties within 20 days after demand for arbitration is made, and a third to be chosen by the two so named. Should either party refuse or neglect to join in the appointment of the arbitrators, they shall be appointed in accordance with the provisions of Section 12 of the commercial arbitration rules.

20.3.3 All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Akron, Ohio. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators. Notice shall be given and the hearing shall be conducted in accordance with the provisions of the commercial arbitration rules. The arbitrators shall hear and determine the matter and shall execute and acknowledge their award in writing and deliver a copy thereof to each of the parties by registered or certified mail.

20.3.4 If there is only one arbitrator, his decision shall be binding and conclusive on the parties. If there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrators and the rendering of their decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrators may be rendered by the Summit County, Ohio Common Pleas Court, the parties agreeing that said court shall be the exclusive venue and shall have exclusive jurisdiction as to all arbitrated disputes herein; however, such court may not vacate, modify, or correct the award but shall only use its powers, both legal and equitable, to enforce the decision of the arbitrators. Exclusive venue and exclusive jurisdiction for any other litigation arising under hereunder shall be in the State of Ohio.

20.3.5 If the arbitrators selected pursuant to paragraph 20.3.2 hereof shall fail to reach an agreement within 10 days, they shall be discharged, and three new arbitrators shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by two of the three arbitrators selected.

20.3.6 The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine.

## ARTICLE XXI ASSIGNABILITY AND TRANSFERABILITY

21.1 This Agreement and all rights hereunder may be assigned and transferred by Licensor and, if so, shall be binding upon and inure to the benefit of Licensor's successors and assigns. Notwithstanding the foregoing, Licensor shall not directly or indirectly convey, assign, or otherwise transfer its obligations, required to be performed by Licensor hereunder, unless the commitments to establish a franchise have been met or provided for an adequate provision has been made by Licensor to provide further required contractual services.

21.2 Licensee shall not, nor shall any shareholder, partner, or other equity participant in Licensee, without Licensor's prior written consent, voluntarily or involuntarily, by operation of law, by death or otherwise, sell, assign, transfer, convey to any person or firm or corporation (whether any shares of said corporation or a substantial partnership interest in said firm is or are owned by him or others) or encumber its interest in this Agreement and/or in the licenses granted hereby, or in his shares, partnership or other equity interest in Licensee, or offer to do so or permit or suffer the same; and any purported sale, assignment, transfer or conveyance thereof shall constitute a default hereunder and shall be null and void. Licensor shall not unreasonably withhold said consent providing the transferee is of good character and reputation, is of such a financial condition as to justify said transfer, and, in the reasonable discretion of Licensor, possesses such qualifications as reasonably relate to the future successful operation of the business as Licensor then requires of new Licensees. Consent to an assignment otherwise permitted or permissible as reasonable may be refused unless: (a) all obligations of Licensee as set forth in this Agreement are assumed by the assignee; (b) all prior ascertained or liquidated debts of Licensee are paid prior to or concurrently with the assignment; (c) Licensee is not in default hereunder; (d) the assignee is trained as required of new licensees under Licensor's then current form of Agreement and policies relating thereto; and (e) the assignee agrees to execute the then current form of this Agreement and to operate the Franchised Business pursuant to the terms thereof.

21.3 In the event that Licensee should desire to sell, transfer or convey all or any portion of or interest in its business licensed hereunder, this Agreement, or any significant portion of its assets used in the conduct of said business, to a third person not a party to this Agreement, other than for transfers pursuant to paragraph 21.7, Licensee shall first submit to Licensor a copy of said third party's written offer to Licensee, which offer shall set forth the identity of the third party offeror, the specific assets and property of Licensee covered by said offer, and the offering price and the terms of payment thereof; whereupon Licensor shall have the first right and option to purchase said assets and property upon the same terms as contained in said offer. The aforesaid

first option right in Licensor shall be exercisable by it at any time within thirty (30) days of its receipt of the aforesaid copy of the third party's offer to Licensee, by written acceptance from Licensor to Licensee. Closing of the sale transaction shall take place, on the same terms and conditions as contained in the original offer from the third party, at such time and place as the parties shall mutually agree, provided, however, that in no event shall such closing be later than sixty (60) days after Licensor's written acceptance of the offer.

21.4 In the event that Licensor does not elect to exercise its first option as set forth in Paragraph 21.3 within the time limits therein established, then Licensee shall be free for a period of sixty (60) days from the date of notice of the offer to Licensor to accept the original offer from the third party offeror on the precise terms as set forth in such original offer, subject to Licensor's right of consent set forth in Paragraph 21.2 hereinabove. If Licensee and the third party offeror shall vary the terms of their transaction in any manner more favorable to the offeror than those contained in the original offer, the offer shall be extended again to Licensor as provided in Paragraph 21.3 hereinabove, but with such more favorable terms.

21.5 In the event of the consummation of any transfer of the franchise to a third party offeror as herein permitted, Licensee shall pay Licensor contemporaneous therewith a reasonable sum not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for the supervision, administration, accounting, and/or other expenses of Licensor in connection with such transfer.

21.6 Any permitted assignee of the franchise shall attend and satisfactorily complete, at assignee's expense, the training program of Licensor.

21.7 Irrespective of any provision herein to the contrary, Licensee may transfer, both during the lifetime of any individual or in the event of the death or incapacity of any shareholder or partner thereof, all the right, title and interest of such person under this License and Franchise Agreement to such person's personal representatives and/or heirs, provided that Licensor consents to such transfer in the same manner as set forth in paragraph 21.2 herein with respect to voluntary transfers and further that all such transferees sign the then current form of License and Franchise Agreement as Licensor then requires. In the event that the Franchisor for good cause does not consent to such transfer, the Franchisor will have the same option to purchase as set forth above with respect to nonrenewals or terminations or other third party transfer.

## ARTICLE XXII TAXES AND PERMITS

22.1 Licensee shall promptly pay when due all taxes and assessments against the premises or the equipment used in connection with Licensee's business, and all liens or encumbrances of every kind or character created or placed upon or against any of said property, and all accounts and other indebtedness of every kind incurred by Licensee in the conduct of said business.

22.2 Licensee shall comply with all federal, state, and local laws and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of its "A-1 Concrete Leveling" Franchised Business.

## ARTICLE XXIII

## INDEPENDENT CONTRACTOR

23.1 This Agreement does not constitute Licensee as an agent, legal representative, joint venturer, partner, employee, or servant of Licensor for any purpose whatsoever; and it is understood between the parties hereto that Licensee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Licensor. Licensee shall prominently display in its place of business, and on literature or other forms of communication, a legend stating that said business is operated by Licensee as a licensee of Licensor, and not as an agent thereof.

## ARTICLE XXIV GENERAL PROVISIONS

24.1 In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be separable and of no force or effect in such jurisdiction or, if possible, shall be limited in scope so as to permit enforceability under the controlling laws; and the remainder of this Agreement shall be deemed to be valid and in full force and effect.

24.2 Any waiver by Licensor of any breach or default by Licensee shall not be deemed to be a waiver of any other or subsequent breach or default nor an estoppel to enforce its rights in the event of any other or subsequent breach.

24.3 This Agreement, and the provisions of the Franchise Disclosure Document previously provided to Licensee, constitutes the sole Agreement between the parties with respect to the "A-1 Concrete Leveling" franchise. There are no representations of any kind except as contained herein, and in said Franchise Disclosure Document. This provision shall not be construed as a waiver of the rights of Licensee under rules promulgated by the Federal Trade Commission pertaining to Franchised Business opportunities, or to relevant provisions of the law of the State of Ohio.

24.4 Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein shall be in writing, signed by the party giving the same, and either (i) personally delivered; or (ii) deposited in the registered or certified United States mail, return receipt requested, postage prepaid, to such address as was given to the other party; or (iii) sent by recognized overnight courier with signature delivery confirmation to such address as was given to the other party. Notice for purposes of this Agreement shall be deemed to have been received on the date indicated on such return receipt or delivery confirmation, or when personally delivered, as the case may be.

24.5 If Licensee shall bring an action in any Court, or before any administrative agency, whether state, provincial or federal, which suit attacks or questions in any manner the enforceability, validity, or legality of this License and Franchise Agreement, or any part hereof, or any right granted hereunder, including, but not limited to any suit brought alleging violations of any federal, provincial or state antitrust or securities law or regulation, then if such suit shall be dismissed, whether voluntarily or involuntarily, or if a judgment shall be rendered against Licensee, then Licensee covenants and agrees to pay all legal expenses of Licensor, including,

but not limited to, the fees of all expert witnesses incurred by Licensor and the attorney fees of Licensor.

24.6 Reference to Licensee as neuter shall also include a male or female licensee, partnership or corporation or any other business entity. Headings and captions contained herein are for convenience of reference only and shall not be taken into account in construing or interpreting this Agreement.

24.7 Subject to the terms of Article XXI hereof, this Agreement shall be binding upon and inure to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

24.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement may be executed by facsimile or electronic mail of a document in Portable Document Format (“pdf”), scanned manually signed signature pages, or other electronic file based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docuSign.com](http://www.docuSign.com)) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be an original document, valid and effective for all purposes.

24.9 This Agreement shall be effective only when approved by an officer of Licensor and shall be governed by and interpreted in accordance with the laws of the State of Ohio.

24.10 This Agreement shall be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations. If any provision of this Agreement shall be adjudged or decreed by a court of competent jurisdiction as inconsistent with any provision of applicable state or provincial law, then such provision of applicable state or provincial law shall take precedence and the conflicting provision of this Agreement shall be of no further force or effect.

24.11 Licensee acknowledges that its failure to comply with the terms of this Agreement could cause Licensor irreparable harm which may not be compensable by way of damages; Licensor shall therefore be entitled to apply to a court of competent jurisdiction to appoint itself or another person as receiver or receiver and manager of Licensee’s Business and to obtain, without bond, declarations, temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement. If Licensor secures any such injunction, declaration or order of specific performance, Licensee agrees to pay to it an amount equal to the aggregate of its reasonable costs of obtaining such relief, including without limitation, legal costs and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages awarded as a result of the breach of any such provision.

24.12 Licensee agrees that it will not, on grounds of an alleged nonperformance by Licensor of any of its obligations herein contained or any other reason, withhold payment of any amount due whatsoever. No endorsement or statement on any check, or payment of any sum less than the full sum due to Licensor, shall be construed as an acknowledgment of payment in full or

an accord and satisfaction, and Licensor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. Licensor may apply any payments made by Licensee against any past due indebtedness of Licensee as Licensor may see fit. Licensor may apply any payments due to Licensee towards debts owed to it by Licensee and may pay any such amounts directly to Licensee's unpaid trade creditors.

**[Signature Page Follows]**

**NOTICE**

THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED TO BE UNDERTAKEN BY LICENSEE BY VIRTUE OF THIS AGREEMENT IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON THE ABILITY OF LICENSEE AS AN INDEPENDENT BUSINESSPERSON, AS WELL AS OTHER FACTORS. LICENSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREBY.

LICENSEE ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS AGREEMENT AFTER MAKING AN INDEPENDENT INVESTIGATION OF LICENSOR'S OPERATIONS, AND NOT UPON ANY REPRESENTATION AS TO PROFITS WHICH LICENSEE IN PARTICULAR MIGHT BE EXPECTED TO REALIZE, NOR HAS ANYONE MADE ANY OTHER REPRESENTATION WHICH IS NOT EXPRESSLY SET FORTH HEREIN OR IN THE FRANCHISE DISCLOSURE DOCUMENT, TO INDUCE LICENSEE TO ACCEPT THIS FRANCHISE AND EXECUTE THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement as of the day and year first above written.

LICENSEE:

\_\_\_\_\_  
\_\_\_\_\_

LICENSOR:  
A-1 CONCRETE LEVELING, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

SCHEDULE A  
TO  
A-1 CONCRETE LEVELING, INC.  
LICENSE AND FRANCHISE AGREEMENT

Licensee has the right and privilege to use the following patents, trademarks, service marks, trade names, logotypes, confidential and proprietary information, and technical know-how (collectively referred to as the "Proprietary Rights") in accordance with the License and Franchise Agreement to which this Schedule is attached and forms a part.

This Schedule A may be amended by the Franchisor from time to time in order to make available additional Proprietary Rights or to delete those which become unavailable. Licensee agrees to use only those Proprietary Rights which are then currently authorized.

Service Marks:

<u>Mark</u>	<u>Registration Date/Registration No.</u>
A-1 CONCRETE LEVELING	February 8, 1994/1,820,157
WE PUMP IT UP!	February 22, 1994/1,823,207
JACK SLAB LOGO	January 23, 1996/1,951,087
AMERICA'S LARGEST CONCRETE LEVELER	November 1, 2005/3,011,374

Patents:

<u>Description</u>	<u>Issue Date/Patent No.</u>
Mechanical Device for Flaring a Piling Member	February 28, 2006/7,004,685

SCHEDULE B  
INITIAL TOOL PACKAGE

1. One (1) 16" Concrete Saw w/ Blade
2. One (1) 1 1/2" Hammer Drill w/ Bit
3. 100 feet of Grout Hose
4. 100 feet Rubber Garden Hose
5. Two (2) Hose Nozzles
6. One (1) 4 lb. Hammer
7. One (1) Spud Bar - Flat
8. One (1) Pointing Trowels
9. One (1) Marginal Trowel
10. One (1) Shovel - Square Point
11. One (1) Shovel - Round Point
12. One (1) 7/8" T-Handle Socket
13. One (1) 4' Level
14. One (1) Right Angle Clean Out Tool
15. One (1) Johnson Bar
16. One (1) Grease Gun
17. One (1) set of safety glasses and hearing protection
18. Six (6) plastic grouting plugs
19. One (1) OSHA approved 1gal. Gas can
20. One (1) Hose reel
21. 100 feet of Number 12 Extension Cord /w GFI
22. 3 Safety Cones
23. 100 feet of Backer Rod
24. One (1) 25 lb. bag of Non-Shrinking Grout

SCHEDULE C  
PERSONAL GUARANTY

We, the undersigned, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby personally guarantee to A-1 Concrete Leveling, Inc. all payments to be made by \_\_\_\_\_, Licensee, under the License and Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_, by which Licensee is obligated in part to make certain payments in accordance with said agreement.

We agree to pay on demand, jointly and severally, any sum that may become due to A-1 Concrete Leveling, Inc. whenever Licensee fails to make timely payment. It is understood that this guaranty shall be a continuing, irrevocable guaranty and indemnity for any indebtedness of Licensee under the License and Franchise Agreement. We agree that any notice provided to Licensee as required by the License and Franchise Agreement shall be deemed to have been provided to us personally.

We further agree that our personal consent shall not be required for any modification, renewal, or exercise of option by Licensee under the License and Franchise Agreement, and that any such act by Licensee will not cancel or alter this guaranty in any way.

We agree that this Agreement shall be governed by the laws of the State of Ohio and consent to jurisdiction of any Court of Record within the Ohio or in the United States in determining any liabilities arising hereunder. Further, it is agreed that all questions as to rights and obligations arising under the terms of this contract are subject to arbitration, and such arbitration shall be governed by the commercial arbitration rules of the American Arbitration Association. If a dispute should arise under this contract, either party may within 60 days make a demand for arbitration by filing a demand in writing with the other. The parties hereto may agree upon one arbitrator, but in the event that they cannot so agree, there shall be three arbitrators, one named in writing by each of the parties within 20 days after demand for arbitration is made, and a third to be chosen by the two so named. Should either party refuse or neglect to join in the appointment of the arbitrators, they shall be appointed in accordance with the provisions of Section 12 of the commercial arbitration rules. All arbitration hearing conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Akron, Ohio. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said City as is selected by the arbitrators. Notice shall be given, and the hearing conducted, in accordance with the provisions of the commercial arbitration rules. The arbitrators shall hear and determine the matter and shall execute and acknowledge their award in writing and deliver a copy thereof to each of the parties by registered or certified mail. If there is only one arbitrator, his decision shall be binding and conclusive on the parties. If there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrators and the rendering of their decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrators may be rendered by the Summit County, Ohio Common Pleas Court, the parties agreeing that said court shall be the exclusive venue and shall have exclusive jurisdiction as to all disputes herein; or such court may vacate, modify, or correct the award. If the arbitrators selected pursuant hereto shall fail to reach an agreement within 10 days, they shall be discharged, and three new arbitrators shall be appointed

and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by two of the three arbitrators selected. The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine.

Witness our hands on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE D  
CORPORATE RESOLUTION

We, the undersigned, being all the shareholders of \_\_\_\_\_ do hereby ratify and adopt the following resolution:

BE IT RESOLVED, that the Corporation shall restrict the issuance, transfer or assignment of shares in the Corporation so such issuance, transfer or assignment be conducted only in such a manner as to be in accordance with the A-1 Concrete Leveling, Inc. Franchise and License Agreement entered into on \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

SCHEDULE E  
PARTNERSHIP AUTHORIZATION

We, the undersigned, being all of the members of the partnership known as \_\_\_\_\_  
\_\_\_\_\_ do hereby unanimously agree that:

The Partnership shall restrict the issuance, transfer and assignability of any partnership interest so that such issuance, transfer or assignment is in accordance with the License and Franchise Agreement entered into with A-1 Concrete Leveling, Inc. on \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Partner

SCHEDULE F  
LIMITED LIABILITY COMPANY AUTHORIZATION

We, the undersigned, being all of the members of the Limited Liability Company known as \_\_\_\_\_ do hereby unanimously agree that:

The Limited Liability Company shall restrict the issuance, transfer and assignability of any membership interest so that such issuance, transfer or assignment is in accordance with the License and Franchise Agreement entered into with A-1 Concrete Leveling, Inc. on \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

## EXHIBIT D – CONFIDENTIALITY AGREEMENT

A-1 Concrete Leveling, Inc.  
An Ohio Corporation  
388 S. Main Street, Suite 402B  
Akron, Ohio 44311  
888-675-3835

### CONFIDENTIALITY AGREEMENT

You have requested information from A-1 Concrete Leveling, Inc. (“A-1”) connection with your consideration of a transaction between you and A-1 . As a condition to our furnishing such information to you, we request that you agree, as set forth below, to treat confidentially such information and any other information we or our agents furnish to you, whether furnished before or after the date of this letter (collectively, the “Evaluation Material”).

You agree that the Evaluation Material (including but not limited to our Confidential Operations Manual) will not be used by you in any way detrimental to A-1 and that such information will be kept confidential by you and your agents and representatives (it being understood that such agents and representatives shall be informed by you of the confidential nature of such information and shall be directed by you treat such information confidentially), and (2) any disclosure of such information may be made to which A-1 consents in writing in advance.

Without the prior written consent of A-1, you will not disclose to any person, and will direct your agents and representatives not to disclose to any person, either the fact that discussions or negotiations are taking place concerning a possible transaction between you and A-1 or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. The term “person” as used in this letter shall be broadly interpreted to include without limitation any corporation, company, partnership and individual.

In the event that no transaction is effected between you and A-1 after you have been furnished with Evaluation Material, you will promptly upon the request of A-1 deliver to A-1 the Evaluation Material, without retaining any copy thereof.

Although you understand that we have endeavored to include in the Evaluation Material information known to us which we believe to be relevant for the purpose of your investigation, you further understand that we do not make any representation or warranty as to the accuracy or completeness of the Evaluation Material, and you shall not be entitled to rely on any representations, covenants, agreements or warranties which may be made by A-1 or its representatives other than those express representations, a definitive written agreement, when and if such an agreement is entered into. You agree that neither A-1 nor its representatives shall have any liability to you or any of your representatives resulting from the use of the Evaluation Material by you or such representatives.

It is further understood and agreed that no failure or delay by A-1 in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

This letter agreement shall be governed and construed in accordance with the laws of the State of Ohio.

If you are in agreement with the foregoing, please sign and return one copy of this letter which will constitute our agreement with respect to the subject matter of this letter.

Very Truly yours,

A-1 Concrete Leveling, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Confirmed and Agreed to:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT E - TABLE OF CONTENTS TO OPERATIONS MANUAL

The Operations Manual is maintained online, on our website [www.a1concrete.com](http://www.a1concrete.com). Login information is required to access the Operations Manual, which is provided to all Licensees. The online Operations Manual is organized into modules, each of which has sub-headings. Following is a list of the modules and sub-headings:

### The A-1 Brand

- Introduction to A-1 Concrete Leveling
- The A-1 Mission Statement
- Expectations for Upholding the A-1 Brand
- The A-1 Brand/Style Guide

### Business Planning

- Introduction to Running a Profitable A-1 Franchise
- Your Year-one Plan
- Setting Goals
- Planning for Growth
- Building Your Team
- Implementing Tactics
- Measuring Results

### Human Resources

- Philosophy of HR
- How to Hire Your Team
- Onboarding and Training
- Managing Team Members
- Measuring Performance

### Marketing

- Philosophy of Marketing
- Inbound Marketing
- Outbound Marketing
- Marketing to Specific Customer Types
- Tracking and Reporting on Marketing Performance

### Sales

- Philosophy of Sales
- The Sales Process
- Training in Sales
- Selling to Specific Customer Types
- Tracking and Reporting on Sales Performance

## Office Management

- Philosophy of Office Management
- Prospect/Customer Workflows
- Managing Large Projects
- Customer Support
- Tracking and Reporting on Office Performance

## Technology Management

- Hardware/Software Setup/Management

## Services and Production Management

- Philosophy of the Service and Production Team
- Concrete Repair Tech. Training
- Tracking and Reporting on Production Performance

## Shop & Equipment

- Truck Maintenance & Repair
- Hand Tool Maintenance & Repair
- Shop and Inventory Management

## Legal

- Business Structure
- Trademarks and Their Proper Use
- Customer Agreements
- Required Certifications
- Insurance Requirements

## Money Management/Bookkeeping

- Accounting Standards
- Bookkeeping Setup and Use
- Payroll
- Taxes
- Royalty Reporting
- Tracking and Reporting
- Forecasting and Profitability

EXHIBIT F - LIST OF FRANCHISES  
AS OF DECEMBER 31, 2024

COLORADO

Eric Jocz  
A-1 Concrete Leveling Colorado Springs  
3685 Powell Point, Apt. 306  
Colorado Springs, CO 80922  
(719) 499-1426

Mike Komp  
A-1 Concrete Leveling Denver North  
A-1 Concrete Leveling Denver South  
A-1 Concrete Leveling Fort Collins  
1685 S. Colorado Blvd., Unit S #178  
Denver, CO 80222  
(216) 970-1869

GEORGIA

Tristan Gnagey  
A-1 Concrete Leveling Atlanta  
759 Braidwood Cove NW  
Acworth, GA 30101  
(770) 591-6500

ILLINOIS

Tony Goforth  
A-1 Concrete Leveling Collinsville/  
Marysville  
1320 Pleasant Ridge Road  
Maryville, IL 62026  
(618) 920-8331

INDIANA

Tim Hill  
A-1 Concrete Leveling Anderson/Muncie  
A-1 Concrete Leveling Fort Wayne  
4723 State Rd. 930  
Fort Wayne, IN 46803  
(260) 615-9351

Ron Bowen  
A-1 Concrete Leveling Indianapolis  
10816 Deandra Drive  
Zionsville, IN 46077  
(317) 281-1067

Jamie Moore  
A-1 Concrete Leveling Lafayette  
2479 E. 280 South  
Crawfordsville, IN 47933  
(765) 230-1737

Paul Royer  
A-1 Concrete Leveling South Bend  
25743 S.R. 119  
Goshen, IN 46526  
(574) 612-8098

IOWA

Dan Bishop  
A-1 Concrete Leveling Des Moines  
6748 W. 140th Street S.  
Mitchellville, IA 50169  
(515) 965-9176

KANSAS

John Kretzer  
A-1 Concrete Leveling Wichita  
4151 N. Seneca  
Wichita, KS 67204  
(316) 945 0058

KENTUCKY

Steve Shipley  
A-1 Concrete Leveling Lexington  
1343 Strawberry Lane  
Lexington, KY 40502  
(877) 455-3835

Robert Rasnick  
A-1 Concrete Leveling Louisville  
3125 Timberlake Court  
Jeffersonville, IN 47130  
(812) 246-2550

MICHIGAN

Darrel Maute  
A-1 Concrete Leveling Ann Arbor  
A-1 Concrete Leveling Lansing  
A-1 Concrete Leveling Oakland  
6590 Rawsonville Road  
Belleville, MI 48111  
(800) 538-3514

Eric Olsen  
A-1 Concrete Leveling Flint  
1308 Sunset Boulevard  
Flint, MI 48507  
(810) 444-1603

MINNESOTA

Fred VanDeVenter  
A-1 Concrete Leveling Minneapolis  
22522 165th Street  
Elk River, MN 55330  
(763) 262-2827

MISSOURI

Todd Hall  
A-1 Concrete Leveling Kansas City  
816 NE Emily Lane  
Lee's Summit, MO 64086  
(816) 918-0841

Alan Benes  
A-1 Concrete Leveling St. Louis  
754 Kraffel Lane  
Town & Country, MO 63017  
(636) 529-0635

NEW YORK

Peter Easton  
A-1 Concrete Leveling Buffalo  
125 Delton Street  
Tonawanda, NY 14150  
(800) 574-6511

OHIO

Ron Nichols  
A-1 Concrete Leveling Akron-Canton  
8529 Cleveland Avenue  
North Canton, OH 44720  
(614) 575-0123

John Romanin  
A-1 Concrete Leveling Cleveland East  
13178 Woodcrest Lane  
Chesterland, OH 44026  
(440) 729-2473

OHIO (Cont.)

Marsha Clapham  
A-1 Concrete Leveling Cleveland West  
P.O. Box 39625  
North Ridgeville, OH 44039-0625  
(440) 327-0101

Clay Morton  
A-1 Concrete Leveling Cincinnati  
4124 31st Avenue  
Cincinnati, OH 45209  
(866) 816-9600

Jamey Nichols  
A-1 Concrete Leveling Columbus  
North/Mansfield  
3450 State Route 24  
Cardington, OH 43315  
(614) 206-7582

Ron Nichols  
A-1 Concrete Leveling Columbus South  
2199 Lockbourne Road  
Columbus, OH 43207  
(614) 575-0123

Greg Landes  
A-1 Concrete Leveling Dayton  
9515 Haber Road  
Clayton, OH 45315  
(937) 832-1921

Darrel Maute  
A-1 Concrete Leveling Toledo  
6590 Rawsonville Road  
Belleville, MI 48111  
(800) 538-3514

Don Perkins  
A-1 Concrete Leveling Youngstown  
734 Regal Drive  
Austintown, OH 44515  
(330) 398-9561

PENNSYLVANIA

John Hair  
A-1 Concrete Leveling Central PA  
229 Petersburg Road  
Carlisle, PA 17013  
(800) 822-8880

Don Perkins  
A-1 Concrete Leveling Erie  
A-1 Concrete Leveling Pittsburgh  
734 Regal Drive  
Austintown, OH 44515  
(330) 398-9561

Joe and Don Boone  
A-1 Concrete Leveling Philadelphia  
P.O. Box 95  
Willow Grove, PA 19090  
(855) 217-4455

TENNESSEE

Jim Swinehart  
A-1 Concrete Leveling Tri-Cities  
1306 Suntree Drive  
Unicoi, TN 37692  
(423) 426-3752

Ryan Perkins  
Clay Morton  
A-1 Concrete Leveling Nashville  
3444 Howard Bridge Road  
Columbia, TN 38401  
(615) 207-7103

VIRGINIA

Mark Howley  
A-1 Concrete Leveling Northern Virginia  
2660 Yukon Road  
Herndon, VA 20171  
(703) 969-9877

VIRGINIA (Cont.)

Stafford Cary  
A-1 Concrete Leveling Richmond  
2635 Steger Creek Road  
Powhatan, VA 23139  
(804) 690-5652

## EXHIBIT G - FINANCIAL STATEMENTS

Following this page are audited financial statements for the fiscal years ending December 31, 2022, 2023, and 2024 of A-1 Concrete Leveling, Inc. along with internally prepared, unaudited financial statements of A-1 Concrete Leveling, Inc. for the period from January 1 – June 30, 2025.



A S S U R A N C E D I M E N S I O N S

Financial Statements and Independent Auditor's Report

**A-1 Concrete Leveling, Inc.**

December 31, 2024, 2023 and 2022

# A-1 Concrete Leveling, Inc.

## Table of Contents

---

Independent Auditor's Report.....	1-2
Financial Statements:	
Balance Sheets .....	3
Statements of Income and Retained Earnings.....	4
Statements of Cash Flows .....	5
Notes to the Financial Statements .....	6-10



## INDEPENDENT AUDITOR'S REPORT

To the Stockholder and Management of **A-1 Concrete Leveling, Inc.**

### Opinion

We have performed audits of the accompanying financial statements of **A-1 Concrete Leveling, Inc.** (the "Company"), which comprise the balance sheets as of December 31, 2024, 2023 and 2022, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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 error or fraud.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

#### ASSURANCE DIMENSIONS, LLC

also d/b/a McNAMARA and ASSOCIATES, LLC

TAMPA BAY: 4920 W Cypress Street, Suite 102 | Tampa, FL 33607 | Office: 813.443.5048 | Fax: 813.443.5053

JACKSONVILLE: 7800 Belfort Parkway, Suite 290 | Jacksonville, FL 32256 | Office: 888.410.2323 | Fax: 813.443.5053

ORLANDO: 1800 Pembroke Drive, Suite 300 | Orlando, FL 32810 | Office: 888.410.2323 | Fax: 813.443.5053

SOUTH FLORIDA: 3111 N. University Drive, Suite 621 | Coral Springs, FL 33065 | Office: 754.800.3400 | Fax: 813.443.5053

[www.assurancedimensions.com](http://www.assurancedimensions.com)



In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Assurance Dimensions*

Jacksonville, Florida  
March 20, 2025

**ASSURANCE DIMENSIONS, LLC**

**also d/b/a McNAMARA and ASSOCIATES, LLC**

**TAMPA BAY:** 4920 W Cypress Street, Suite 102 | Tampa, FL 33607 | Office: 813.443.5048 | Fax: 813.443.5053

**JACKSONVILLE:** 7800 Belfort Parkway, Suite 290 | Jacksonville, FL 32256 | Office: 888.410.2323 | Fax: 813.443.5053

**ORLANDO:** 1800 Pembroke Drive, Suite 300 | Orlando, FL 32810 | Office: 888.410.2323 | Fax: 813.443.5053

**SOUTH FLORIDA:** 3111 N. University Drive, Suite 621 | Coral Springs, FL 33065 | Office: 754.800.3400 | Fax: 813.443.5053

[www.assurancedimensions.com](http://www.assurancedimensions.com)

**A-1 Concrete Leveling, Inc.**  
**Balance Sheets**  
**As of December 31, 2024, 2023 and 2022**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
<b><u>Assets</u></b>			
Current assets:			
Cash	\$ 223,943	\$ 281,856	\$ 127,685
Accounts receivable net of allowance for credit losses of \$28,000 in 2023, with no allowance in 2024 and 2022	94,217	204,130	208,160
Prepaid expenses	209,611	4,581	4,252
Total current assets	<u>527,771</u>	<u>490,567</u>	<u>340,097</u>
Due from related parties	18,135	17,854	17,929
Total assets	<u>\$ 545,906</u>	<u>\$ 508,421</u>	<u>\$ 358,026</u>
<b><u>Liabilities and Stockholder's Equity</u></b>			
Current liabilities:			
Accounts payable and accrued expenses	\$ 16,290	\$ 12,535	\$ 26,534
Note payable, current portion, net of discount	-	235,674	220,326
Total current liabilities	<u>16,290</u>	<u>248,209</u>	<u>246,860</u>
Note payable, net of current portion and discount	-	-	235,674
Total liabilities	<u>16,290</u>	<u>248,209</u>	<u>482,534</u>
Stockholder's equity (deficit):			
Common stock, no par value, 750 shares authorized, and 30 shares issued and outstanding	500	500	500
Retained earnings	1,335,116	1,065,712	680,992
Treasury stock, 70 shares, at cost	(806,000)	(806,000)	(806,000)
Total stockholder's equity (deficit)	<u>529,616</u>	<u>260,212</u>	<u>(124,508)</u>
Total liabilities and stockholder's equity	<u>\$ 545,906</u>	<u>\$ 508,421</u>	<u>\$ 358,026</u>

**A-1 Concrete Leveling, Inc.**  
**Statements of Income and Retained Earnings**  
**For the Years Ended December 31, 2024, 2023 and 2022**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Franchise royalties	\$ 1,116,378	\$ 1,037,516	\$ 921,361
Brand fund revenue	31,533	-	-
Transfer fee revenue	7,500	-	-
Franchise fee earned	-	-	-
Total revenue	<u>1,155,411</u>	<u>1,037,516</u>	<u>921,361</u>
Operating expenses:			
Management fees	185,151	133,514	-
Wages and benefits	144,394	197,000	224,000
Office	92,354	46,514	18,407
Advertising and promotion	105,269	39,061	7,303
Taxes and licenses	70,833	73,215	15,918
Professional fees	65,209	59,718	61,060
Annual meeting	35,245	22,045	33,454
Telephone	5,605	7,778	6,596
Travel	5,548	9,578	13,468
Research and development	2,559	5,645	4,108
Insurance	2,471	3,130	2,965
Meals	1,611	1,732	2,689
Bank charges	17	23	604
Rent	7	115	141
Provision for credit loss	-	28,000	-
Auto	-	325	4,602
Supplies	-	116	101
Total operating expenses	<u>716,273</u>	<u>627,509</u>	<u>395,416</u>
Income from operations	<u>439,138</u>	<u>410,007</u>	<u>525,945</u>
Other income (expense):			
Interest expense	(13,326)	(29,674)	-
Charitable contributions	(7,500)	(6,800)	(54,000)
Gain on reversal of allowance for credit losses	28,000	-	-
Miscellaneous expense	(1,502)	(9,104)	(797)
Miscellaneous income	49,839	20,291	-
Total other income (expense), net	<u>55,511</u>	<u>(25,287)</u>	<u>(54,797)</u>
Net income	494,649	384,720	471,148
Distributions	(225,245)	-	(540,000)
Beginning retained earnings	1,065,712	680,992	749,844
Ending retained earnings	<u>\$ 1,335,116</u>	<u>\$ 1,065,712</u>	<u>\$ 680,992</u>

**A-1 Concrete Leveling, Inc.**  
**Statements of Cash Flows**  
**For the Years Ended December 31, 2024, 2023 and 2022**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
<b>Cash flows from operating activities:</b>			
Net income	\$ 494,649	\$ 384,720	\$ 471,148
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of note payable discount	13,326	29,674	-
Gain on reversal of allowance for credit losses	(28,000)	-	-
Provision for credit loss	-	28,000	-
Changes in cash due to changes in:			
Accounts receivable	137,913	(23,970)	80,046
Prepaid expenses	(205,030)	(329)	(2,692)
Due from related parties	(281)	75	(11,663)
Accounts payable and accrued expenses	3,755	(13,999)	(8,151)
Net cash provided by operating activities	<u>416,332</u>	<u>404,171</u>	<u>528,688</u>
<b>Cash flows from financing activities</b>			
Principal repayments of note payable	(249,000)	(250,000)	-
Distributions	(225,245)	-	(540,000)
Net cash used by financing activities	<u>(474,245)</u>	<u>(250,000)</u>	<u>(540,000)</u>
<b>Net change in cash</b>	(57,913)	154,171	(11,312)
<b>Cash at beginning of year</b>	281,856	127,685	138,997
<b>Cash at end of year</b>	<u>\$ 223,943</u>	<u>\$ 281,856</u>	<u>\$ 127,685</u>
<b>Supplemental disclosures:</b>			
Cash paid for interest expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Non-cash financing activities</b>			
Internally financed stock redemption	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 456,000</u>

# A-1 Concrete Leveling, Inc.

## Notes to the Financial Statements

December 31, 2024, 2023 and 2022

---

### Note A – Organization and Description of Business

A-1 Concrete Leveling, Inc. (the “Company”) was incorporated under the laws of the state of Ohio in January 1993. The Company is a franchisor selling licensees the exclusive right to use its proprietary concrete leveling system. In return for this right, licensees pay an initial fee based on the size and population of their territory. In addition, licensees pay a monthly continuation fee based on a percentage of gross sales.

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services include initial training in the use of the equipment, and assistance in advertising and material acquisition.

The Company primarily operates out of its office in Akron, Ohio.

### Note B – Significant Accounting Policies

#### Basis of Accounting

The Company prepares its financial statements using the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

#### Recently Adopted Accounting Standards

Accounting standards promulgated by the Financial Accounting Standards Board are subject to change. Changes in such standards may have an impact on the Company’s future consolidated financial statements. The Company periodically reviews new accounting standards that are issued. Although some of these accounting standards may be applicable to the Company, the Company has not identified any new standards that it believes merit further discussion as the Company expects that none would have a significant impact on its consolidated financial statements.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure 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.

#### Accounts Receivable

Accounts receivable are carried at the original amount less an estimate for credit losses. The Company maintains an allowance for credit losses which represents management's estimate of expected credit losses over the remaining expected life of the Company’s financial assets measured at amortized cost and comprised of three main components: (i) historical collection performance, (ii) specific collection issues, (iii) current conditions, and reasonable and supportable forecasts about the future. If actual provision for credit losses differs from the reserves calculated based on historical trends and known customer issues and current conditions, an adjustment to the provision for credit losses is recorded in the period in which the difference occurs. Such adjustment could result in additional expenses or a reduction of expenses.

The Company writes off accounts to the allowance when it has determined that collection is unlikely. Some of the factors considered in reaching this determination are (i) the apparent financial condition of the customer, (ii) the success the Company has in contacting and negotiating with the customer, (iii) the current state of the industry and (iv) the number of days the account has been outstanding. When the Company’s collections does not correspond with historical performance, additional charges may be required.

As of December 31, 2023, the Company had recorded an allowance for credit losses of approximately \$28,000. Allowance for credit losses was not deemed necessary as of December 31, 2024 and 2022.

# A-1 Concrete Leveling, Inc.

## Notes to the Financial Statements

December 31, 2024 and 2023

---

### Note B – Significant Accounting Policies (continued)

#### Prepaid Expenses

Prepaid expenses are recognized as assets when payments are made in advance for goods or services to be received in future periods. These amounts are systematically amortized as expenses over the period they benefit, using the straight-line method unless another basis more accurately reflects their usage. Prepaid expenses are periodically reviewed for recoverability, and any portion deemed non-recoverable is expensed immediately.

During the year ended December 31, 2024, the Company recorded prepaid costs of \$202,000 related to leasehold improvements. These prepayments pertain to capital projects expected to be completed in future periods. As of December 31, 2024, no construction activities had commenced. There were no similar transactions in 2023 and 2022.

#### Property and Equipment

The Company capitalizes all expenditures in excess of \$5,000 for property and equipment, at cost. Depreciation is provided over the estimated useful lives of the respective assets on a straight-line basis. Routine repairs and maintenance expenditures are expensed as incurred. As of December 31, 2024, 2023 and 2022, the Company's property and equipment was fully depreciated.

#### Revenue Recognition

All revenues from exchange transactions are recorded in accordance with ASC 606 which is recognized when: (i) a contract with a customer has been identified, (ii) the performance obligation(s) in the contract have been identified, (iii) the transaction price has been determined, (iv) the transaction price has been allocated to each performance obligation in the contract, and (v) the Company has satisfied the applicable performance obligation at a point in time or over time.

The Company recognizes franchise fees at the time the franchise sale is closed and franchise royalty fees on a monthly basis on the sales of the franchise for that month and in accordance with the franchise agreement. These franchise agreements extend until either party terminates the agreement, or the agreement terminates and is not renewed. Royalties are generally based on 6% of revenue receipts from gross sales for the franchisee. Royalty sales reports are due by the fifteenth of the following month and the royalty payment is due fifteen days from the due date of the report. The Company has the contractual right to charge interest on any late royalty fees but does not typically exercise that right.

The Company also collects contributions to the brand fund, which are used for national and regional marketing efforts to promote the franchise brand. These contributions are recognized as revenue when the related advertising and marketing services are provided in accordance with the franchise agreement.

Additionally, the Company recognizes transfer fees when an existing franchise is transferred from one owner to another. Transfer fees are recognized as revenue when the transfer is complete, and the new owner assumes control of the franchise, in accordance with the franchise agreement.

The Company has a single performance obligation under the typical franchise agreement; to provide a license to operate a franchise in accordance with the terms of the underlying agreements with licensees, and to provide ongoing training to the licensee and its employees in the business methods of the Company. The grant of license performance obligation is satisfied simultaneously as licensees operate their franchises. The Company recognizes revenue over time as the license is utilized by the licensee. At December 31, 2024, 2023 and 2022, the Company determined that there were no variable considerations that were probable.

# A-1 Concrete Leveling, Inc.

## Notes to the Financial Statements

December 31, 2024 and 2023

---

### Note B – Significant Accounting Policies (continued)

#### Advertising Costs

The Company expenses advertising and promotional costs as they are incurred. During the years ended December 31, 2024, 2023 and 2022, advertising expense was approximately \$105,000, \$39,000 and \$7,000, respectively.

#### Income Taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Income or loss is included in the personal income tax returns of the Stockholder and taxed depending on the stockholder's personal tax strategies. Accordingly, the accompanying financial statements do not include a provision for or a benefit for income taxes.

The Company evaluated its tax positions and determined that it has no uncertain tax positions as of December 31, 2024, 2023 and 2022. The Company's 2021 through 2023 tax years are open for examination by federal and state taxing authorities.

### Note C – Revenue from Contracts with Franchisees

The following table presents revenue by source for the years ended December 31:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Recurring and other revenue:			
Franchise royalty fees	\$ 1,116,378	\$ 1,037,516	\$ 937,670
Brand fund revenue	31,533		
Transfer fee revenue	7,500		
Franchise fees earned	-	-	-
	<u>\$ 1,155,411</u>	<u>\$ 1,037,516</u>	<u>\$ 937,670</u>

### Note D – Note Payable

Note payable consisted of the following at December 31:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Note payable to a former stockholder for the Company's purchase of their shares with a face value of \$499,000, noninterest bearing, due December 31, 2024 (less unamortized discount based on imputed interest rate of 7.15%). The note is payable in three installments of \$125,000 in June 30, 2023, December 31, 2023, and June 30, 2024, the remaining balance is payable in full on or before December 31, 2024.	\$ -	\$ 249,000	\$ 499,000
Total note payable	-	249,000	499,000
Less: note payable discount	-	(13,326)	(43,000)
Note payable, net of discount	-	235,674	456,000
Less: current portion, net of discount	-	(235,674)	(220,326)
Discounted note payable, net of current portion	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 235,674</u>

The note payable was fully repaid as of December 31, 2024.

# A-1 Concrete Leveling, Inc.

## Notes to the Financial Statements

December 31, 2024 and 2023

---

### Note E – Equity

During 2022, the Company purchased 30 shares of a previous owner for \$499,000 through a discounted note payable of \$456,000, refer to Note D. There were no similar transactions in 2024 and 2023.

### Note F – Concentrations of Credit Risks

Concentrations of credit risk primarily relate to accounts receivable and cash that from time to time maybe in excess of federally insured limits. Accounts receivable consist primarily of amounts owed to the company by franchisees and secured by their respective franchise licenses. The Company deposits its cash into financial institutions in the United States. The Federal Deposit Insurance Corporation (“FDIC”) covers up to \$250,000 for substantially all depository accounts. The Company from time to time may have amounts on deposit in excess of the insured limits. As of December 31, 2023, the Company had approximately \$38,000 in cash in excess of FDIC limits. As of December 31, 2024 and 2022, the Company had no cash balances in excess of the insured amounts.

### Note G – Related Party Transactions

The Company is related under common ownership with A-1 Services Corp (“A-1 Services”), to which it periodically advances funds for specific parts and equipment. The Company had a net receivable due from A-1 Services of approximately \$18,000 as of December 31, 2024, 2023 and 2022. These receivables is related to providing materials and equipment to franchises of the Company.

On December 29, 2022, the Company engaged in a stock redemption agreement with its former shareholder, acquiring all 30 shares, constituting 50% of the issued and outstanding shares, for \$499,000. In exchange for the purchased shares, the Company issued a promissory note, as discussed in Note D. There were no similar transactions in 2024 and 2023.

The Company entered into a license agreement with Robert Rasnick, who serves as the president and is the son of the sole shareholder, effective January 1, 2023. This agreement allows the Company to use Robert Rasnick’s personal goodwill and intellectual property for providing concrete leveling and related services. In 2024 and 2023, total payments related to the agreement amounted to approximately \$53,000 and is presented as part of taxes and licenses in statements of income and retained earnings. There were no similar transactions in 2022.

The Company entered in a management services agreement with R&R Leveling, LLC, effective January 1, 2023. R&R Leveling, LLC, a related party under common ownership, operating as A-1 Concrete Leveling Louisville, is assigned the responsibility of overseeing and executing the marketing program for franchised businesses offering concrete leveling and related services owned by the Company. In 2024 and 2023, total payments related to the agreement totaled approximately \$185,000 and \$134,000, with no similar transactions occurring in 2022.

### Note H – Commitments and Contingencies

#### Litigation

The Company, from time to time, may be involved with lawsuits arising in the ordinary course of business. In the opinion of the Company’s management, any liability arising from litigation would not be material in relation to the Company’s financial position and results of operations.

# A-1 Concrete Leveling, Inc.

## Notes to the Financial Statements

December 31, 2024 and 2023

---

### Note I – Summary of Franchise Businesses

The following is a summary of changes in the number of franchise businesses during the years ended December 31:

<u>Franchised Businesses:</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>
In operation, beginning of year	40	43	43
New franchises sold	-	2	-
Ceased operations	-	(5)	-
In operation, end of year	<u>40</u>	<u>40</u>	<u>43</u>

The Company had two transfers of existing franchises to new owners in 2023. The transfer fee was waived for one of the transfers as the new owner was reviving a dormant territory that was generating no revenue. For the other transfer, the Company collected a \$7,500 transfer fee in 2024.

No franchises were sold or ceased operations in 2024 and 2022.

### Note J – Subsequent Events

Subsequent events have been evaluated through March 20, 2025, which is the date the financial statements were available to be issued.

# Balance Sheet Summary

A-1 Concrete Leveling, Inc

As of June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	\$714,779.81
Current Assets	\$680,799.81
Bank Accounts	\$247,981.22
Accounts Receivable	\$149,546.12
Other Current Assets	\$283,272.47
<b>Total for Current Assets</b>	<b>\$680,799.81</b>
Fixed Assets	\$33,980.00
Other Assets	
<b>Total for Assets</b>	<b>\$714,779.81</b>
Liabilities and Equity	\$714,779.81
Liabilities	\$14,550.08
Current Liabilities	\$14,550.08
Accounts Payable	\$9,270.00
Credit Cards	\$2,910.86
Other Current Liabilities	\$2,369.22
<b>Total for Current Liabilities</b>	<b>\$14,550.08</b>
Long-term Liabilities	
<b>Total for Liabilities</b>	<b>\$14,550.08</b>
Equity	\$700,229.73
<b>Total for Liabilities and Equity</b>	<b>\$714,779.81</b>

# A-1 Concrete Leveling, Inc

## Profit and Loss

January - June, 2025

	TOTAL
Income	
Brand Fund	27,471.47
Royalties	473,985.38
<b>Total Income</b>	<b>\$501,456.85</b>
Cost of Goods Sold	
License Fee	26,500.00
<b>Total Cost of Goods Sold</b>	<b>\$26,500.00</b>
<b>GROSS PROFIT</b>	<b>\$474,956.85</b>
Expenses	
Advertising	2,198.00
Apparel	696.00
Video	1,071.08
Website	4,434.75
<b>Total Advertising</b>	<b>8,399.83</b>
Annual Meeting	
Awards	1,329.30
Entertainment	929.06
Gifts	5,612.27
Lodging	8,689.52
Meals	14,256.40
Meeting Rooms	1,010.25
Supplies	226.81
Travel	3,832.69
<b>Total Annual Meeting</b>	<b>35,886.30</b>
Bank Service Charges	63.49
Insurance	2,477.00
Management Fee Expense	93,153.30
Meals	985.82
Melio services fee	0.00
Office Expense	
Computer Supplies	611.48
Computer Software	3,177.67
<b>Total Computer Supplies</b>	<b>3,789.15</b>
Computer/Ipad	1,496.92
Continuing Education	1,803.81
Email Hosting	1,444.80
Internet Service	1,401.05
Other	450.00
Payroll Service	559.40
Transaction Expense	36.20
<b>Total Office Expense</b>	<b>10,981.33</b>

# A-1 Concrete Leveling, Inc

## Profit and Loss

January - June, 2025

	TOTAL
Payroll Expenses	77,500.02
Professional Fees	
Accounting	12,800.00
Audit Fees	15,708.00
Legal Fees	1,936.00
Sub-Contractor	5,881.25
<b>Total Professional Fees</b>	<b>36,325.25</b>
Research & Development	14.41
Marketing R&D	804.00
<b>Total Research &amp; Development</b>	<b>818.41</b>
RingCentral, Inc.	49.62
Taxes	
Estimated City Taxes	530.00
Social Security Tax	6,264.75
Taxes - Indiana	2,500.00
Taxes - Virginia	600.00
Taxes -New York	25.00
Workers Compensation	120.00
<b>Total Taxes</b>	<b>10,039.75</b>
Telephone (800 Number)	190.38
Telephone (Cellular)	2,927.73
Tithes	
Charitable Contributions	5,000.00
Janelle Rasnick	0.00
<b>Total Charitable Contributions</b>	<b>5,000.00</b>
<b>Total Tithes</b>	<b>5,000.00</b>
Training	
Materials	13.87
<b>Total Training</b>	<b>13.87</b>
Travel	4,502.84
<b>Total Expenses</b>	<b>\$289,314.94</b>
NET OPERATING INCOME	<b>\$185,641.91</b>
Other Income	
Interest Income	4,481.32
Other Income	20,800.39
Royalties Interest	189.57
<b>Total Other Income</b>	<b>\$25,471.28</b>
NET OTHER INCOME	<b>\$25,471.28</b>
NET INCOME	<b>\$211,113.19</b>

# A-1 Concrete Leveling, Inc

## Statement of Cash Flows

January - June, 2025

	TOTAL
<b>OPERATING ACTIVITIES</b>	
Net Income	211,113.19
Adjustments to reconcile Net Income to Net Cash provided by operations:	
*Accounts Receivable	-59,588.33
Allowance for Current Expected Credit Losses	0.00
Prepaid State taxes	-820.00
Accounts Payable	-103.12
PNC Credit Cards - NEW	831.17
*Payroll Liabilities	-1,506.13
*Payroll Liabilities:State withholding	-962.09
Direct Deposit Payable	0.00
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>-62,148.50</b>
<b>Net cash provided by operating activities</b>	<b>\$148,964.69</b>
<b>INVESTING ACTIVITIES</b>	
Leasehold Improvements	-33,980.00
<b>Net cash provided by investing activities</b>	<b>\$ -33,980.00</b>
<b>FINANCING ACTIVITIES</b>	
Shareholder Distributions	-40,500.00
<b>Net cash provided by financing activities</b>	<b>\$ -40,500.00</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>\$74,484.69</b>
Cash at beginning of period	228,203.19
<b>CASH AT END OF PERIOD</b>	<b>\$302,687.88</b>

EXHIBIT H - STATE ADDENDUM

**NEW YORK STATE ADDENDUM TO FDD**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added to the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for a franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by a franchisee”:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts:

Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be

made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
Indiana	May 20, 2024
Minnesota	Pending
New York	July 22, 2025
Virginia	November 21, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I - RECEIPT  
(KEEP THIS COPY FOR YOUR RECORDS)

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF WE OFFER YOU A FRANCHISE, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU BY THE EARLIEST OF:

- (1) THE FIRST PERSONAL MEETING TO DISCUSS OUR FRANCHISE; OR
- (2) FOURTEEN CALENDAR DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT; OR
- (3) FOURTEEN CALENDAR DAYS BEFORE A PAYMENT TO US.

YOU MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FOURTEEN CALENDAR DAYS BEFORE YOU SIGN A FRANCHISE AGREEMENT.

New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

IF WE DO NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCIES LISTED IN EXHIBIT A.

We authorize the agents listed in Exhibit B to receive service of process for us.

The issuance date of this Franchise Disclosure Document: June 1, 2025

I have received a Franchise Disclosure Document dated June 1, 2025. This Disclosure Document included the following Exhibits:

- A. List of Administrators
- B. List of Agents for Service of Process
- C. Franchise Agreement
- D. Confidentiality Agreement
- E. Table of Contents to Operating Manual
- F. List of Franchises
- G. Financial Statements
- H. State Addendum
- I. This Receipt

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee

EXHIBIT I - RECEIPT  
(RETURN THIS COPY TO US)

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF WE OFFER YOU A FRANCHISE, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU BY THE EARLIEST OF:

- (1) THE FIRST PERSONAL MEETING TO DISCUSS OUR FRANCHISE; OR
- (2) FOURTEEN CALENDAR DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT; OR
- (3) FOURTEEN CALENDAR DAYS BEFORE A PAYMENT TO US.

YOU MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FOURTEEN CALENDAR DAYS BEFORE YOU SIGN A FRANCHISE AGREEMENT.

New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

IF WE DO NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCIES LISTED IN EXHIBIT A.

We authorize the agents listed in Exhibit B to receive service of process for us.

The issuance date of this Franchise Disclosure Document: June 1, 2025

I have received a Franchise Disclosure Document dated June 1, 2025. This Disclosure Document included the following Exhibits:

- A. List of Administrators
- B. List of Agents for Service of Process
- C. Franchise Agreement
- D. Confidentiality Agreement
- E. Table of Contents to Operating Manual
- F. List of Franchises
- G. Financial Statements
- H. State Addendum
- I. This Receipt

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee