

## FRANCHISE DISCLOSURE DOCUMENT



**SAMCO, LLC**  
a Colorado limited liability company  
6912 South Quentin Street, Suite 10  
Centennial, CO 80112  
Telephone: (303) 948-0140  
Fax: (720) 306-2496  
Email: [franchise@samtheconcreteman.com](mailto:franchise@samtheconcreteman.com)  
[www.samtheconcreteman.com](http://www.samtheconcreteman.com)

Sam the Concrete Man businesses provide concrete repairs and improvement to existing homes, including but not limited to, driveways and walkways, repairs, maintenance and sealers and/or replacing those areas with an improved installation in a mobile environment within a specified geographic area (“STCM Business(es)”).

The total investment necessary to begin operation of a Sam the Concrete Man franchised business is between \$92,149 and \$145,993. This includes \$71,100 that must be paid to the franchisor or its affiliate(s).

The 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, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained 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 Todd Stewart, [franchise@samtheconcreteman.com](mailto:franchise@samtheconcreteman.com) or 6912 South Quentin Street, Suite 10, Centennial, Colorado 80112, (303) 948-0140.

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: April 1, 2024 as Amended October 16, 2024**



**ITEM 1**  
**THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

To simplify the language in this Franchise Disclosure Document, “SAMCO” and “we,” “us,” and “our” means SAMCO, LLC d/b/a Sam the Concrete Man, the franchisor. “You,” “your” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from SAMCO, LLC.

The Franchisor, its Parent, Predecessors, and Affiliates

SAMCO is a Colorado limited liability company formed on May 6, 2013. We operate under the name SAMCO, LLC and Sam the Concrete Man (“STCM”) and no other name. Our principal business address is 6912 South Quentin Street, Suite 10, Centennial, Colorado 80112. We began offering STCM Businesses in September 2013. Since 2007, we have operated businesses similar to the one offered under this Franchise Disclosure Document. We do not conduct any other business other than franchising and operating STCM Businesses. We have no parent or predecessor entities.

We are an indirect subsidiary of EMP Prime Holdings LLC (“Holdings”), a Delaware limited liability company. On October 11, 2024, an affiliate of Eagle Merchant Partners (“EMP”), an Atlanta-based private equity investment firm with its principal place of business at 3060 Peachtree Road, Suite 970, Atlanta, GA 30305, acquired control of us through intermediate holding companies. The creation of these holding companies did not result in a transfer of any STCM Business Franchise Agreements, trademarks or other intellectual property related to the operation of the STCM Businesses. We remain the franchisor of the System (as defined below) and provide all required support and services to franchisees.

Our agent for service of process in Colorado is ~~Todd Stewart, 6912 South Quentin Street, Suite 10, Centennial, Colorado 80112.~~ Corporation Service Company, 1900 W. Littleton Boulevard, Littleton, CO 80120. Our agents for service of process for other states are identified by state in Exhibit A. ~~If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws.~~ There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

The Franchise

We offer franchises (“STCM Franchise(s)” or “Franchises”) for the use of our “SAM THE CONCRETE MAN” trademarks, trade names, service marks and logos (“Marks”) for the operation of STCM Businesses. STCM Businesses are operated under our proprietary STCM system (“System”). The System may be changed or modified by us throughout your ownership of the Franchise. STCM Businesses provide concrete repairs and improvement to existing homes, including but not limited to, driveways and walkways, repairs, maintenance and sealers and/or replacing those areas with an improved installation. In limited circumstances, STCM Businesses may also provide the same services to commercial sites or businesses. These services are provided in a mobile environment in a specified geographic area (“Territory”).

As each STCM Business is a mobile franchise, you will most likely operate your STCM Business from your home. All services are generally performed by owner-operators or employee technicians who are recruited by you and who are a part of your STCM Business.

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit C (“Franchise Agreement”). You may operate one STCM Business for each Franchise Agreement you sign.

### Market and Competition

STCM Businesses service the needs of residential and business customers. While you will offer your products and services to the general public and businesses, your target market will be those homeowners and business owners with concrete repair, maintenance and sealers needs. Our services tend to be seasonal in nature, as STCM Businesses typically sell more products and services during the spring, summer and fall seasons. The market for concrete services and repair is competitive and well developed in most markets. STCM Businesses compete with other businesses including contractors, national companies and franchise programs, as well as local independent businesses that provide similar products and services.

### Industry-Specific Laws

STCM Businesses are subject to various federal, state and local laws and regulations relating to the operation of home repair and concrete repair businesses, including contractors’ licensing laws and related requirements. Before you begin operations, you must obtain all required licenses and approvals to operate your STCM Business, including compliance with state, local and other contractor’s licensing and related requirements. State, local and other laws and regulations vary widely, can change over time, and can materially affect your ability to do business. Other federal, state and local laws of a more general nature which apply to most businesses may also apply to your STCM Business, and it will be your responsibility to comply with these laws, including employment, worker’s compensation, insurance, corporate, taxing, licensing and similar laws and regulations. Any person who drives the vehicle used in the operation of your STCM Business must have a valid driver’s license and each of your vehicles must be properly licensed. The requirements for these licenses may vary, depending on your location. You should independently investigate any applicable laws before purchasing a Franchise and are responsible for keeping apprised of changes that are made to any applicable law. An excellent source of information can be found at [www.icri.org](http://www.icri.org), the International Concrete Repair Institute, as well as the National Association of the Remodeling Industry, which publishes an industry review of state contractor licensing laws. In addition, you may be required to comply with manufacturer installation standards.

You alone are responsible for investigating, understanding and complying with all applicable laws, regulations and requirements applicable to you and your STCM Franchise, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your STCM Business.

## ITEM 2 BUSINESS EXPERIENCE

~~CEO and President~~Chief Executive Officer: Todd Stewart

Mr. Stewart has served as our ~~CEO and President~~Chief Executive Officer since our inception in May 2013 in Denver, Colorado.

~~Owner/Member: Tom Croke~~

~~—Prior to October 2024, Mr. Croke has been an Owner/Member of SAMCO in Denver, Colorado~~Stewart served as our President since ~~January 2014~~.

Owner/Member: Susan Stewart

~~\_\_\_\_\_ Mrs. Stewart has been an Owner/Member of SAMCO in Denver, Colorado served on the Board of Managers of Holdings since January 2014. October 2024.~~

Owner/Member: Scott Burrige

~~\_\_\_\_\_ Mr. Burrige has been an Owner/Member of SAMCO in Denver, Colorado since January 2014.~~

Owner/Member: Jeff Progar

President/Member of the Board: Stockton Croft

~~\_\_\_\_\_ Mr. Progar has been an Owner/Member of SAMCO in Denver, Colorado~~ Croft has served as our President and as a member of the Board of Managers of Holdings since October 2024.

Vice President/Member of the Board: Zachary Taylor

~~\_\_\_\_\_ Mr. Taylor has served as our Vice President and as a member of the Board of Managers of Holdings since January 2014. October 2024.~~

Member of the Board: Bill Lundstrom

~~\_\_\_\_\_ Mr. Lundstrom has served on the Board of Managers of Holdings since October 2024.~~

Member of the Board: David Kim

~~\_\_\_\_\_ Mr. Kim has served on the Board of Managers of Holdings since October 2024.~~

Co-Chairman of the Board: Robert Tunmire

~~\_\_\_\_\_ Mr. Tunmire has been served on the Board of Managers of Holdings since October 2024 in Denver, Colorado. Prior to October 2024, Mr. Tunmire served as the Co-Chairman of our Board of Managers since October 2019 in Denver, Colorado since October 2019.~~ Prior to that, Mr. Tunmire was Executive Vice President of Neighborly in Waco, Texas from 1982 to October 2019.

Chief Development Officer: Ronnie Musick

Mr. Musick has been our Chief Development Officer in Denver, Colorado since July 2022. Prior to that, Mr. Musick was our Vice President of Franchise Development in Denver, Colorado from October 2019 to July 2022. Mr. Musick was the Vice President of Development & Training at Neighborly, LLC in Waco, Texas from October 2006 until July 2019.

Chief Operations Officer: Le-John Roybal

Mr. Roybal has been our Chief Operations Officer in Denver, Colorado since September 2023. Prior to that, Mr. Roybal was the Regional Vice President of Franchise Operations at Sky Zone in Denver, Colorado from September 2022 to April 2023. Mr. Roybal was in multi-unit Licensed Store leadership at Starbucks Coffee Company in Denver, Colorado from January 2016 until September 2022.

Marketing Director: Michael Scott Perry

Mr. Perry has been our Marketing Director in Denver, Colorado since July 1, 2024. From November 2023 to June 2024, Mr. Perry was a Marketing Consultant for Move Concierge in Farmers Branch, Texas. From October 2021 to June 2023, he was Senior Marketing Manager for HouseCanary, Inc. in San Francisco, California. From December 2014 to June 2021, he was Marketing Director for Redefy/Home Captain in Aurora, Colorado.

Director of Training and Development: Rudy Peckman

Mr. Peckman has been our Director of Training and Development in Denver, Colorado since October 2019. Prior to that, Mr. Peckman was an estimator for Sam the Concrete Man from 2007 to October 2019 in Denver, Colorado.

### ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

### ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

### ITEM 5 INITIAL FEES

#### *Initial Franchise Fee*

You must pay us an initial franchise fee of \$67,000 -provided that your Territory is less than ~~125,150,000 households with an average annual income of \$60,000 or greater~~ single family dwellings when you sign the Franchise Agreement.

#### *Additional ~~Household~~Single Family Dwelling Fee.*

If we permit you to purchase additional geographic areas for a specific Territory so that the Territory exceeds ~~125,150,000 household~~single family dwellings, then you must pay us an additional fee in an amount equal to the ~~household~~single family dwellings in your Territory in excess of ~~125,150,000 household~~single family dwellings multiplied by \$0.~~3933~~ (the “Additional ~~Household~~Single Family Dwelling Fee”). We do not anticipate granting a single Territory that exceeds ~~125,150,000 households~~single family dwellings. The Additional ~~Household~~Single Family Dwelling Fee is earned upon receipt and not refundable under any circumstances.

#### *Second Territory Discount*

If you license multiple contiguous Territories from us at the same time (for which you are signing separate Franchise Agreements for each Territory), the Initial Franchise Fee that you must pay for the second franchise will be \$49,500.

*Special Pricing – “Tier 2 Franchise” with ~~Target Household~~Single Family Dwelling Count not exceeding ~~75100,000~~*

We require the minimum franchise fee described above in every case except in areas with a minimum ~~target households~~single family dwellings of ~~3050,000~~ and a maximum target ~~households~~single family dwellings of ~~75100,000~~ in which we will apply special pricing for the initial franchise fee if you qualify. To qualify, the Territory (i) must be within the ~~target households~~single family dwellings size required (~~3050,000~~ to ~~75100,000~~); (ii) must not include a city of more than 50,000 target ~~households~~single family dwellings; and (iii) must not be included within a standard metropolitan statistical area, be within 60 miles of a standard metropolitan statistical area or 60 miles of a city with a ~~target households~~single family dwellings count over ~~4050,000~~. In addition, if this special pricing applies (i) no other discounts, with the exception of the VetFran discount will apply; and (ii) the initial franchise fee for a Tier 2 franchise will be \$45,000.

The Initial Franchise Fee is payment for the pre-opening assistance that we provide to you to allow you to open your STCM Business and also offsets some of our franchisee recruitment expenses. The Initial Franchise Fee is due in full at the time you sign the Franchise Agreement(s) and is deemed fully earned by us once paid and is non-refundable for any reason. The Initial Franchise Fee is uniform. During our last fiscal year which ended December 31, 2023, we collected an Initial Franchise Fee of \$67,000 for the first location and an Initial Franchise Fee of \$49,500 for additional locations. The Initial Franchise Fee is subject to the applicable discount as described below.

*VetFran Discount*

As a member of the International Franchise Association (“IFA”), we participate in IFA’s VetFran Program. If you are a United States or Canadian honorably discharged veteran (as such term is defined by us in our sole discretion) who meets our qualifications for purchasing a franchise, we will discount the Initial Franchise Fee by 10%. This discount applies only to the purchase of franchisee’s initial Territory and will not apply to second locations or additional territory purchased initially or in the future. In determining who is a “veteran,” we may be guided, in whole or in part, by any definitions we find appropriate, including definitions used by the federal government of the United States or Canada, as applicable, in determining who is eligible for federal benefits intended for veterans.

*Initial Call Center/Supported Services Fees*

You must pay us the Initial Call Center/Supported Services Fees of \$4,100, which includes the setup costs and your first three months of payments of the Call Center Fee and Supported Services Fee. The Initial Call Center/Supported Services Fees are due in full at the time you sign the Franchise Agreement and are deemed fully earned by us once paid and are non-refundable. The Initial Call Center/Supported Services Fees are uniform.

**ITEM 6  
OTHER FEES**

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Royalty Fee <sup>(2)</sup>	The “ <u>Royalty Fee</u> ” shall be 6% of Gross Revenue with a minimum monthly	Due on the 15th of each month for the previous	The Royalty Fee is based on Gross Revenue during the previous month. Your

basis to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the Initial Training Program.

We plan to provide the training listed in the table below. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program.

**TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Pre-Training Checklist	1	0	Denver, Colorado
Introduction and Orientation	1-2	0	Denver, Colorado
History, Mission and Brand	3-4	0	Denver, Colorado
Franchisor/Franchisee Relations	1-2	0	Denver, Colorado
Business Model Finances	1-2	0	Denver, Colorado
Start-up and Daily Operations	6-8	0	Denver, Colorado
Customer Service	3-4	0	Denver, Colorado
Employees	3-4	0	Denver, Colorado
Technology and Web Scheduler	5-8	0	Denver, Colorado
Accounting	3-4	0	Denver, Colorado
Advertising & Marketing	3-4	0	Denver, Colorado
Estimating	0	6-8	Denver, Colorado
Corporate Communications	1	0	Denver, Colorado
Week in Review, Testing	2-3	0	Denver, Colorado
<b>Totals</b>	<b>33-47</b>	<b>6-8</b>	

Notes:

1. We will use the Confidential Operations Manual as the primary instruction materials during the Initial Training Program.
2. Todd Stewart, our ~~CEO and President~~ **Chief Executive Officer**, will supervise and conduct some of the training. Mr. Stewart has over 17 years of experience with all aspects of the STCM Business. Rudy Peckman, our Director of Training and Development, will also supervise and conduct most of the training. Mr. Peckman has 22 years of experience with all aspects of the STCM Business and 22 years of experience in the concrete industry.



The table of contents from our Operations Manual is as follows:

Topic	No. of Pages
Vehicle Requirements	1
Operating Assets	2
Initial Marketing Program	1
Online Promoting Policies	1
Insurance Requirements	1
Ongoing Training Requirements	2
Independent Owner/Operator	1
Designated Suppliers	1
Territory Policies	1
Financial Reporting Requirements	1
Training Manual	25
Example Materials	4
Total Pages	41

## ITEM 12 TERRITORY

You will receive a designated Territory that will be delineated by zip codes as determined by our business map software data from the US ~~Census Bureau~~. Postal Service. Your Territory will contain between approximately ~~75,000 and 125,000~~ and 150,000 single family ~~households with an annual income of \$60,000 or more and include the businesses in the Territory~~ dwellings. We will use commercially reasonable efforts to grant only one license to a STCM Business for any area ~~with a population of approximately 75,000 to 125,000 family households with an annual income of \$60,000 or more.~~ The population statistics used in determining your Territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations. Your Territory will be identified in an attachment to your Franchise Agreement. In certain densely populated metropolitan areas, a territory may be considerably smaller, while franchisees operating in less densely populated urban areas may have significantly larger areas. During the term of the Franchise Agreement, and for so long as you are in compliance and subject to our reservation of rights below, we will not establish, franchise or license another person or entity to establish a STCM Business within the Territory. 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.

You may directly market to or solicit customers whose principal business office or residence is outside of your Territory and may advertise in any media whose primary circulation is outside of the Territory, so long as all products and services are sold in your Territory or in accordance with our territory policies in the Confidential Operations Manual. You may provide services and sell products to clients located outside of the Territory if there is no other franchisee in that area and provided that you sell no more than twenty percent (20%) of your services outside of the Territory and you receive written permission from us to do so. If the area is later sold to another franchisee, you must turn any customers from that area over to the new franchise owner and you will not be allowed to provide services or sell products to any

If you wish to relocate from your Franchise Location to a new business site, we will authorize you to do so; provided (i) you are not in default of the Franchise Agreement, any other agreements with us, or the lease for the former Franchise Location (ii) you are current on your financial obligations to us and our affiliates and all your third party creditors, (iii) you open for business at the new location on the same day you close your former Franchise Location and (iv) the new business site is within your Territory.

We retain the rights to service or designate ourselves or other STCM Businesses to service national accounts in your Territory. You are not entitled to any national account work in your Territory. “National Account” means any customer: (i) that conducts its business for its own account or through agents, affiliates, independent contractors or franchisees in two or more states in the United States; (ii) a regional or national chain with eight or more locations which client or chain has contracted with us to obtain Sam The Concrete Man products and services for three or more of its locations from us and/or STCM Businesses; or (iii) which owns, manages, controls or otherwise has responsibility for STCM Businesses in more than one location and whose presence is not confined within any one particular STCM Business’ Territory. If we permit you to service National Accounts, we may revoke our approval for you to perform any services for National Accounts at any time in our sole discretion. In the event a National Account customer of yours notifies us at any time during the performance of customer work by you that it is dissatisfied with your service for any reason, or if you are in default, unable, or unwilling to provide necessary products or services, we, our affiliates, or designee may complete the customer work or contract with another company or another STCM Business to complete the customer work at your expense, including our costs and expenses.

As of the Issuance Date of this Franchise Disclosure Document, we do not currently sell anything directly to customers. We retain the rights to service or designate ourselves or other franchisees to provide warranty service in your Territory at our discretion. You will not be entitled to compensation in such cases. We will only exercise this right if a customer requests that you do not perform the warranty services or we determine that you are unwilling or unable to perform the services. You will be required to reimburse us or our designees for such services. We do not grant a right of first refusal to franchisees to purchase new or existing locations. We will not pay you for soliciting or accepting orders within your Territory.

### ITEM 13 TRADEMARKS

SAMCO, LLC has registered the following trademark on the Principal Register at the United States Patent and Trademark Office (“USPTO”):

Mark	Registration Number	Registration Date	Register
<b>SAM THE CONCRETE MAN</b>	4465590	January 14, 2014	Registered on the Principal Register
	6555852	November 9, 2021	Registered on the Principal Register

We have applied to register the following trademark with the USPTO:

<u>Mark</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Register</u>
<u>SAM THE CONCRETE MAN</u>	<u>98766157</u>	<u>September 24, 2024</u>	<u>Pending on the Principal Register</u>

We claim common law rights in the following Mark:

Mark	Registration Number	Registration Date	Register
	N/A	N/A	Common Law

We do not have a federal registration for the common law trademark. This trademark does not have the same legal benefits and rights as federally registered trademarks. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. The franchisor is currently not aware of any prior rights or infringing uses that could materially affect the franchisee's use of the principal trademarks.

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

No agreement significantly limits our right to use or license the Marks in any manner material to the STCM Franchise. We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks.

You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement, and with a conspicuous sign in your STCM Business that you are an independently-owned and operated licensed franchisee of SAMCO, LLC. You may not use the Marks in the sale of unauthorized products or services, or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of your STCM Business, or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks or protect you against unfair competition arising out of your use of the Mark. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must notify us immediately if you learn that any party is using (or claims the right to use) the Marks or a trademark that is

**PROFIT/LOSS STATEMENT FOR REPORTING GROUP DURING REPORTING PERIOD**

<b>Franchised Businesses (Reporting Group)</b>					
<b>Fiscal Year 2023</b>	<b>Top 25%</b>	<b>Middle 50%</b>	<b>Bottom 25%</b>	<b>Average</b>	<b>Median</b>
<b>Gross Revenue</b>	<b>\$ 1,365,025</b>	<b>\$ 979,962</b>	<b>\$ 650,916</b>	<b>\$ 995,043</b>	<b>\$ 968,036</b>
<b>Cost of Goods Sold</b>	\$ 968,709	\$ 719,123	\$ 453,794	\$ 714,845	\$ 681,924
<b>Gross Profit</b>	<b>\$ 369,316</b>	<b>\$ 260,839</b>	<b>\$ 197,121</b>	<b>\$ 280,159</b>	<b>\$ 286,111</b>
<b>Gross Profit %</b>	29%	27%	31%	29%	30%
<b>Advertising</b>	\$ 14,365	\$ 16,411	\$ 19,257	\$ 16,626	\$ 23,154
<b>Royalties (6%)</b>	\$ 79,086	\$ 58,798	\$ 39,055	\$ 58,945	\$ 58,082
<b>Brand Fund (2%)</b>	\$ 25,424	\$ 19,599	\$ 13,018	\$ 19,396	\$ 19,361
<b>Fuel</b>	\$ 6,975	\$ 6,683	\$ 5,673	\$ 6,490	\$ 8,807
<b>General Liability</b>	\$ 3,137	\$ 2,501	\$ 1,860	\$ 2,499	\$ 4,187
<b>Call Center</b>	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100
<b>Supporting Services</b>	\$ 4,200	\$ 4,200	\$ 4,200	\$ 4,200	\$ 4,200
<b>Office Supplies</b>	\$ 3,279	\$ 2,703	\$ 3,581	\$ 3,095	\$ 1,256
<b>Total Expenses</b>	\$ 144,567	\$ 118,120	\$ 96,728	\$ 119,481	\$ 127,146
<b>Discretionary Earnings</b>	<b>\$ 251,749</b>	<b>\$ 142,718</b>	<b>\$ 100,393</b>	<b>\$ 160,677</b>	<b>\$ 158,965</b>
<b>Discretionary Earnings %</b>	19%	14%	16%	16%	16%

**NOTES:**

1. “Gross Revenue” means the revenues you receive from the sale of all goods, products and services sold at, from, or through your STCM Business and all other income, revenue and consideration of every kind and nature related to the STCM Business, whether for cash or credit, and regardless of collection in the case of credit, and all proceeds from any business interruption insurance, but not including: (a) any sales taxes or other taxes you collect from customers for, and thereafter paid directly to, the appropriate taxing authority; and (b) any bona fide refunds you make to customers.
2. “Gross Profit” means the profit you make after deducting the costs of selling products and providing services.
3. “Discretionary Earnings” means the net income before deducting your compensation and benefits, other discretionary, non-operating, or non-recurring income or expense, depreciation, interest and taxes.
4. The highest and lowest reported Gross Revenue for the 26 franchised businesses included in the average was \$1,533,255 and \$466,582, respectively. The highest and lowest reported Discretionary Earnings for the 26 franchised businesses included in the average was \$273,254 and \$71,985, respectively.
5. Company-Owned Locations: The Denver South and Denver North locations are owned and operated by our [President/CEO/Chief Executive Officer, Todd Stewart](#).

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**

**System-wide Outlet Summary  
For Years 2021-2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	20	40*	+20*
	2022	40*	64*	+24*
	2023	64*	81	+17
Company-Owned*	2021	2	2	0
	2022	2	2	0
	2023	2	2**	0
Total Outlets	2021	22	42	+20
	2022	42*	66*	+24*
	2023	66*	83	+17

\*The numbers were adjusted to reflect a revised count in 2021. 3 franchisees in Texas had signed contracts but the 2nd outlet was not open.

\*\*These two outlets are owned by our [President/CEO/Chief Executive Officer, Todd Stewart](#).

**Table No. 2**

**Transfers of Franchised Outlets to New Owners  
(other than the Franchisor)  
For Years 2021-2023**

State	Year	Number of Transfers
CO	2021	2
	2022	0
	2023	0
GA	2021	0
	2022	1
	2023	1
MI	2021	0
	2022	0
	2023	1

	2023	0	1	0	0	0	0	1
<b>TOTAL OUTLETS</b>	2021	20	29*	9	0	0	0	40*
	2022	40*	31*	7	0	0	0	64*
	2023	64	28	11	0	0	0	81

\* The numbers were adjusted to reflect a revised count in 2021. 3 franchisees in Texas had signed contracts but the 2nd outlet was not open.

**Table No. 4**

**Status of Company-Owned Outlets**  
**For Years 2021-2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
<b>CO</b>	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
<b>TOTAL OUTLETS</b>	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2*

\*These two outlets are owned by our [Chief Executive Officer, Todd Stewart](#) ~~President/CEO~~.

~~[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]~~

## EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	<del>April 21, 2024</del> <u>Pending</u>
Illinois	Pending
Indiana	<del>April 21, 2024</del> <u>Pending</u>
Maryland	<del>May 29, 2024</del> <u>Pending</u>
Michigan	<del>May 20, 2024</del> <u>Pending</u>
Minnesota	Pending
New York	Pending
North Dakota	<del>June 4, 2024</del> <u>Pending</u>
Rhode Island	<del>June 1, 2024</del> <u>Pending</u>
South Dakota	<del>June 1, 2024</del> <u>Pending</u>
Virginia	<del>May 14, 2024</del> <u>Pending</u>
Washington	Pending
Wisconsin	<del>April 19, 2024</del> <u>Pending</u>

In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date of April 1, 2024, ~~as Amended October 16, 2024.~~

**RECEIPT**  
**(Retain This Copy)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If SAMCO, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, SAMCO, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires SAMCO, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. SAMCO, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

If SAMCO, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Todd Stewart, 6912 South Quentin Street, Suite 10, Centennial, Colorado 80112; (303) 948-0140
Ronnie Musick, 1961 Val Verde Road, McGregor, Texas 76657; (254) 733-1065
Lewis Burch, 345 Christopher Drive, Eddy, TX 76524; (254) 855-9777

Issuance Date: April 1, 2024 as Amended October 16, 2024

I received a disclosure document issued April 1, 2024 as Amended October 16, 2024 which included the following exhibits:

- Exhibit A List of State Administrators/Agents for Service of Process
- Exhibit B Financial Statements
- Exhibit C Franchise Agreement
- Exhibit D Franchise Disclosure Questionnaire
- Exhibit E Promissory Note
- Exhibit F List of Current and Former Franchisees
- Exhibit G State Addenda and Agreement Riders
- Exhibit H Contracts for use with the STCM Franchise

\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS.**



**RECEIPT  
(Our Copy)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name

**Please sign this copy of the receipt, date your signature, and return it to SAMCO, LLC, 6912 South Quentin Street, Suite 10, Centennial, Colorado 80112.**

