FRANCHISE DISCLOSURE DOCUMENT

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Department of
Business Oversight

RAMJACK®

Ram Jack Systems Distribution, LLC
a Texas limited liability company
13655 CR 1570
Ada, Oklahoma 74820
1-888-332-9909
www.ramjack.com

We offer franchises for **Ram Jack Foundation Solutions** dealerships.The Franchisee operates a foundation repair and support business using our patented hydraulically driven steel piering systems.

The total investment necessary to begin operation of a **Ram Jack Foundation Solutions** franchised business is $123,436 to $376,246. This includes $60,536 to $109,326 that must be paid to the franchisor or its affiliate(s).

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 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 Ram Jack Franchise Development at 13655 CR 1570, Ada Oklahoma 74820 and 1-888-332-9909.

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 contracts 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, D.C. 20580. You can also visit the FTC's home page at 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: January 20, 2017

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 A** 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.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION/MEDIATION ONLY IN OKLAHOMA. OUT-OF-STATE LITIGATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE/MEDIATE WITH US IN OKLAHOMA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT OKLAHOMA 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.

3. THE FRANCHISOR HAS MINIMUM PURCHASE REQUIREMENT STANDARDS THAT YOU MUST MAINTAIN. YOUR MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.

4. IF THE FRANCHISEE IS A BUSINESS ENTITY, THE PRINCIPALS OR SECURITY OR EQUITY INTEREST HOLDERS WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE PRINCIPALS OR SECURITY OR EQUITY INTEREST HOLDERS AT RISK.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

<u>Effective Date:</u> See the chart which follows for the state effective dates.

STATE COVER PAGE

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3. THE FRANCHISOR HAS MINIMUM PURCHASE REQUIREMENT STANDARDS THAT YOU MUST MAINTAIN. YOUR MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.

4. IF THE FRANCHISEE IS A BUSINESS ENTITY, THE PRINCIPALS OR SECURITY OR EQUITY INTEREST HOLDERS WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE PRINCIPALS OR SECURITY OR EQUITY INTEREST HOLDERS AT RISK.
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We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the chart which follows for the state effective dates.

Registered in:	Effective Date:
California	
Illinois	April 30, 2016
Indiana	July 29, 2016
Maryland	October 5, 2016
Michigan	June 30, 2016
Minnesota	May 02, 2016
New York	June 30, 2016
North Dakota	February 10, 2016
Rhode Island	April 4, 2016
Virginia	July 14, 2016
Washington	December 9, 2016
Wisconsin	September 27, 2016

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EXHIBITS to FDD

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is Ram Jack Systems Distribution, L.L.C. For ease of reference, Ram Jack Systems Distribution, L.L.C. will be referred to as "we", "us" or Ram Jack in this Franchise Disclosure Document. We will refer to the person who buys the franchise, as well as your owners, if you are a corporation, partnership or other entity as "you" throughout the Franchise Disclosure Document. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also apply to your owners and will be noted.

We are a Texas Limited Liability Company formed on January 13, 2000. We do business under the name Ram Jack. We operate from and our principal business address is 13655 CR 1570, Ada, OK 74820. We have no parent company, and there are no predecessors. Our agents for service of process are listed in Exhibit A.

Our Affiliates:

Our concept was developed by our founder Stephen Gregory and our affiliate company Gregory Enterprises, Inc. (GEI) which incorporated on January 3, 1975 as Gregory Pest Control, Inc. and changed its name on June 29, 1984. Its offices are located at 13655 CR 1570, Ada, OK 74820. Ram Jack Manufacturing, LLC, is a limited liability company, registered in Oklahoma on January 31, 2000. It also offices at 13655 CR 1570, Ada, OK 74820. Ram Jack Manufacturing, LLC. manufactures the licensed products and of the equipment used in the Ram Jack® system.

We also have four affiliate owned Ram Jack dealerships with operations similar to the franchises that we offer. They are RJT Commercial, Inc., (its operation merged with Ram Jack of Texas which was dissolved as of December 31, 2007), RJT Construction, LC, Ram Jack of Oklahoma, Inc. (incorporated on March 28, 1988 in Oklahoma) and RJ Team USA, LLC (registered August 1, 2007 in Oklahoma.) The principal business address of each affiliate is 13655 CR 1570, Ada, Oklahoma 74820. Their information and principal business addresses are also included in the list of authorized dealers attached as Exhibit G-2 of this Disclosure Document.

Additionally, we have two affiliate-owned companies Ram Jack Solar Solutions, LLC (registered December 3, 2010 in Oklahoma) and Ram Jack Utility Solutions, LLC (registered July 7, 2009 in Oklahoma) which were formed to joint-venture with Ram Jack dealers to use Ram Jack products, methods and processes for large projects that are not within the scope, financial resources or capability of an individual dealer. Both companies are headquartered at our offices at 13655 CR 1570, Ada, OK 74820.

No predecessor or affiliate has offered franchises for this business or any other lines of business.

Our Business:

We offer franchised dealerships, granting the right to operate a foundation repair and piering business under our trade name of "Ram Jack" and **Ram Jack Foundation Solutions** and using exclusive patented equipment, products and systems to offer high quality foundations solutions for both residential and commercial structures. Operating and franchising Ram Jack dealerships is our only business. Although we intend to concentrate on establishing and expanding our Ram Jack dealership franchises, we reserve the right to develop alternative methods of distribution of our Products and services.

The Franchises:

The **Ram Jack Foundation Solutions** is a carefully designed concept that requires no experience in the foundation industry. Although prior foundation or construction experience is helpful to operate a **Ram Jack Foundation Solutions** Dealership, it is not necessary. Our goal is to grant franchises to individuals who have the desire, common sense, and general business skills to operate a Ram Jack Dealership. The **Ram Jack Foundation Solutions** Dealership offers a strong, reliable system for repairing and installing residential and commercial foundations using unique patented piering and related foundation support and repair products.

We provide a basic package for the **Ram Jack Foundation Solutions** franchisee, allowing you to start business immediately upon completion of training and delivery of the essential equipment package you must purchase from us plus any other products you order. We provide an initial franchise package comprised of manual, software, marketing materials. We will train you in the proper installation of our Products using the Ram Jack® system, a system that is backed by the finest grade American made steel products, many under exclusive Ram Jack patents we license to you. You may operate from a home office, a commercial location from which you already operate a non-competitive business (e.g. construction) or may rent or lease commercial space for your Dealership.

We provide an initial training and a basic marketing package for the franchise. You must also purchase the essential tools and equipment needed to operate the business. Operation of the business can commence immediately after completion of training and delivery of these tools and equipment. This initial package includes instructional handouts (at training), web page and marketing materials. We will train you using our Products and the system, a system that is backed by the finest grade American made steel products, including products we have produced under exclusive Ram Jack patents we license to you. You may operate from a home office, a commercial location from which you already operate a non-competitive business or may rent or lease commercial space for your Dealership.

Prior Business Experience:

Ram Jack Systems Distribution, LLC's principal Stephen Gregory began appointing foundation repair dealerships in 1999 and then we were formed to continue developing the Ram Jack dealerships. We offered short term dealership licenses from our formation until July 2008. Our affiliate company, Gregory Enterprises, Inc. has been in the foundation repair business since 1982. Before Gregory Enterprises, Inc. was renamed, the company did pest control work, installed swimming pools and began foundation and concrete repair type work. Gregory Pest Control, Inc. changed its name to Gregory Enterprises, Inc. on June 29,1984. Before Ram Jack Manufacturing was formed in 2001 (see above), GEI manufactured all proprietary and patented products.

Rick Sykes & Brad Sykes are Ram Jack dealers who have been operating a prototype seawall repair and stabilization business under the name since March 2008. They executed an operating agreement with us on March 31, 2008 as members of a new affiliate company, LLC which was filed in Oklahoma on March 19, 2008 to operate as a separate franchise company. This affiliate LLC was dissolved January 9, 2009.

Other Lines of Business:

We have offered franchises for seawall repair and stabilization under the name, Ram Jack Seawall Solutions. The principals have decided not to continue to sell the seawall franchises separately. We have also previously offered short term dealership opportunities using the Ram Jack name and installing patented Ram Jack foundation repair systems from 1999 to July 2008.

Competition:

You will have to compete with a variety of independent companies and sole proprietors using various products and methods of foundation repair and piering for residential and commercial property. While these businesses offer similar services, as an authorized **Ram Jack Foundation Solutions** dealer, you will be able use our exclusive Ram Jack proprietary and patented piering systems, apparatus and methods. See Item 14 for details.

Applicable Laws and Regulations:

We are aware of no laws or regulations specific to the operation of a Ram Jack dealership. However, in some states, **Ram Jack Foundation Solutions** dealers must obtain some form of construction permit or contractor's license to operate a foundation repair and support business. You must comply with all local, state and federal laws regulating your business, and you are responsible for and identifying the specific legal requirements applicable to your business within your territory. We recommend you consult with your business advisors for further information about applicable laws as well as check your state's official web site (typically the secretary of state) for information about applicable laws and regulations that may affect your Dealership.

Item 2

BUSINESS EXPERIENCE

Stephen D. Gregory - Founder and Member

Stephen Gregory is the founder of the Ram Jack system of foundation repair and support. He has been a member of Ram Jack Systems Distribution, LLC since its formation in January 2000. He is also the inventor of the patented products licensed to us by Gregory Enterprise, Inc. of which he is also the founder and president since its inception in 1984.

Darren Gregory- Member

Darren Gregory has been a member of Ram Jack Systems Distribution, LLC since its formation in January 2000.

Ivan Matthews - General Manager

Ivan has been our General Manager since March 2010, and has served as our Dealer Developer and trainer since August 2005.

Lea Ann Pharr - Chief Financial Officer

Lea Ann has been our Chief Financial Officer since July 2012, and has served in various accounting and financial capacities since our inception. She has also been Chief Financial Officer for Gregory Enterprises, Inc. for more than 25 years.

Hollie Furimsky - Manager, Franchise Communications

Hollie has been serving in franchise roles with us since March 2010. Hollie facilitates marketing efforts and franchise development activities in concert with the Franchise and Marketing departments. Hollie supervises daily operations of the franchise call center, reporting and other franchise communication support areas.

Shane Johnson - Manager, Dealer Development

Shane has been our manager of franchise development since January 2015. Shane coordinates franchise acquisition planning; coaches new franchisees in business startup and serves as Franchise Advocate at corporate headquarters. Prior to 2015, Shane was an automobile dealer with Ada Dodge, Ada, Oklahoma from January 2014 to December 2014. From January 2013 to June 2013 he served as general manager of Vernon Auto group, Vernon, TX and from June 1993 until December 2012 he operated Service Automall, Ada, Oklahoma as a dealer.

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

Initial Franchise Fee:

For the **Ram Jack Foundation Solutions** dealership, all franchisees will pay an Initial Franchise Fee of $30,000 The initial franchise fees are payable in a lump sum upon signing the franchise agreement and are non-refundable, with two exceptions described below:

Total Initial Fees:

The total initial fees, including initial franchise fee, that you pay to us will range from $60,536 to $109,326. All franchisees are required to purchase Essential Ram Jack Installation Equipment of $20,542 to $34,485, tools of $9,994 to $12,291 and, at your option, a truck trailer of $32,550, all of which are payable in an lump sum upon signing the franchise agreement or as arranged.

Conversion:

All or part of the initial fee may be waived if you are an existing dealer wishing to convert to a franchise, or are already operating a foundation repair business using a different system and wish to become an authorized Ram Jack dealer. Whether we will do so and the amount of the fee we will waive will be based on your experience, credit standing and general business credentials.

Refundability:

No initial fees are refundable, with these exceptioons:

1. As part of your training, we will work with you to develop a a mutually agreeable Business Plan. If we cannot agree to a Business Plan that you will follow within 60 days of signing the Franchise Agreement, then We will refund 100% of the Initial Franchise Fee on signing of a general release; or

2. If you fail to meet your minimum purchase requirement or your minimum advertising requirement as set out in paragraph 2.3 and the Minimum Purchase and Advertising Addendum, then we may terminate the franchise agreement. Your minimum purchase requirement and your minimum advertising requirement are set out in the MPR Addendum to the franchise agreement. If we terminate the franchise agreement within the first 18 months after the effective date of the agreement for failure to meet your minimum purchase requirement, and if you sign a termination and general release, we will return 60% of your initial franchise fee and installation equipment and product purchases from us. If we terminate the franchise agreement later than 18 months after the effective date, for failure to meet your minimum purchase requirement or your minimum advertising requirement, and you sign a termination and general release, we will return 60% of you r initial installation equipment and product purchases from us only. We do not finance any fees.

Item 6

OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty	None	N/A	Because you will purchase our Products, we do not charge you a royalty.
Advertising	None, but must spend 5% of Gross Revenue	Cumulative annual expenditure.	You must provide us with substantiation of your advertising and marketing expenditures.
Marketing Co-op	None currently, but may require up to 2% of Gross Revenue	Monthly, as we determine	We may require you participate in any regional or national marketing cooperative that is formed. The amount you contribute will apply against the 5% Advertising Fee.

Type of Fee[1]	Amount	Due Date	Remarks
Minimum Advertising and Marketing Expenditures	Year 1: greater of $0.05 per housing unit or $25,000 annually; Year 2and thereafter : an amount equal to 30% of your prior year's purchases from us, but no less than $0.20 per housing unit	Due at the end of each year, beginning at the end of Year 1 of operation	You must spend this much on approved marketing and advertising with the vendors and media you select based on number the housing units in Your Territory.
Required Purchases	Sufficient to meet current Manual requirements for the job to be installed	As invoiced	Purchases will be from us or an affiliate. See also Item 8.
Minimum Annual Purchases	Year 1: $0.10 per housing unit; Year 2: $0.20 per housing unit Years 3,4, 5 and thereafter : $0.25 per housing unit	Due at the end of each year, beginning at the end of Year 1 of operation	You must purchase a minimum amount of Products from us annually, determined by your number of years in operation and the housing units in Your Territory
Additional Training[2]	No amount currently determined.	Before attending training.	In the future, we may offer refresher training and may charge a fee. Training spaces will be on a limited basis. The amount of any training fee will be determined by type and extent of training provided.
Transfer Fee	$10,000 or $1,000 in case of death or disability	Payable when the Franchise Agreement is signed and before we train the buyer.	Before final approval of proposed transferee.
Transfer Training Fee	$10,000	Before final approval of proposed transferee.	Payable when the Franchise Agreement is signed and before we train the buyer.
Finder's Fee	$5,000	Payable no later than closing and before we sign the Franchise Agreement	Payable if we refer someone to you who buys your Dealership.
Audit Costs	In addition to understated amounts, if understatement found, you pay reasonable cost of audit.	Upon receipt of invoice.	Includes all costs incurred because of the inspection and audit, such as reasonable accounting and attorney fees.

Type of Fee[1]	Amount	Due Date	Remarks
Interest on Late Payments[3]	Interest at the maximum rate allowable by law	For any fees or payments due us or our affiliate that are not paid on time.	We may charge interest for a late payment you owe us that we do not receive by the due date, whether or not we send a Late Notice.
Renewal Fee	$1,000	When renewing your franchise prior to expiration of your five year term	Payable by no later than two weeks before your franchise term expires.
Breach of Territory Restrictions Penalty	Up to 50% of revenue derived from violating your Territory restrictions	Payable upon written notice	If you sell outside of your Territory's boundaries as defined in Exhibit C of your FA without first obtaining our written approval, we may assess the penalty as described in Paragraphs 3.7 & 4.1 of the FA
Alternative Supplier Review Fee	Will vary under the circumstances	At time review process begins	If you propose to purchase from an unapproved source any item for which we require an approved vendor, then the source must be approved as a vendor and you will be charged a fee for the approval process that we determine is necessary.
Costs and Attorneys Fees	Will vary under the circumstances.	As incurred.	Payable upon your failure to comply with the Franchise Agreement or because of other claims involving our relationship.
Ram Jack Dealer[4] Association	Initial Membership Fee: $1,000 ------- Annual Dues: $500 ------- $1 per bracket purchased from us	When you elect to join. --------- Anniversary of joining ---------- Billed monthly by the Association	This is a voluntary association run entirely by the dealers for the purpose of providing a warranty trust fund to support warranties given by dealers in support of the guarantees that dealers may give their customers. All fees/dues are paid directly to the Association.

Note 1 Unless otherwise specifically noted, all fees are uniformly imposed by and payable to us and are not refundable.

Note 2 We currently will provide additional training at no charge, but this is subject to change. If additional training is provided at your location, then we may charge for our representatives actual expenses incurred for travel, lodging and meals.

Note 3 Interest begins from the date of non-payment.

Note 4 Other than providing a representative to serve as a board member and offer our input, the only role that we will play is that we will give the Dealers Association an accounting of each member dealer's bracket purchases for the month. The Dealers Association will then bill each member dealer $1 per bracket for the warranty trust. The criteria for membership in the Association is that the dealer must be in good standing with us, i.e. current account. After becoming a member, you must continue to maintain good standing with Distribution as well as the Dealers Association. If Distribution terminates a dealer, that information will be immediately forwarded to the Association.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

EXPENDITURE	ESTIMATED AMOUNT OR ESTIMATED HIGH-LOW RANGE	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Notes 1)	$30,000	Lump Sum	Upon Signing Franchise Agreement	Us
Essential Ram Jack Installation Equipment (Note 2)	$20,542-$34,485	Lump Sum or As Arranged	Upon Signing Franchise Agreement or As Arranged	Us
Tools (Note 3)	$9,994 to $12,291	As Incurred	As Incurred	Us or Third Parties
Truck (Note 4)	$0 to $52,000	As Arranged	As Arranged	Third Parties
Truck Bed Modification (Note 5)	$0 to $4,320	As incurred	As Incurred	Third Parties
Trailer (Note 6)	$0 to $32,550	As Incurred	As Incurred	Us
Vehicle and Trailer Vinyl Wraps (Note 7)	$2,400-$7,000	As Incurred	As Incurred	Third Parties
Initial Advertising Budget (Note 8)	$25,000-$80,000	As arranged	As Incurred over 3 to 12 months	Third Parties
Computer, Laptop & Printer	$2,000 to $3,000	As Incurred	As Incurred	Third Parties
Rent (Note 9)	$0 to $2,500	As Arranged	Monthly	Landlord
Landlord (Deposit) (Note 10)	$0 to $500	Lump Sum	As Incurred	Landlord
Telephone / Cell Phone (Note 11)	$200 to $500	As Arranged	Monthly	Third Parties
Utilities and Internet	$300 to $600	Cash or Credit Card on file	Monthly	Third Parties
Office Equipment and Supplies (Note 12)	$1,500	A Incurred	As Incurred	Third Parties

EXPENDITURE	ESTIMATED AMOUNT OR ESTIMATED HIGH-LOW RANGE	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Living/Training Related Expenses (Note 13)	$0 to $6,500	As Incurred	Before Opening	Vendors of Transportation, Service, Lodging
Annual Insurance (Note 14) **Initial Vehicle Insurance Monthly Premium** ------------ **Initial Workers' Compensation Insurance Monthly Premium** -------------- **Initial General Liability Insurance Monthly Premium**	$500 to $1,500 ------- $1,000 - $10,000 ---------- $3,000 - $15,000	As Incurred	Before Opening	Insurer
Legal and Accounting (Note 15)	$500 to $2,000	As Incurred	As Arranged	Lawyer, Accountant, Other Professional Advisors
Additional Vehicles (Note 16)	$11,500 to $45,000	Lease, Cash Purchase, Finance Payments	Before Opening	Vendor
3 Months' Additional Funds (Note 17)	$15,000 to $35,000	As Incurred	As Incurred	Suppliers, Phone, Lenders
Estimated Total Excluding Materials and Product for Initial Installations (Note 18)	$123,436 to $376,246			

Notes:

1. The initial franchise fees is the same for all franchisees. See Item 5 for the factors evaluated in determining the initial fees. As part of the Ram Jack Foundation Solutions franchise package, which is described in Exhibit A to the Franchise Agreement, We provide You with initial training, initial business support, and a Sales and Marketing Kit

comprised of brochures, business cards, T shirts and other promotional marketing collateral. A portion of the initial fee may be refunded, if we terminate you for failure to meet your minimum purchase and advertising requirements. See Item 5 for details. Neither we nor any affiliates offer financing of fees or any portion of the initial investment.

2. To install our Ram Jack proprietary foundation repair and support products, you will purchase certain essential installation equipment from us. We will jointly determine your needs based on any current business operations you have and your business plan for operation of your Dealership.

3. Tools will be needed outside of the proprietary equipment available for purchase, some of these include general hand tools like screw drivers, socket sets, cordless drills, reciprocating, etc. You will also need some medium duty tools such as a jack hammer, concrete saw, and core drill.

4. If you do not already have a suitable truck and need to purchase one, you have the option of financing through third party lending institutions. Typical monthly payments range from $566 to $985. You will need a flat bed truck or box truck capable of hauling proper installation equipment, personnel, and products to and from job sites such as a Dodge 4500, Chevrolet 5500 or Ford F450. These are examples only and we make no recommendations for any particular make and model of truck. The Department of Transportation regulations and laws of your state must be consulted and followed pertaining to maximum weight limits for loaded truck and loaded trailer. The vehicle must be in proper operating condition, clean, and represent Ram Jack according to our standards. You must also carry proper insurance at all times for all company vehicles.

5. Depending on the materials and equipment you plan to transport and the areas in which you will be driving (urban, suburban, rural), you may want or need to modify the bed of your truck(s) for more efficient transportation.

6. There are many options in the choice of trailers if you do not already have a suitable enclosed trailer. We do not require you to purchase one from us, however we do offer a Sundowner trailer customized for Ram Jack work. If you purchase the custom trailer, you will need to own or purchase a truck capable of towing the fully loaded custom trailer with equipment loaded on truck bed. The Department of Transportation regulations and laws of your state must be consulted and followed pertaining to maximum weight limits for loaded truck and loaded trailer.

7. You must have both your truck and any trailer vinyl wrapped according to our specifications by the vendor of your choice.

8. We will help you develop a marketing plan but how and the timing of when you spend your advertising budget is at your discretion.

9. You may base your business operations from your home or lease space suitable for your business. Monthly rent and related charges will vary greatly depending upon the size of the space, its location and general rental market.

10. Most landlords require a security deposit.

11. You must maintain a telephone or cable/broadband line with high speed internet capability, as well as a telephone, either landline or cell phone.

12. Basic office furniture and supplies include, desk, chair, file cabinet, office supplies. Franchisee will need to provide a facsimile machine and printer of their choice.

13. You must pay for your travel and board costs, and that of any employees you have attend when you attend training in Ada, Oklahoma, or another city with a designated trainer.

14. You must obtain commercial liability insurance for bodily injury, property damage. We do not include the amount of motor vehicle insurance, which you should maintain at a reasonable level. Required liability limits may vary according to the geographic location and size of your operation. Insurance costs will vary depending upon the nature and value of the physical assets, gross revenues, and other factors bearing on risk expense practices. Initial General Liability cost will be typically based on the projected revenue you determine in your business plan and initial Workers' Compensation will be based on projected payroll based on the business plan you develop. Your costs could be greater or less than the range we have suggested as a possible range. You must keep in full force and effect at all times Contractual Liability; Products and Completed Operations, Personal Injury and Advertising Liability with $1,000,000 per occurrence and a $2,000,000 general and products/completed operations aggregate limits. Commercial Auto Coverage at $1,000,000 Combined Single Limit per occurrence and having Employers Liability limits of at least $500,000/$500,000/$500,000. Umbrella/Excess (following form on Employer's Liability, comprehensive General Liability and Commercial Automobile coverages), with such general liability policy(ies) provided by an insurance company or insurance companies licensed to do business in the state in which your franchise is located. The policy(ies) must cover all of your activities under the Franchise Agreement and must name us as an additional insured. You must maintain no less than the minimum amounts and limits for Workers' Compensation and General Liability insurance coverages with limits required by applicable state law, and use only insurers and forms of policies approved by your state insurance commissioner.

15. You may desire to retain legal counsel to review Your initial agreements and an accountant to advise on financial and tax matters. The fees they charge will depend on the scope of services you request and could exceed this amount.

16. Most dealers require additional support vehicles to transport installation crew and for other customer service and support personnel needs.

17. This item estimates your initial start up expenses for a 3-month period. We recommend you have initial operating capital of $15,000 to $35,000 to provide operating cash and miscellaneous costs. The amount required may fluctuate due to expenses of the Business such as the efficiency of your operation, required salesperson salary, any complementary existing business operations you may have, where you choose to base your Dealership operation, the local market, the length of time it takes to secure and produce Your first jobs. Many suppliers, utilities and tradesmen require you pay their fees and deposits before providing services, e.g. sales tax deposits, business license fees, etc. In addition, you will incur costs such as gasoline, insurance, monthly phone bills, vehicle lease or purchase payments and the like before you will have generated any revenue from sales. Once started, you will purchase Ram Jack products as appropriate and needed for the particular job. These figures are estimates. We cannot guarantee that you will not have additional expenses starting your business. Operating capital is

calculated solely for your Dealership expenses and does not include any funds you may need for personal use or salary. Initial operating capital needs vary greatly and a three month period may not suffice.

Important Note: Because the type and size of projects you may undertake will vary considerably, the cost of materials and products you may need for your first installations cannot be estimated and is not included here, but you should consider that in planning your working capital needs.

18. These total estimates are calculated for different representative levels of operation. The low range is calculated based on the basic New Ram Jack Dealer Package that includes Essential Proprietary Installation Equipment, Business Support Package, Media Kit, and Sales and Marketing materials, and the high range of $392,191 includes the customized Trailer, Trailer Wrap, customized Truck Bed, and Truck Wrap and the Tool Package. Your actual costs could be significantly different and will be determined by the demographics of your Territory and the possible need for the Trade Show Booth, Trade Show Assistance, and necessity of Pile Load Test. It will also be affected by the materials and products you must purchase for your first installations.

We base the estimated initial investment on the experience of our founder Steven Gregory and our original dealership network. We anticipate identifying more variables in expenses as we gain experience through franchising and establishing Dealerships in different regions of the country where start up costs and operating expenses may vary considerably. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

All fees and payments you pay to us are non-refundable, unless otherwise specifically stated. The refundability of payments to other third parties and vendors will depend upon the terms you negotiate.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

To preserve the quality and consistency of the Ram Jack Systems and of the services and products offered customers, we require that you buy certain items either from us or from an approved supplier, as we specify. This includes all patented equipment and products and all related proprietary and trademarked items. We will control the purchase of these items to assure protection of our patent licenses, trademarks, trade secret rights and for quality control and uniformity of products and services within the franchise system.

While we do not require that you purchase or lease any specific type of vehicle to use in your dealership, we do require that you use an appropriate vehicle and trailer meeting our standards for maintenance and appearance as set out in the Manual. You will need a flat bed truck or box truck capable of hauling proper installation equipment, personnel, and products to and from job sites . An acceptable vehicle would be a truck such as a Dodge 4500, Ford F450, or Chevrolet 5500 and trailer that are clean, mechanically sound and well maintained. The Department of Transportation regulations and laws of your state must be consulted and followed pertaining to maximum weight limits for loaded truck and loaded trailer

All franchisees must maintain a computer with software at all times that is capable of connecting to the internet, communicating by email, and performing other basic office functions, such as word processing, accounting and spreadsheets. If you do not currently have this, you must buy or lease it. See also Item 11.

Maintaining the quality and uniformity of Ram Jack foundation repair and piering system services is central to the reputation, goodwill and value of the Ram Jack system. To provide any Ram Jack System services, you must use Ram Jack patented equipment, apparatus systems and related proprietary products we manufacture or have made to our specifications. ("Products.") You are strictly prohibited from reselling Ram Jack Products except as part of our repair and piering system services provided to the end user customer in accordance with our standards and specifications other than a current Licensed Ram Jack Dealer.

Required and Approved Suppliers; Specifications and Standards

You must currently purchase all your requirements of our Products either from us or from our approved vendors. We are the only approved suppliers of Ram Jack Products. As applicable, we will provide you with standards, specifications and a list of approved vendors. We have the right to change the list at any time. Our specifications for suppliers, equipment and products are included in our operations manual or in written communications to you and may periodically change. We will issue standards to you and prospective suppliers upon request. Neither We nor any of our officers own an interest in any approved supplier. However, Steven Gregory, our founder, and Darren Gregory are officers who own the membership interests in Ram Jack Systems Distribution, LLC.

We have established annual Minimum Purchase and Minimum Advertising requirements. Failure to comply may result in a reduced Territory or termination. See Item 12 for details.

You must keep your equipment in good working order. You may use any supplier to perform maintenance and repairs, but we reserve the right to disapprove a supplier if we deem appropriate. You must conduct in a professional and dignified manner all marketing and promotion of any kind and in any medium and must conform to our specified standards. We must approve all advertising and promotional materials before you may use them. If you do not receive our written approval within 20 days, the materials are deemed not approved.

Approval of Alternative Suppliers

To obtain our approval of a vendor who desires to obtain an Approved Vendor designation, you or the vendor must submit to us the information we consider appropriate, which may include financial and business condition and reputation, facilities, insurance, credit rating, as well as appropriate product information. Any cost of review and testing of this information and sampling will be your obligation or that of the vendor seeking approval. Within sixty days of receipt of all required information, we will advise you or the applying vendor of our decision in writing. We will not unreasonably withhold our approval, but the final decision is solely within our discretion. We may revoke approval of any vendor at any time by giving you written notice.

Revenue from Franchisee Purchases

We only derive income from franchisees' purchases directly from us. In the future, we may negotiate purchase agreements with suppliers of various products for our benefit and that of the franchise system. We do not provide material benefits to a franchisee based on a franchisee's use of designated or approved suppliers. We do not currently receive any money, rebates or advertising allowances from approved suppliers, but reserve the right to do so in the future. There are no purchasing or distribution cooperatives.

Our gross revenue for the fiscal year ending 12/31/16 was $_________ of which $________ was from the sale of all required purchases and leases of equipment and supplies to our initial franchisees. All of your required purchases represent approximately 80-90% percent of your total purchases and leases in connection with the establishment of your Dealership and approximately 40% percent of your overall purchases in operating the Dealership. Affiliate companies do not receive revenues from franchisee required purchases or leases.

Before you begin operation, you must secure and maintain throughout the term of the franchise an insurance policy or policies as specified in the franchise agreement. You must also furnish us with copies of all insurance policies showing the coverage and payment of premiums required by your Franchise Agreement and then continue to provide renewal certificates.

Item 9

FRANCHISEE'S OBLIGATIONS

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

Ram Jack Foundation Solutions

Obligation		Section/Paragraph in Franchise Agreement	Item in Franchise Disclosure Document
a.	Site selection and acquisition/lease	N/A	Items 7 and 11
b.	Pre-opening purchases/leases	Paragraph 5.1.1, 5.1.2	Item 8
c.	Site development and other pre-opening requirements	Paragraphs 5.1.1, 5.1.2	Items 6, 7 and 11
d.	Initial and on going training	Paragraph 5.2*	Item 11
e.	Opening	Paragraph 5.2	Item 11
f.	Fees	Paragraph 3.1-2	Items 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Paragraphs 5.3.1 and 5.3.2	Items 8 and 11
h.	Trademarks and proprietary information	Paragraph 6.3*	Items 13 and 14
I.	Restrictions on products/services offered	Paragraphs 2.2, 5.4* and 6.1.4,6.1.6,6.1.7	Items 11 and 16
j.	Warranty and customer service requirementsq q	None	N/A
k.	Territorial development and sales quotas	Paragraphs 2.3 and 7.3; Addendum to FA re: Minimum Purchase and Minimum Advertising Requirements	Item 12
l.	Ongoing product/service purchases	Paragraph 2.3, 5.2.6,6.1.8; Addendum to FA re: Minimum Purchase and Minimum Advertising Requirements	Item 8

Obligation		Section/Paragraph in Franchise Agreement	Item in Franchise Disclosure Document
m.	Maintenance, appearance and upgrading requirements	Paragraphs 6.1.5,6.4.3, and 6.4.4	Item 8
n.	Insurance	Paragraph 6.2	Item 7
o.	Advertising	Paragraphs 2.3, 6.6 and 7.3; Addendum to FA re: Minimum Purchase and Minimum Advertising Requirements	Items 6, 7 and 11
p.	INDEMNIFICATION	Paragraph 7.7	Item 6
q.	Owner's participation/ management/ staffing	Paragraphs 7.3 and 7.11; P Addendum to FA re: Minimum Purchase and Minimum Advertising Requirements	Items 11 and 15
r.	Records and reports	Paragraph 3.4*	Item 8
s.	Inspections and audits	Paragraph 3.4.3	Item 6
t.	Transfer	Sections 9 and 11	Item 17
u.	Renewal	Paragraph 8.2*	Item 17
v.	Post-termination obligations	Section 11	Item 17
w.	Non-competition covenants	Paragraphs 7.8	Item 17
x.	Dispute resolution	Section 14.2*	Item 17
y.	Confidentiality and Non-Disclosure	Paragraphs 6.3.7, 6.3.8 and 11.6	Items 14 and 15

* Includes numbered subsections

Item 10.

FINANCING

Neither we nor any affiliate currently offers, directly or indirectly, any financing arrangements to any franchisee. Neither we nor any affiliate guarantee your note, lease, or obligation. We are unable to estimate whether you will be able to obtain financing for any part or all of your investment in our franchise and, if so, the terms and conditions of financing qualifications. We suggest you review any financing documents with your financial, legal or business advisors before signing any binding documents. You are free to choose any lender or form of financing you prefer.

Although not obligated to do so, we currently provide our franchisees in good standing with 30 day open account terms on your purchase of Products from us. Our current terms are generally a (2%) Percent discount if paid within fifteen (15) days of invoice date, or full invoice amount due no later than thirty (30) days from invoice date. Discount applies only to products on an invoice and does not apply to freight. Our current products sales terms and conditions are included as Exhibit B to the Franchise Agreement which is attached as Exhibits C of this Disclosure Document .

We do not have any past or present practice, nor any intention, to sell, assign or discount to any third party any note, contract or other instrument you execute.

Item 11.

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Ram Jack is not required to provide you with any assistance.

Before you start your **Ram Jack Foundation Solutions** dealership, we will:

1) Provide you with pre-operation information, materials and training to assist you in starting your Ram Jack Dealership, including initial marketing and promotional techniques (Franchise Agreement - Paragraph 5.1);

2) Sell to you, if you request, a desktop computer, pre-installed with our proprietary Ram Jack Solutions software, as well as Quickbooks with the chart of accounts set up (Franchise Agreement - Paragraph 5.1.1);

3) Provide you with a list of approved and recommended suppliers of foundation systems related products, equipment and business supplies (Franchise Agreement - Paragraph 5.1.2);

4) Work with you to develop a mutually agreeable operating budget for your first year of operation and as well as a Business Plan (Franchise Agreement - Paragraph 5.1.4)

5) Train you, your designated manager, crew supervisor and other personnel you choose in the business, sales, and operation of a Ram Jack Dealership and implementation of the Ram Jack foundations solutions system, including on pile load test, basic technical training and basic installation (Franchise Agreement - Paragraph 5.2);

6) Give you a non-exclusive license to use and install our patented helical piering and foundation repair system using our trade name and service marks (Franchise Agreement - Paragraph (6.3.6);

7) Grant you an exclusive territory for your Dealership (Franchise Agreement - Paragraph 4.1 and Exhibit C);

8) Provide you with three to five days of training for you in the operation of a Ram Jack Dealership and your crew in the use and installation of the Ram Jack system and Products (Franchise Agreement - Paragraph 5.2);

9) Sell to you all your requirements of our Proprietary Products and systems. See also Item 8. (Franchise Agreement - Paragraph 3.2);

10) Provide you with one copy of our manual (referred to as "the Manual") which will cover sales and marketing, software, operating procedures, approved vendors and standards, rules and regulations for the Franchise System (Franchise Agreement - Paragraph 5.3.1); and

11) Include your basic Dealership information on our Web site and allow you the use of a Ram Jack URL on which to locate your own home page (Franchise Agreement - Paragraph 5.5).

***During the operation* of your Ram Jack Foundation Solutions Dealership, we will:**

1) Provide you with periodic updates, changes, additions, and deletions to the information contained within the Manual, as we deem appropriate (Franchise Agreement - Paragraph 5.3.1);

2) Provide you with advice and guidance by e-mail and by telephone on business operations, marketing and engineering and foundation issues including interpretation and implementation of the standards, policies and procedures in the Manual as we have time and staff available (Franchise Agreement - Paragraph 5.3.2);

3) Periodically advise you of approved vendors, which may include us and affiliates (Franchise Agreement - Paragraph 5.4.1. See also Item 8)

4) Provide general marketing of the Ram Jack dealerships and franchise system by means of Internet and the Web site we will maintain to the extent we deem appropriate (Franchise Agreement - Paragraphs 5.3.3);

5) Advise you on general operations, management, inventory management and bookkeeping as appropriate to the franchise (Franchise Agreement - Paragraph 5.3.2);

6) Periodically offer you all your requirements of Ram Jack patented and other proprietary products when they are developed and available (Franchise Agreement - Paragraph 3.2);

7) Periodically review and work with you to update your Business Plan (Franchise Agreement - Paragraph 5.6)

8) Provide you with refresher and new product and systems training twice each year at our Ram Jack University conducted at our corporate facility in Ada, Oklahoma (Franchise Agreement - Paragraph 5.2.5);

9) Offer you optional training for advanced techniques and specialty services that we incorporate into the Ram Jack system (Franchise Agreement - Paragraph 5.2.6).

Site Selection

We do not approve a specific site for your operation. You may base your operations from your home or from a commercial office, as you deem appropriate for your plan of operation. You will select the proposed exclusive territory for your franchise, subject to our agreement negotiated between us. We may offer suggestions of available markets meeting our general criteria for a dealership. The selection criteria for the Territory is described in Item 12. The Territory is defined and agreed between us before you purchase the franchise, or we will not grant the franchise. We will determine the territory by delineated geographic boundaries and/or zip codes.

\]Factors we may consider in approving a proposed Territory include number of households, overall size of territory, local markets conditions and demographics and any other information We deem appropriate. (Franchise Agreement - Paragraph 4.2)

Advertising

We do not require or provide advertising in any media, except that you must maintain listings of the Dealership in the white and yellow pages of local telephone directories, as well as any internet directories that we may specify in the Manual. We will not provide any amount for advertising in your area or territory. You may use your own advertising materials only with our prior written approval. You may not market on the Internet, nor use any other form of electronic media without our prior written approval.

You must promote the Ram Jack products, services and trademarks. We require that you hire a full time sales representative who will make personal phone calls and in-person marketing visits on professionals such as architects, engineers, property and who will generally conduct regular sales and marketing activities. We will provide advice and assistance by phone, emails and written directives as we reasonably can in support of your sales representatives activities.

Although we will not establish an advertising fund, we do have the right and intend to establish a franchisee advisory council and appoint dealers to facilitate communications between us and our Ram Jack franchised dealers. The Advisory Council will provide franchisee input to us regarding advertising, new techniques and processes, methods of operation, product development and other matters affecting the Ram Jack system.

Advertising Cooperative

We may require that our Dealers in each franchise system form and participate in one or more advertising associations or cooperative formed either by region, by franchise format or a single national marketing association to benefit Ram Jack Dealers (a "co-op"). No co-ops have yet been formed. When we do establish a co-op, you may be required to sign the form of membership agreement adopted by such co-op and to contribute up to 2% of Gross Revenues as We designate in writing. The purpose of a co-op will be to pool resources to advertise and promote the Dealers and the franchise systems regionally or nationally. If such cooperatives are formed, Company and affiliate owned outlets will contribute on the same basis.

Computer

We do not require that you buy a specific brand of computer. We do require that you obtain and use either a desktop or laptop computer with basic financial, office and word processing software, such as Quick books and Microsoft Office. In addition to maintaining basic business records, you will use your computer to process and follow up on potential sales and customer information. If you do not already have such a computer, the estimated cost of this equipment and software is approximately $2000 to $3,000 for computer, software, multifunction printer and a projector for presentations. We do require all franchisees to maintain a computer at all times that is capable of connecting to the internet, communicating by email, and performing other basic office functions, such as word processing, accounting and spreadsheets. Maintenance of computers and software is your responsibility. You will also use your computer to access and use our Ram Jack Customer Resource Management (CRM) and Design Aid programs which we maintain on the Ram Jack intranet.

We have no annual optional or required maintenance, updating, upgrading, or support contracts and have no knowledge of such costs. We have the right to change our minimum computer hardware and software requirements occasionally, as well as any ancillary technology for your computer or the Machine. Because of rapidly changing technology, we do not know what our requirements may become, nor how much any updates, upgrades or new equipment or software may cost. You must upgrade your computer system or related equipment, e.g. cashless payment system, to meet the new requirements at your expense within a reasonable period of receiving notice from us to do so. We have the right to independent access of the information stored in the computer system but have no present intention to do so.

Length of Time Between Signing of the Agreement and Beginning Operations:

The period of time between the signing of the Franchise Agreement (or the payment of any consideration for the franchise) and the start of your Dealership varies, depending upon when you schedule any applicable training and begin your marketing. We estimate that the typical length of time between signing the franchise agreement and the start up of your Ram Jack

Dealership is 60 days. Once you complete training and return home, you can immediately begin marketing for customers and operating Your Franchised Business.

Table of Contents of Operating Manual

As of the date of this Disclosure Document, the total pages in our **Ram Jack Foundation Solutions** Manual(s) is 174 pages. The Table of Contents for the Manual(s) with number of pages per subject is attached as Exhibit D.

Training

We will provide a three to five day training program as we determine is appropriate for you on site within your Territory. We will train you, your general manager, sales representative, crew supervisor and any other staff you believe would benefit. You must complete the training to Our satisfaction. We plan to be flexible in scheduling training to accommodate our personnel and you. There currently are no fixed (i.e., monthly or bi-monthly) training schedules, except for Ram Jack University. We may require you, your manager, salesman, crew/production supervisor, staff, technical support, or other employee(s), to attend refresher or re-certification training courses at times and locations that we designate. In addition, there will be two (2) Ram Jack Universities held each year. You, your manager, salesman, crew/production supervisor, staff, technical support, and/or other employee(s) are required to attend a minimum of one (1) Ram Jack University each year. You will be responsible for your related traveling and living expenses.

Our training program emphasizes quality service, using the Operating Manual and other materials that we may adopt. The Table of Contents for the Manual is included as Exhibit D to this Franchise Disclosure Document. The total number of pages in the Manual is currently 179. Training covers operation and management of the franchise business, and includes customer service, marketing and sales, management, and troubleshooting. We maintain staff within our organization who have training responsibilities as well as on-going duties in the company.

We do not charge for training, subject to those limitations summarized immediately above. You are responsible for travel, board, living expenses, any employee salary and costs.

In the future, we may provide refresher training at our option for a charge we will determine at that time. Ivan Matthews, General Manager and Facilitator, supervises all training. As of the date of this Franchise Disclosure Document, we provide the following training at or near our headquarters in Ada, Oklahoma or on site within your territory.

TRAINING PROGRAM - Ram Jack Foundation Solutions

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Production	8 Hours	16 Hours	On site within your territory or at other training area designated by us
Operations	4 Hours	4 Hours	"
Marketing and Sales	8 Hours	8 Hours	"
Administration and Business Management.	8 Hours	8 Hours	"
Basic Technical	8 Hours	16 Hours	"
Basic Installation	8 Hours	16 Hours	"

Instructor	*Subject*	*Relevant experience*
Ron Davidson, Sales Team Leader	Marketing and Sales	15 years
Josh Sanders, Coach	Production	9 years
Ivan Matthews, Dealer Developer - Facilitator	Administrative	8 years
Darin Willis, Staff Engineer	Technical and Installation	13 years

Item 12

TERRITORY

Under the Franchise Agreement, you must locate and operate your Ram Jack Dealership within an exclusive territory designated by addendum attached to the Franchise Agreement ("the Territory") The grant of an exclusive territory means you have exclusive rights to perform the dealership services for which you are licensed within the designated territory. Neither we, nor another franchisee can perform the same Ram Jack services in your Territory. The Territory deemed appropriate will vary in physical size from franchise to franchise, but all will be delineated geographic boundaries and/or zip codes. We will determine the Territory by the specific geographic and market factors affecting the Territory and by our overall plan for development of the Territory. These factors include: the size of the territory, the demographics of the territory, the experience of the franchisee, the financial strength of the franchisee and other commercially feasible factors.

Among other sources, we will derive our information from data released in 2005 by the U.S. Census Bureau including information that has been converted by a commercial service into zip code data we will use in determining the Territory. We will negotiate your Territory concurrently with the Franchise Agreement, which will be described in Exhibit C to the Franchise Agreement. Because Ram Jack businesses provide services at the customer's location and you will be granted an exclusive territory (or designated territory in Southern California Regions), you cannot relocate your franchise rights outside your territory. You may however sell your Business, and we will consider selling you a franchise for another territory so long as you are in full compliance with your franchise agreement and will otherwise qualify.

Non-Exclusive Territorial Rights in Southern California

If you locate your Dealership within the "Southern California Region" which we define as all of the state of California south of the geographic latitude of **N34° 45'**, except that any part of Ventura and Santa Barbara counties that extend south of the latitude of **N34° 45'**, then you will sign an addendum which authorizes a Designated Territory and grants you non-exclusive rights different from those granted franchisees in other regions of the United States.

The Designated Territory will be determined by a radius from your approved office location, and the actual size of the radius will be determined based on the specific geographic and market factors affecting the Territory and by our overall plan for development of the Territory. These factors include: the size and demographics of the local population, local regulations, type of commercial and residential locations in the area. You must focus your marketing within the Designated Territory.

Minimum Purchase and Advertising Requirements (MPAR)

Minimum Purchase Requirement: As a condition of your franchise, annually you must purchase a designated minimum amount of our Proprietary Products. Based on the number of housing units in Your Exclusive Territory, or Designated Territory if applicable, using the U.S. Census Bureau data We determine your annual MPR, calculated as follows

- MPR end of Year 1 operation: $.10 x house units in your Territory
- MPR end of Year 2 operation: $.20 x house units in your Territory
- MPR end of Year 3 operation
  and Years 4 and 5 thereafter: $.25 per house units in your Territory

Minimum Advertising Requirement: For approved advertising and marketing of Ram Jack services products and Marks, you must annually spend a minimum of:

- For Year 1 of operation: an amount equal to the greater of $25,000; or $.05 per housing unit in Your Exclusive Territory; and
- For Year 2 of operation and thereafter an amount equal to 30% of Your prior year's purchases from Us which must be not less than purchases equaling $.20 per housing unit in Your Exclusive Territory.

Modification of the Territory or Termination

If you do not meet your minimum purchase requirement or your minimum advertising requirement for any year of operation as those are specified in the Minimum Purchase and Advertising Addendum to the Franchise Agreement, then we may either: 1) adjust the boundaries of your Territory to reduce its geographic scope and the number of households it includes, or: 2) terminate the franchise agreement. We will not, however, do so without first giving you written notice and opportunity to cure within a 90 day period, and/or elect either to terminate this Agreement at the end of the first or second (if given) 90 day cure period or adjust the boundaries of Your Exclusive Territory to reduce its geographic scope and or number of households.

There are no other circumstances that permit the franchisor to modify the franchisee's territorial rights.

Generally:

We do not allow franchisees to advertise or target solicitation outside of their Territory. Nor do we require payment of any compensation for sales made or orders solicited in another franchisee's territory. We are not subject to these conditions. You may not sell or provide Ram Jack services outside of your Territory whether designated or exclusive except with our prior approval as well as the consent of any Dealer in whose territory you propose to work. We do not permit use of the Internet, toll free telephone numbers and mail order.

Within the Southern California Region, franchisees may work but not directly focus marketing in open territories, that are not yet franchised. However, they must obtain our written approval to work within another franchisee's non-exclusive territory. Our conditions for approval are contained within the Manual. Currently, we may give our approval if the proposed work arises from customer work within your Designated Territory or from a referral from a professional relationship developed within your Designated Territory. You must register all customers in our CRM system. We are not obligated to consent to any work in another franchisee's territory, even though non-exclusive.

Other Channels of Distribution: We have the right to solicit and accept orders for products bearing our Marks or other products to customers located in your Territory without compensation to you. We reserve the right to use the Marks in any other channel of distribution and may sell other similar services and goods under other trademarks.

Item 13
TRADEMARKS

We and our affiliate, Gregory Enterprises, Inc. have developed and own the trademarks, service marks, trade names and other designations used in the Ram Jack Dealerships, including but not limited to the principal Mark, trade name and service mark Ram Jack™ and Ram Jack and Design® within North America. By license agreement with GEI effective January 13, 2000, we hold the exclusive license to franchise foundation piering support and repair service businesses for commercial and residential foundation support and repair using the principal marks described below. The term of the license runs through the last day of the year 2060

We grant you the non-exclusive right to operate a Ram Jack Dealership under the name "Ram Jack Foundation Solutions of [geographic region of your Territory]" and under any other trademarks, trade names, service marks, designs and logos currently licensed for use in the franchised business (the "Marks").

Trademark*	Description of products or services	Class(es)	Principal or Supplemental Register	Filing Date or Registration Date
Ram Jack* **Reg. #1,539,595**	Foundation leveling, support and repair services	IC 37	Principal	May 16, 1989
Ram Jack and Design* **Reg. #1,592,360**	Foundation leveling, support and repair services	IC 37	Principal	April 17,1990

Trademark*	Description of products or services	Class(es)	Principal or Supplemental Register	Filing Date or Registration Date
Ram' s Head Design Mark **Serial No.**	Helical piers; helical pier driving head; carbon steel pilings, hydraulic pump , ------- Foundation leveling, supporting and repair services; pile driving services	IC 6 , ---- IC 37	Not yet filed	
Ram Jack Foundation Solutions **Reg. No. 3,396,423**	Computer software for use in foundation design and determining pier and pile capacity	IC 9	Principal	March 11, 2008
Ram Jack Foundation Solutions and Design **Reg. # 3,780,152**	Helical piers; helical pier driving head; carbon steel pilings, hydraulic pump , ------- Foundation leveling, supporting and repair services; pile driving services	IC 6 ---- IC 37	Principal	April 27, 2010

Trademark*	Description of products or services	Class(es)	Principal or Supplemental Register	Filing Date or Registration Date
Ram Jack** **Reg. #3,400,064**	Computer software for use in foundation sign and for determining pile and pier capacity	IC 9	Principal	March 18, 2008
Ram Jack Seawall Solutions **Reg. # 3,776,908**	Hydraulically driven anchoring for seawall and lakewall retention, namely, helical piers and brackets ——— Foundation leveling, supporting and repair services; pile driving services	IC 6 — IC 37	Principal	April 20, 2010
Ram Jack Seawall Solutions **Reg. #3,776,909**	Hydraulically driven anchoring for seawall and lakewall retention, namely, helical piers and brackets ——— Seawall, lakewall and retaining wall stabilization and repair services	IC 6 ——— IC 37	Principal	April 20, 2010

** The Franchisor has filed all required affidavits.*
***Licensed to us by GEI, our affiliate.*

We have filed all affidavits required to be filed by the Patent and Trademarked Office. No renewals are due. Trademark authorities have issued registration for Ram Jack and Ram Jack and Design in Canada.

There are no presently effective determinations of the PTO, U.S. Trademark Trial and Appeal Board, the trademark administrator or court of this or any State, nor is there any interference, opposition or cancellation proceeding or material litigation pending involving the Marks, which is relevant to their use in this or any State in which we will grant franchises.

All your use of the Marks and any goodwill you establish is to our exclusive benefit. You will keep no right in the Marks on termination or expiration of the Franchise Agreement, nor may you contest their ownership.

You must notify us immediately when you learn of any infringing use or claims of right to names or marks which are the same, or confusingly or deceptively similar to any of our Marks. We are not obligated to, but may in our discretion, take affirmative action to protect our rights and/or yours to the Marks. We are not required to defend you against infringement or to reimburse for any damages for which you are held liable in any proceeding arising out of your use of the Marks. We do intend to defend our ownership of the marks according to our reasonable business judgment.

We may require that you modify or discontinue use of any Mark. If we do, we are not obligated to reimburse for the costs of changing items such as signs and stationery, or for any other loss or expense caused by the modification or discontinuance. We do not actually know of any superior prior rights or infringing uses which could materially affect your use of the principal Marks in this state or in any state in which the franchised business is to be located.

No agreements materially limit our right or that of Gregory Enterprises, Inc. to use or license the use of the Marks.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You must operate your Dealership according to the Manual, as provided in various separate parts and media, including binders, DVDs and/or CDs. You must treat the Manual and any other materials, information, processes and knowledge ("materials") we create or approve for use in your operation as **confidential** and trade secret. You cannot copy or reproduce these materials without our written consent and must treat them as trade secret and confidential. We may occasionally revise the Manuals and you must comply with each revision as instructed.

Patents:

The **Ram Jack Foundation Solutions** Dealership franchise we grant to you will include the right and license to use our patented system of hydraulically driven steel piering systems of foundation repair, piering and support and Ram Jack proprietary system in the operation of your Ram Jack Dealership, as well as a license for the use of our trade name and trademarks under the terms of the Franchise Agreement.

An affiliate company, Gregory Enterprises, Inc. currently holds seven patents in the United States which patented products and systems have been licensed to Us to offer under the Ram Jack brand. The patents are registered with the United States Patent and Trademark Office, and franchisees are given a limited license to use our patented Ram Jack systems solely in accordance with the terms of the Franchise Agreement. The Patents are:

- U. S. Patent Number 5,722,798, System for Raising and Supporting a Building was issued March,3, 1998. This is for a system in which a hydraulic ram is inserted between a mounting assembly and a supporting assembly and a piling is driven into to ground in order to raise the building or foundation and it expires February 16, 2016.

- U. S. Patent Number 5,951,206 Foundation Lifting and Support System and Method issued September 14, 1999, s for a foundation lifting and support system in which the foundation is raised using units mounted to the foundation, a support sleeve and a piling driven hydraulically and it expires June 16, 2018.

- U. S. Patent Number 6,468,002 B1 was issued October 22, 2002 and is entitled, Foundation Supporting and Lifting System and Method. This system is used on a pier supported structure. The system includes a guide assembly, a clamp assembly, a drive system and pilings and it expires October 22, 2022.

- U. S. Patent Number 6,514,012 B2 is for a System and Method for Raising and Supporting A Building and Connecting Elongated Piling Sections. This patent was issued February 4, 2003 and it expires December 19, 2020. This system also has a patent in Canada numbered CA 2365069.

- U. S. Patent Number 6,931,805B2 is for Post Construction Alignment and Anchoring System and Method for Buildings and was issued August 23, 2005 and it expires February 20, 2023. This is a method for moving a wall and anchoring the wall in a second position. This is done through the use of an elongated assembly, an auger and the application of torque. This system also has an application for registration pending in Canada under Patent Application CA 2458103.

- U.S. Patent Number 7,024,827 B2, issued April 11, 2006, and U. S. Patent Number 7073296 B2 issued July 11, 2006 are for Preconstruction Anchoring Systems and Methods for Buildings. They both expire February 20, 2023. With these methods a preconstruction support system is installed through the use of pilings which are driven into the ground.

Software:

Ram Jack Solutions software is designed to assist **Ram Jack Foundation Solutions** dealers in evaluating the installation needs of each job.

Confidential Information and Trade Secrets

We will also disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in the operation of the Dealership and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the techniques, processes, advertising, marketing, designs, plans or methods of operation of the Dealership or the franchise system, and any other information we designate as confidential. You may use our confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect.

You must agree that any data generated by the use of the franchise systems and in the operation of your franchised business, including customer lists and customer profiles is confidential and trade secret to us and our property. You must acknowledge and agree the Confidential Information is confidential to and a valuable asset of ours and our parent company, and any affiliates, and is proprietary, includes our trade secrets and is disclosed to you on the condition that you and any agents who have access to the Confidential Information agree that during and after the term of the applicable agreement you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information; (3) will not make unauthorized copies of any portion of the Confidential Information in written or other tangible form. If you form a Business Entity, then your owners (shareholders, members, or other equity holders) must sign the Restrictive Covenant Agreement to recognize our proprietary rights and agree to a limited non-competition restriction in the form attached to the Franchise Agreement as Exhibit E.

You must also agree not to contest our interest in these or our 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.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must directly supervise the operation of your Ram Jack Dealership but may designate a manager to oversee daily operations. If you are or if you form a Business Entity (corporation, partnership or other legal entity) and not an individual, then your principals or security or equity interest holders must sign a guaranty agreement (Guaranty of Franchisee attached as Exhibit F to the Franchise Agreement) guaranteeing the payment and performance of all obligations of the "Franchisee" under the Franchise Agreement and remaining bound to certain warranties and covenants after termination, specifically including the confidentiality, non-competition and non-disclosure provisions. Your owners, employees, officers, partners, directors, members, executives and shareholders may be required to sign a Restrictive Covenant Agreement in the form attached to the Franchise Agreement as Exhibit E. If you form a Business Entity, you as an individual and others who are "controlling persons" under the Franchise Agreement must own at least 51% of the stock, member interests or other ownership interest in the franchise entity.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell and may only sell the foundation repair, support and piering services and products we have approved for your Dealership. This means your **Ram Jack Foundation Solutions** Dealership is limited to approved foundation repair, support and piering services and products.

Promotional and marketing materials and any signage on your vehicle must all be as specified or approved by us. (See Items 8 and 9). We do not limit the customers to whom you may sell Ram Jack services and products, but you may not provide services or products outside of your Territory without our approval and the consent of any dealer who has territorial rights there. We have the right to change the types of authorized services and products and methods of production, and there are no limits on our right to do so.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Ram Jack Foundation Solutions

Provision	Section/Paragraph in Franchise Agreement	Summary
a. Length of the franchise term	Paragraph 8.1	Five years
b. Renewal or extension of term	Paragraph 8.2	So long as you are in good standing, you can renew for consecutive, additional five year terms.
c. Requirements for you to renew or extend	Paragraph 8.2.1-3	Notify us in writing, sign new agreement, pay renewal fee, have fully performed during previous term, satisfied any equipment upgrading and other changes we may require, sign a general release and not be in default with us. This means you may be asked to sign an agreement with terms and conditions that are materially different from those in your original agreement.
d. Termination by you	Section 11	NONE

Provision	Section/Paragraph in Franchise Agreement	Summary
e. Termination by franchisor without cause	None	N/A
f. Termination by franchisor with cause	Section 10	We can terminate only if you default or commit any one of several listed violations
g. "Cause" defined –curable defaults	Paragraphs 10.1.2 & 10.1.3; Addendum to FA re: Minimum Purchase & Advertising Requirements	For failure to abide by our standards and procedures, failure to satisfy our minimum purchase and advertising requirements, or any contract term not covered in 'h' below
h. Cause defined -- incurable defaults	Paragraphs 2.3 and 10.1.1	Failure to satisfactorily complete any required training, failure to reach a mutually agreeable business plan and operating budget, abandonment, failure to meet minimum purchase requirements two consecutive years, unapproved transfer, false statements or reports, fraud, breach of confidentiality, felony conviction, criminal misconduct, assignment for benefit of creditors, insolvency, bankruptcy, repeated violations, judgments or liens against you, lapsed insurance .
I. Franchisee's obligations on termination/ non-renewal	Section 11	Pay outstanding amounts, return confidential information, de-identify your Dealership, terminate or transfer phone listings, stop using our Marks, stop operating a similar business (also see "r" below), compensate us for lost profits if you purchase from an unapproved vendor.
j. Assignment of contract by franchisor	Paragraph 9.2	We may freely assign the Franchise Agreement in our absolute discretion

Provision		Section/Paragraph in Franchise Agreement	Summary
k.	"Transfer by franchisee -- defined	Paragraph 9.1	Includes transfer of contract, assets, stock or other ownership change
l.	Franchisor approval of transfer by franchisee	Paragraph 9.1	We have the right to approve all transfers, but our consent will not be unreasonably withheld
m.	Conditions for franchisor approval of transfer	Paragraph 9.1.3	We have the right to require financial, credit and other information about the transferee. You must be in substantial compliance with FA, all payments current, sign a general release, pay us a training fee and assume all outstanding obligations of your franchise
n.	Franchisor's right of first refusal to acquire your business	Paragraph 9.1.2; Addendum re: Minimum Purchase and Minimum Advertising Requirements	We match any bona fide offer. If you are terminated for not meeting minimum purchase or minimum advertising requirements, then you will have 30 days in which to present us with a bona fide offer from a qualified buyer. We then may exercise a right of first refusal within 15 days of notice.
o.	Franchisor's option to purchase franchisee's business	None	N/A
p.	Death or disability of franchisee	Paragraph 9.3	Your heirs may assign your interest only with our approval, which we will not unreasonably withhold, if the general conditions for transfer are met by the heirs.
q.	Non-competition covenants during the term of the franchise	Paragraph 7.8 & Exhibit E	Owners and/or signers of the Franchise Agreement may not be involved in competing business anywhere

Provision		Section/Paragraph in Franchise Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	None	N/A
s.	Modification of the agreement	Paragraphs 5.3.1 & 13.6	No modifications without all parties' agreement, except we may unilaterally change the Operating and other Manual(s) or reduce your obligations under the Franchise Agreement
t.	Integration merger clause	Paragraph 13.1	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.
u.	Dispute resolution by mediation or litigation	Paragraph 14.2.2	Except for certain claims, either party may require all disputes first be mediated in Pontotoc County, Oklahoma by a mutually agreed mediator.
v.	Choice of forum	Paragraph 14.2	Litigation in Oklahoma (subject to state law)
w.	Choice of law	Paragraph 14.2	Oklahoma law applies (subject to state law)

Item 18

PUBLIC FIGURES

We do not use any public figures to promote either of our franchises.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide 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 if 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 possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee'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 Kathy Edwards at 13655 CR 1570, Ada, Oklahoma 74820,1-888-332-9909, the Federal Trade Commission and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION
LIST OF RAM JACK BUSINESSES

Systemwide Outlet Summary - Table 1
For Years 2014 to 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	27	30	+3
	2015	30	31	+1
	2016	31	36	+5
Company-Owned/Affiliate Owned	2014	4	4	0
	2015	4	1	-3*
	2016	1	1	0
Total Outlets	2014	31	34	+3
	2015	34	32	-2*
	2016	32	37	+5

*All company owned outlets consolidated into one operation in 2015

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Calendar Years 2014 to 2016 - Table 2

State	Year	Number of Transfers
All States	2014	2
	2015	0
	2016	0

Status of Franchised Outlets

For Calendar Years 2014 to 2016 - Table 3

State	Year	Outlets at Start of Year	Outlets Opened	Termin a-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of the Year
Alabama	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Arizona	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Arkansas	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
California	2014	2	1	0	0	0	0	3
	2015	3	1	0	0	0	0	4
	2016	4	1	0	0	0	0	5
Colorado	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termin a-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of the Year
Connecticut	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Delaware	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Florida	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
Georgia	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Idaho	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Illinois	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Indiana	2014	2	0	0	0	0	1	1
	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Iowa	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Kansas	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termin a-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of the Year
Kentucky	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Louisiana	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Maine	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Maryland	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Massachusetts	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	1	1	0	0	0	1
Michigan	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Minnesota	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	1	0
	2016	0	0	0	0	0	0	0
Mississippi	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Missouri	2014	2	1	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
Montana	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termin a-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of the Year
	2016	0	0	0	0	0	0	0
Nebraska	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Nevada	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
New Hampshire	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
New Jersey	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
New Mexico	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
New York	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
North Carolina	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	1	0	0	0	0	3
North Dakota	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termin a-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of the Year
Ohio	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Oklahoma	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Oregon	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Pennsylvania	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Rhode Island	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
South Carolina	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
South Dakota	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Tennessee	2014	1	1	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Texas	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termin a-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of the Year
Utah	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Vermont	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Virginia	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Washington	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	1	1	0	0	0	1
West Virginia	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Wisconsin	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Wyoming	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Totals	2014	27	4	0	0	0	1	30
	2015	30	2	0	0	0	1	31
	2016	31	7	2	0	0	0	36

Status of Company and Affiliate Owned Outlets*
For Calendar Years 2014 to 2016 - Table 4

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
Texas	2014	4	0	0	0	0	4
	2015	4	0	0	0	0	1**
	2016	1	0	0	0	0	1
All States	2014	4	0	0	0	0	4
	2015	4	0	0	0	0	1**
	2016	1	0	0	0	0	1

**There are no company owned dealerships.* ***Acquired from non-franchise dealer.*

**No company owned outlets closed in 2015. All 4 company owned outlets consolidated into one operation.

Projected Openings As of January 1, 2017 - Table 5

Ram Jack Foundation Solutions

State	Franchise Agreements Signed but Outlet not Opened	Projected Franchised New Outlets In the Fiscal Year	Projected New Company -Owned Outlets in the Next Fiscal Year
California	0	1	0
Indiana	0	1	0
North Dakota	0	1	0
Washington	0	1	0
Wyoming	0	1	0
Totals	0	5	0

Our affiliates operate 3 substantially similar Ram Jack dealership areas of Texas and Oklahoma. As of the issuance date of this Disclosure Document, we also have a network of 35 authorized dealers (including 4 affiliates) operating under short term license agreements. A list of these current dealers is included with our franchisees and is attached to this Disclosure Document as Exhibit G-2. During the last fiscal year no dealers ceased operations.

A list of our current franchisees is included as Exhibit G-1. We have two franchisees who have had their franchise terminated, otherwise canceled, not renewed, or involuntarily ceased to do business in the last fiscal year. Their contact information is below:

Steve Andras
31 Sanford Road
Westport, MA 02790

William Thompson
19250 39th Ave. S
Seattle, WA 98188
(206) 242-5225

No other franchisees have otherwise voluntarily ceased to do business under the franchise agreement in the last fiscal year or have not communicated with us within 10 weeks of the effective date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. No franchisees or dealers have been required to sign confidentiality clauses during the last three years.

The Ram Jack Dealers Association, LLC is an independently organized trademark specific dealer association, which We endorse. Its contact information is: Randy Gibbs, President, P. O. Box 1324, Ada, Oklahoma, 74820 (888) 332-9909, was organized as a limited liability company in Oklahoma. The web site is: www.ramjackdealersassoc.com.

Item 21

FINANCIAL STATEMENTS

The financial statements of Ram Jack Systems Distribution, LLC are included as Exhibit B of this Franchise Disclosure Document. These include the audited statements for our fiscal years ending December 31, 2016, December 31, 2015 and December 31, 2014. For all years, the audited statements consist of a balance sheet, statements of operations, and changes in members' deficit and cash flow.

Item 22

CONTRACTS

All current forms of proposed agreements are attached as follows:

Exhibit C	Ram Jack Foundation Solutions Franchise Agreement with its Exhibits
Exhibit F	General Release

Item 23

RECEIPTS

The last two pages of this Franchise Disclosure Document are detachable documents acknowledging your receipt of this Franchise Disclosure Document ("FDD.") You must sign and date each Receipt and return one to us immediately. If you have received this FDD electronically, please print out the last page which is our copy of the Receipt and mail to us immediately.

If you are missing these Receipts, please contact us at this address or telephone number.

Ram Jack Distributions Systems, LLC
3655 CR 1570
Ada, Oklahoma 74820
1-888-332-9909

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT
and Franchise Agreement

STATE REGULATIONS AND REQUIREMENTS

FOR RESIDENTS OF THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

Neither us nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

Item 6 is amended to add the following fees and additional notes:

Late Fees(3) and Interest	$50 per late invoice.	For any fees or payments due us or our affiliate that are not paid on time.	We may charge a late fee for each payment you owe us that we do not receive by the due date, whether or not we send a Late Notice.
Supplier and product approval fees	Currently none.	At time of evaluating supplier or product for approval.	Amount would be determined based on nature and complexity of supplier or product approval requested.
Audit Costs(5)	In addition to understated amounts, if understatement found, you pay reasonable cost of audit.	Upon receipt of invoice.	Includes all costs incurred because of the inspection and audit, such as reasonable accounting and attorney fees.

Note 5 - We are not able to estimate the costs of such an audit because we have never conducted one. Variables that may affect costs include location of franchisee, location and availability of an appropriately experienced auditor, any travel and related expenses, complexity of the recordkeeping to be audited. For the audit, we do not intend to charge more than the actual costs plus a reasonable charge for our employees' time.

Item 11, Training, is amended to add the following:

"Refresher training is conducted at Ram Jack University. We offer it twice a year usually for three days at our corporate office in Ada, Oklahoma. We do not charge for refresher training. The curriculum includes: content production, job documentation, elevation installations, product application, sales, office management, financial marketing."

Item 12, Territory, is amended to add the following:

"We have no minimum geographical boundaries for your territory. You will have a minimum number of target households in your territory depending upon the initial franchise fee you pay. An initial fee of $25,000 will include between 150,000 to 750,000 target households that meet our then current demographic criteria for households within the geographic limits."

The California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control. No Franchise may be terminated except for good cause, and you must be given a notice of default and a reasonable opportunity to cure the defects (except that for certain defects as specified in the statute, no opportunity to cure is required by law). The statute also requires that notice of any intention by us not to renew your Franchise Agreement be given at least 180 days prior to expiration of the Franchise Agreement. In the event that any of the provisions of the Franchise Agreement conflict with the Act, the offending provisions will be considered invalid.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

California law requires that you obtain a Contractor's license from the California Contractors State License Board (CSLB) if the total cost (labor and materials) of one or more contracts on the project is $500 or more. Licenses may be issued to individuals, partnerships, corporations, or joint ventures. The CSLB does not issue licenses to Limited Liability Companies (LLCs).

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the law of the State of Oklahoma. This provision may not be enforceable under California law.

The Franchise Agreement requires mediation. The mediation will occur at Pontotoc County, Oklahoma with cost being borne equally by the parties.

The Franchise Agreement requires litigation to occur in Pontotoc County, Oklahoma with the prevailing party's costs and expenses to be borne by the other party. This provision may not be enforceable under California law.

Our website has not been reviewed or approved by the California Department of Business Oversight, any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

California Corporations Code § 31125 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of the Department of Business Oversight before we ask you to consider a material modification of your franchise agreement.

FOR RESIDENTS OF THE STATE OF ILLINOIS

The Franchise Agreement to which this Addendum is attached shall be amended as hereafter set forth to comply with the Illinois Franchise Disclosure Act, as amended, and the Illinois Disclosure Rules and Regulations:

Section 3 of the Franchise Agreement and Item 5 of the Franchise Disclosure Document are amended to defer the payment of fees. Based on the franchisor's financial condition, the Illinois Attorney General's Office requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement, and you begin operating your dealership. The deferral of fees is pursuant to Section 15 of the Illinois Franchise Disclosure Act (Act) and Section 200.508 of the Rules and Regulations (Rules) promulgated thereunder

Section 10 is amended to add: "Termination or non-renewal of this Agreement must comply with 815 ILCS 705/19 and 815 ILCS 705/20 respectively."

Para. 13.2 is amended to delete the first sentence and substitute in its place: "This Agreement will be construed under the laws of the state of Illinois and any legal action concerning this Agreement will be brought in a court of competent jurisdiction in the State of Illinois."

On the Cover Page of the Franchise Disclosure Document, the Risk Factors are amended to add:

> THE FRANCHISE AGREEMENT STATES THAT OKLAHOMA 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.

Section 14.5 of the Franchise Agreements are amended to include the following statement:

> Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

In Item 17 of the Franchise Disclosure Document, the sub-sections (v) and (w) are amended to read:

(v) "Choice of forum shall be Illinois"
(w) Choice of law for litigation and arbitration shall be Illinois law

FOR RESIDENTS OF THE STATE OF INDIANA

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under Indiana law.

Indiana law makes unilateral termination of a franchise unlawful unless there is a material violation of the Franchise Agreement and the termination is not done in bad faith.

Indiana law prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

If any of the provisions of the Franchise Agreement conflict with Indiana law, then the offending provisions will be considered invalid.

FOR RESIDENTS OF THE STATE OF MARYLAND

The Franchise Disclosure Document and the Franchise Agreements are amended to reflect the following requirements of Maryland law:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

Under certain circumstances, Paragraph 13.2 of the Franchise Agreement requires you to submit to a court proceeding in the State of Oklahoma. These provisions may run contrary to the Maryland Franchise Registration and Disclosure Law. Therefore, nothing will preclude you from being able to enter into litigation with us in Maryland, as long as the nature of the litigation is not the type of dispute, controversy, claim, action, or proceeding which would be subject to arbitration under the Franchise Agreement.

The representations made in Sections 16 and 17 of the Franchise Agreement are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

Item 17 of the Franchise Disclosure Document, Paragraphs 8.2 and 9.1.3(c) of the Franchise Agreement are supplemented as follows: "Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Item 17 of the Franchise Disclosure Document is supplemented as follows: "Termination of the Franchise Agreement upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)

In Exhibit E to the Franchise Agreement, Restrictive Covenant Agreement, Paragraph 9 is amended to add the following: "Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

FOR RESIDENTS OF THE STATE OF MINNESOTA

Minnesota Statutes, Section 80C.21 and Minnesota Rule 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 any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or 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, Subds. 3,4, and 5, which require (except in certain specified cases) 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 that consent to the transfer of the franchise will not be unreasonably withheld.

Pursuant to Minnesota Statutes, Section 80C.12, Subd. 1 (g), Item 13 of the Franchise Disclosure Document and the applicable sections of the franchise agreement are supplemented a follows: "The franchisor will protect the franchisee's right 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. "

FOR RESIDENTS OF THE STATE OF NEW YORK

All references to "Franchise Disclosure Document" shall be deemed to include the term "Offering Prospectus" as used under New York law.

Item 3 of this Offering Prospectus is supplemented with the following: "Neither we nor any person identified in Item 2 of this Franchise Disclosure Document has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of a misdemeanor charge or pleaded guilty or *nolo contendere* to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, material complaint or other legal proceeding involved violation of a franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations."

Item 4 of this Offering Prospectus is supplemented with the following: "During the fifteen (15) year period immediately preceding the date of this Offering Prospectus, neither we nor any predecessor, officer or general partner of Ram Jack Distributions, LLC has been adjudged bankrupt or reorganized due to insolvency or been a principal officer of any company or general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency during or within one year after the period that such officer or general partner of Ram Jack Distributions, LLC held such position in such company or partnership, or is subject to any pending bankruptcy or reorganization proceeding."

Item 5 of this Offering Prospectus is supplemented with the following: "The Initial Franchise Fee is added to general operating revenues which include income from royalties, franchise fees and the sale of miscellaneous items. General administrative and operating expenses incurred in the ordinary course of business are paid out of general operating revenues, including the expenses incurred in providing training, if applicable, the cost of printing the operating manual and other actual expenses incurred in procuring, assisting and establishing each franchised Dealership."

Modifications that we make to our Manual as permitted by the Franchise Agreement will not impose an unreasonable economic burden on you.

Provisions of general releases are mentioned in the Offering Prospectus and specified in the Franchise Agreement. These releases are limited by the following: all rights enjoyed by you 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, it being the intent that the non-waiver provisions of the General Business Law of the State of New York Sections 687.4 and 687.5 be satisfied.

No assignment of the Franchise Agreement by us will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

The choice of law of the Franchise Agreement should not be considered a waiver of any right conferred upon either you or us by the General Business Law of the State of New York, Article 33."

FOR RESIDENTS OF THE STATE OF NORTH DAKOTA

The following additional disclosures are required by the North Dakota Franchise Investment Law:

ITEM 6 Other FEES

North Dakota law prohibits us from requiring you to consent to pay liquidated damages

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Non-competition covenants are generally considered unenforceable in the State of North Dakota.

The release required as a condition of renewal and/or assignment/transfer will not apply to any liability arising under the North Dakota Franchise Investment Law.

Any provision of the franchise agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.

Any provision of the franchise agreement requiring you to waive the right to a trial by jury is void.

Any provision of the franchise agreement requiring you to waive exemplary or punitive damages is void.

Any provision of the franchise agreement requiring you to consent to a statute of limitations that is shorter than the applicable North Dakota statute of limitations is void.

North Dakota law prohibits us from requiring you to pay liquidated damages.

Notwithstanding any provision of the franchise agreement, the payment of the initial

franchise fee owed to Franchisor is deferred until such time as all initial obligations owed to the Franchisee under the Franchise Agreement or other agreements have been fulfilled by the Franchisor and Franchisee has commenced doing business pursuant to the Franchise Agreement.

FOR THE COMMONWEALTH OF VIRGINIA

Item 5 and paragraph 3.1.1 of the **Ram Jack Foundation Solutions** Franchise Agreement is amended to add the following:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

If we terminate the franchise agreement within the first 18 months after the effective date of the agreement for failure to meet your minimum purchase requirement, and if you sign a termination and general release, we will return 60% of your initial franchise fee and installation equipment and product purchases from us. If we terminate the franchise agreement later than 18 months after the effective date, for failure to meet your minimum purchase requirement or your minimum advertising requirement, and you sign a termination and general release, we will return 60% of your initial installation equipment and product purchases from us only.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Ram Jack Systems Distribution, LLC. For use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h:

By statue, under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

FOR RESIDENTS OF THE STATE OF WASHINGTON

Upon expiration of the term, if you desire to renew the Franchise Agreement and we refuse to do so, we will compensate you for the fair market value, at the time of such nonrenewal, of your inventory, supplies, equipment and furnishings that you purchased from us and goodwill of any Dealership that has been continuously operated by you, excluding all personalized materials which would have no value to us and any inventory, supplies and equipment not reasonably required in the business activities of the Dealership. The compensation required to be paid for goodwill need not be paid if (I) we provided you with at least one year's notice of non-renewal, and we agree in writing not to enforce any covenant in the Franchise Agreement which restrains you from competing with us. We may offset any monies owed to you against any amounts owed by you to us.

An Addendum to the Franchise Agreement provides that we shall not terminate the Franchise Agreement prior to expiration of its initial terms or any renewal terms except for good cause. Good cause shall include, without limitation, your failure to comply with lawful material provisions of the Franchise Agreement or any other agreement between us, and to cure such default after being given written notice and a reasonable opportunity, which in no event need be more than thirty days, to cure such default, or if such default cannot reasonably be cured within thirty days, your failure to initiate within thirty days substantial and continuing action to cure such default. After three (3) willful and material breaches of the same term of the Franchise Agreement occurring within a twelve (12) month period, for which you have been given notice and an opportunity to cure as provided in the Addendum, we may terminate the Franchise Agreement upon any subsequent willful and material breach of the same term within the twelve month period without providing notice or opportunity to cure. We may terminate the Franchise Agreement without giving prior notice or opportunity to cure if you (I) are adjudicated a bankrupt or insolvent; (ii) make an assignment for the benefit of creditors or similar disposition of the assets of the franchised business; (iii) voluntarily abandon the franchised business; or (iv) are convicted of or plead guilty or no contest to a charge of violating any law relating to the franchised business. Upon termination for good cause, the Addendum to the Franchise Agreement provides that we shall purchase from you at fair market value at the time of termination, your inventory and supplies, exclusive of (I) personalized materials which have no value to us; (ii) inventory and supplies not reasonably required in the conduct of the Franchised Business; and (iii) if you are to retain control of the premises of the Franchised Business, any inventory and supplies not purchased from us or upon our express requirement: Provided, that we may offset against amounts owed to you under this provision any amounts owed by to us.

If any of the provisions in the Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and franchise Agreement with regard to any Franchise sold in Washington.

Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

A release or waiver of rights executed by you will not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where you are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period of claims under the Act, or rights or remedies under the Act, such as a right to jury trial, may not be enforceable.

IN AGREEMENT WHEREOF, the parties have signed this Addendum to the FDD and to the Franchise Agreement dated: ____________________.

You:______________________________________

Dated: By: ______________________________________

Title: ______________________________________

Dated: By:______________________________________

Ram Jack Systems Distributions, LLC ("We")

Dated: By: ______________________________

Title: ______________________________

EXHIBIT A to FDD

State Administrators and Agents Authorized to Receive Service of Process

1. **<u>State Administrators:</u>**

CALIFORNIA

Commissioner
Department of Business Oversight
320 W. 4th St., Ste. 750
Los Angeles, California 90013-2344
1-866-275-2677

HAWAII

Securities Examiner
Department of Commerce
and Consumer Affairs
1010 Richards Street
Honolulu, Hawaii 96813
(808) 548-6521

ILLINOIS

Franchise Division
Office of Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Chief Deputy Commissioner
Franchise Section/Securities Division
Indiana Securities Division
Secretary of State
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6685

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Franchise Administrator
Consumer Protection Division
Michigan Department of Attorney General
670 Law Building
525 West Ottawa
Lansing, Michigan 48913
(517) 373-7117

MINNESOTA

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-3165
(612) 296-6325

NEW YORK

Special Deputy Attorney General
New York State Department of Law
Bureau of Investor Protection and Securities
120 Broadway, Room 23-122
New York, New York 10271
(212) 416-8211

NORTH DAKOTA

Franchise Examiner
Office of the North Dakota
Securities Commissioner
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505
(701) 224-4712

OREGON

Department of Consumer & Business Services
Division of Finance & Corporate Securities
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND

Department of Business Regulation
Securities Division
John O. Pastore Complexion of Securities
1511 Pontiac Avenue, Building 69-1
Cranston, Rhode Island 02910
(401) 462-02910

SOUTH DAKOTA

Franchise Administrator
Division of Securities
118 West Capitol Avenue
Pierre, South Dakota 57501
(605) 773-4823

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

Administrator
Securities Division
Department of Financial Institutions
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Commissioner of Securities
Securities and Franchise Registration
Department of Financial Institutions
Division of Securities
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53701
(608) 266-8559

I. Agents for Service of Process:

CALIFORNIA

Commissioner
California Department of Business Oversight
320 W. 4th St., Ste. 750
Los Angeles, California 90010

HAWAII

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

ILLINOIS

Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 20201-2020

MICHIGAN

Consumer Protection Division
Michigan Department of Attorney General
670 Law Building
525 West Ottawa
Lansing, Michigan 48913

MINNESOTA

Commissioner of Commerce
Department of Commerce
State of Minnesota
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-3165

NEW YORK

Secretary of State of New York
162 Washington Avenue
Albany, New York 12231

NORTH DAKOTA

Commissioner of Securities
State of North Dakota
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505

OKLAHOMA

LeaAnn Pharr
Ram Jack Distributions Systems, LLC
3655 CR 1570
Ada, Oklahoma 74820

RHODE ISLAND
Director of Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, Rhode Island 029034232

SOUTH DAKOTA

Director, Division of Securities
Department of Commerce and Regulation
State of South Dakota
118 West Capital Avenue
Pierre, South Dakota 57501

TEXAS

Steven Gregory,
3065 Forest Lane
Garland, TX 75042

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street
1st Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

Administrator

Securities Division
Department of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater Washington 98501

WISCONSIN

Commissioner of Securities
Department of Financial Institutions
Division of Securities
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703

Exhibit A to FDD

EXHIBIT B to FDD

Financial Statements

Financial Statements
December 31, 2015 and 2014

Ram Jack Systems Distribution, LLC

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

The Members and Managers
Ram Jack Systems Distribution, LLC
Ada, Oklahoma

Report on the Financial Statements

We have audited the accompanying financial statements of Ram Jack Systems Distribution, LLC (the Company) which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of operations, members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ram Jack Systems Distribution, LLC as of December 31, 2015 and 2014, 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.

Eide Bailly LLP

Oklahoma City, Oklahoma
March 15, 2016

	2015	2014
Assets		
Current Assets		
Cash	$ 461,261	$ 485,014
Receivables		
Trade, net of allowance for doubtful accounts of $35,731 and $71,135 in 2015 and 2014, respectively	2,224,659	2,358,574
Notes receivable - related party, net of allowance for doubtful accounts of $97,392 and $59,607, in 2015 and 2014, respectively	62,500	20,000
Notes receivable, net allowance for doubtful accounts of $174,113 in 2015 and 2014	243,739	-
Inventory	27,121	239,502
Deferred tax asset	118,252	84,291
Total current assets	3,137,532	3,187,381
Other Assets		
Property and equipment, net of accumulated depreciation	125,726	140,852
Total other assets	125,726	140,852
	$ 3,263,258	$ 3,328,233
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 1,739,403	$ 2,153,308
Accrued expenses	10,358	26,200
Lines of credit	435,028	499,523
Current portion of notes payable	-	17,196
Income tax liability	174,996	86,660
Total current liabilities	2,359,785	2,782,887
Long-term liabilities		
Notes payable, net of current portion	6,070	5,005
Members' Equity	897,403	540,341
	$ 3,263,258	$ 3,328,233

	2015	2014
Operations		
Sales	$ 16,772,139	$ 16,137,474
Cost of Sales	11,493,917	11,180,810
Gross Profit	5,278,222	4,956,664
Selling, General and Administrative Expenses	4,860,582	4,665,165
Income from Operations	417,640	291,499
Other Income (Expense)		
Other income	155,339	39,931
Other expense	-	(98,826)
Interest expense	(24,882)	(24,090)
Total other income (expense)	130,457	(82,985)
Income Before Provision for Income Taxes	548,097	208,514
Provision for (Benefit from) Income Taxes		
Current	224,996	109,704
Deferred	(33,961)	(23,670)
Total provision for income taxes	191,035	86,034
Net Income	$ 357,062	$ 122,480
Members' Equity		
Balance, Beginning of Year	$ 540,341	$ 417,861
Net Income	357,062	122,480
Balance, End of Year	$ 897,403	$ 540,341

See Notes to Financial Statements

Ram Jack Systems Distribution, LLC
Statements of Cash Flows
Years Ended December 31, 2015 and 2014

	2015	2014
Operating Activities		
Net income	$ 357,062	$ 122,480
Charges and credits to net income not affecting cash		
Depreciation	15,126	14,593
Realized loss on disposed property	-	1,250
Deferred income taxes	(33,961)	(23,670)
Provision for bad debt	2,381	80,984
Changes in assets and liabilities		
Trade receivables	169,319	(765,498)
Related party notes receivable	(80,285)	26,255
Notes receivable	(243,739)	-
Advances to officers and employees	-	188
Income taxes payable/receivable	88,336	61,407
Inventory	212,381	(11,388)
Accounts payable	(413,905)	750,622
Accrued expenses	(15,842)	(2,135)
Net Cash from Operating Activities	56,873	255,088
Investing Activities		
Purchase of property and equipment	-	(33,000)
Net Cash used for Investing Activities	-	(33,000)
Financing Activities		
Advance on notes payable	-	33,000
Principal payments on notes payable	(16,131)	(10,799)
Net change in lines of credit	(64,495)	154,566
Net Cash used for Financing Activities	(80,626)	176,767
Net Change in Cash	(23,753)	398,855
Cash, Beginning of Year	485,014	86,159
Cash, End of Year	$ 461,261	$ 485,014
Supplemental Disclosures of Cash Flow Information		
Interest paid	$ 24,882	$ 24,090
Income taxes paid	$ 50,000	$ 51,740

Note 1 - Nature of Business

The Ram Jack concept for piling solutions was developed by founder Steven Gregory and Gregory Enterprises, Inc. (GEI). GEI is the owner of the Ram Jack® system, patents (licensed products) and trademarks.

Ram Jack Systems Distribution, LLC (the Company or RJSD), a Texas Limited Liability Company was registered on June 4, 1999 and is located in Ada, Oklahoma. RJSD delivers Ram Jack® products and services to the general public in order to provide foundation repair. RJSD is licensed by GEI to sell the product to the various network dealers. In addition, RJSD provides support and services to the dealer network.

Note 2 - Summary of Significant Accounting Policies

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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.

Concentrations of Credit Risk

The Company maintains its cash accounts in various deposit accounts, the balances of which are periodically in excess of federally insured limits.

Receivables and Credit Policy

The Company grants credit, generally without collateral, to its customers. Trade accounts receivable represent customer obligations for product purchased and are due under normal trade terms requiring payment within 40 days from the invoice date. Payments of trade receivables are allocated to the specific invoices identified on the customer's remittance advice or, if unspecified, are applied to the earliest unpaid invoice.

Trade accounts receivable are recorded net of an allowance for expected losses. Bad debts, promotional discounts, and returns and allowances are estimated and accounted for in the allowance for doubtful accounts. Management considers the following factors when determining the collectability of customer accounts: credit-worthiness, historical performance and projection of trends. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Management continually monitors and periodically adjusts the allowances associated with these receivables based upon its loss history and aging analysis. Balances that remain outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Company typically does not assess late payment charges; however, it reserves the right to suspend additional shipments until payment is received.

The Company has one unsecured note receivable from an unrelated third party totaling $174,113 as of December 31, 2015 and 2014. This note bears interest at 7.5% per annum and requires monthly principal payments of $10,000. As the note payments have not been appropriately received, the note is classified as delinquent and, as such, has been fully reserved as of December 31, 2015 and 2014.

The Company also has another unsecured note receivable from an unrelated third party totaling $243,739 and $0 as of December 31, 2015 and 2014, respectively. This note bears interest at 7% per annum and requires monthly principal payments of $7,719. The Company believes this note will be fully collectible.

The Company also has one unsecured note receivable from a related party totaling $97,392 and $0 as of December 31, 2015 and 2014, respectively. This note bears interest at 8.0% per annum and requires monthly principal payments of $3,141 with a two year term. As the note payments have not been appropriately received, the note will be classified into an allowance as of December 31, 2015.

Furthermore, as of December 31, 2015, the Company has two unsecured notes receivable from related parties totaling $62,500. The Company believes these notes receivables will be fully collectible. As of December 31, 2014, the Company had two unsecured notes receivable from related parties totaling $79,607 with a respective allowance of $59,607. The notes bear 6% interest per annum.

Interest income from notes receivable is recognized when earned. During the year ended December 31, 2015 and 2014, interest income totaled approximately $4,100 and $0, respectively.

Inventory

Inventory is stated at the lower of cost or market with cost being determined using the average cost method on each item.

Property and Equipment

Property and equipment is recorded at cost, less accumulated depreciation. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income. The estimated useful lives for property and equipment are as follows:

	Depreciable Life
Leasehold Improvements	20 years
Automobiles	5 years
Furniture, fixtures, and office equipment	3 - 5 years
Machinery and warehouse equipment	7 years
Transportation equipment	5 years

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. There was no impairment recorded in 2015 or 2014. Depreciation expense for the years ended December 31, 2015 and 2014 was approximately $15,000 and $14,600, respectively.

Revenue Recognition

The Company recognizes revenue from sales at the time product is shipped. Provisions for promotional discounts, rebates, and returns are provided in the same period that the related sale is recorded. Customers typically receive products within a few days of being shipped. The Company allows for returns of defective products and records an estimate of these returns based on historical operations and experience. Occasionally the Company receives deposits in advance of delivering the product. Deposits are recorded as deferred revenue until the product is shipped and title has passed to the customer.

Shipping and Handling

The Company recognizes as revenue amounts billed to its customers for shipping and handling and includes in its cost of goods sold the cost of such shipping and handling. The Company included approximately $638,000 and $371,000 of shipping and handling in its revenue for the years ended December 31, 2015 and 2014, respectively.

Advertising

The Company expenses the costs of advertising as incurred. Advertising expenses for the years ended December 31, 2015 and 2014 were approximately $696,000 and $612,000, respectively.

Income Taxes

The Company is a limited liability company which has elected to be taxed as a corporation under the provisions of the Internal Revenue Code. The Company accounts for income taxes in accordance with FASB Accounting Standards Codification Topic 740 "Income Taxes." Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The deferred taxes represent the future tax return consequences of those differences, which will be taxable when either the assets are recovered or the liabilities are settled.

The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Management has evaluations such matters and determined that a valuation allowance is not considered necessary as of December 31, 2015 and 2014.

Accounting principles generally accepted in the United States of America require the Company to evaluate tax positions taken by the Company and recognize a tax liability (or asset) if the Company has taken an uncertain tax position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Company has analyzed the tax positions taken, and has concluded that as of December 31, 2015 and 2014, there were no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements.

The Company's tax returns are subject to examination by federal and state taxing authorities. In the event of an examination of such tax returns, the liability of the Company could be changed if adjustments to the tax return were ultimately sustained by the taxing authorities.

The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense if incurred. The Company is no longer subject to federal and state tax examinations by tax authorities for years before 2012.

Sales and Use Taxes

The Company has customers in states and municipalities in which those governmental units impose sales or use tax on certain sales. The Company only collects sales taxes from its customers within the state of Oklahoma and remits the entire amount to the state of Oklahoma. The Company's accounting policy is to exclude the tax collected and remitted from revenue and cost of revenue.

The Company advises its out-of-state customers that it may be subject to use taxes to various governmental units but the Company does not collect such taxes from its customers.

Subsequent Events

The Company has evaluated subsequent events through March 15, 2016, the date which financial statements were available to be issued.

Note 3 - Inventory

As of December 31, 2015 and 2014, the Company's inventory is comprised of:

	2015	2014
Systems and parts	$ 27,121	$ 74,074
Dealer materials	-	101,389
Other	-	64,039
Total inventory	$ 27,121	$ 239,502

Note 4 - Property and Equipment

A summary of property and equipment at December 31, 2015 and 2014 is as follows:

	2015	2014
Leasehold improvements	$ 121,267	$ 121,267
Automobiles	33,000	33,000
Furniture, fixtures, and office equipment	19,615	19,615
Machinery and warehouse equipment	52,475	52,475
Transportation equipment		
	226,357	226,357
Accumulated depreciation	(100,631)	(85,505)
Property and equipment, net	$ 125,726	$ 140,852

Note 5 - Income Taxes

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between the bases of certain assets and liabilities for tax reporting and financial reporting (accounting principles generally accepted in the United States of America or U.S. GAAP). The deferred taxes represent the future tax return consequences of those differences, which will either be taxable when the assets and liabilities are recovered or settled.

The net deferred income tax asset consists of the following deferred tax components as of December 31, 2015 and 2014:

	2015	2014
Deferred tax assets:		
Allowance for doubtful accounts	$ 118,287	$ 112,350
Deferred tax liability:		
Tax basis versus U.S. GAAP basis property and equipment	(35)	(28,059)
Net deferred tax asset	$ 118,252	$ 84,291

The income tax provision for the years ended December 31, 2015 and 2014 consists of the following:

		2015		2014
Federal income tax provision				
Computed expense	$	211,402	$	80,278
Permanent differences		9,652		7,332
Federal credits		(25,000)		-
Other temporary differences		28,942		22,094
	$	224,996	$	109,704

Income tax benefit differs from the amount of income tax determined by applying an income tax rate of 38.5% to pretax income for the years ended December 31, 2015 and 2014, due to timing differences related to equipment depreciation, federal credits, and other temporary differences.

Note 6 - Lines of Credit

The Company has a $300,000 line of credit with a bank which matures on May 3, 2016. Monthly payments of interest expense are required. The line of credit bears a fixed interest rate of 5.25% at December 31, 2015 and 2014. The line of credit is secured by accounts receivable, inventory, and equipment. The outstanding balance as of December 31, 2015 and 2014 was $285,000 and $300,000, respectively.

The Company also has a line of credit with a related party, SDG Properties, LP, for $452,000, with no defined maturity date. Payments of interest only are required monthly at a rate of 6% per annum. The outstanding balance at December 31, 2015 and 2014 was approximately $150,000 and $200,000, respectively. The line of credit is secured by accounts receivable, inventory, and notes receivable. The Company paid interest related to this debt approximately $9,000 and $10,000 for the year ending December 31, 2015 and 2014.

Note 7 - Commitments and Contingencies

The Company has a non-cancellable operating lease agreement for machinery and equipment which expires in April 2016. Rent expense recorded under this lease during the years ended December 31, 2015 and 2014 was approximately $1,200 and $4,700, respectively.

The following table summarizes minimum future lease obligations under this lease for the years noted:

Year Ending December 31,		
2016	$	1,176

Other leases are disclosed in more detail at Note 8 – Related Party Transactions.

The Company is involved in litigation in the normal course of business. The Company is vigorously defending its positions. In the opinion of management, any loses that may occur would not be material to the financial statements.

Note 8 - Related Party Transactions

Ram Jack Manufacturing, LLC (RJM), an affiliate of Ram Jack System Distribution, is an Oklahoma Limited Liability Company, registered January 31, 2001 and is located in Ada, Oklahoma. Ram Jack Manufacturing, LLC, manufactures the licensed products and part of the equipment used in the Ram Jack system.

Ram Jack Systems Distribution (RJSD) is related to RJT Commercial, Inc.; RJT Construction, LC; RJT Wichita; Ram Jack of Oklahoma, Inc.; RJ Team USA, LLC; Ram Jack Manufacturing, LLC (RJM); RJ New England; Gregory & Gregory Leasing (GGL); SDG Properties, LP (SDG); Owl Creek Leasing (OCL); Beaver Mountain Leasing, LLC (BML); Gregory Enterprise, Inc. (GEI); Latta Leasing, LP (LL); TRG Properties (TRG); RJ Utility Solutions, LLC; and Ram Jack Solar Solutions, LLC by virtue of common ownership.

Ram Jack Systems Distribution purchases licensed products and equipment from RJM. During 2015 and 2014, the Company paid RJM approximately $11.4 million and $10 million, respectively, for such purchases. As of December 31, 2015 and 2014, the Company owed RJM approximately $1.6 million and $2 million, respectively.

RJSD, RJM, OCL, GGL, BML and GEI share the same premises.

During 2015 and 2014, Ram Jack Systems Distribution had office lease agreements with the Company's affiliates, Gregory & Gregory Leasing (GGL), SDG Properties, LP (SDG), Beaver Mountain Leasing (BML) and Owl Creek Leasing (OCL). In January 2014, Ram Jack Systems Distribution extended these four related party office space leases for 11 years, expiring December 31, 2024. These leases result in future minimum rental payments of $192,000 per year from 2014 until 2024. The monthly and annual rent expense for these agreements for the years ended December 31, 2015 and 2014 are as follows:

	2015		2014	
	Per Month Lease	Annual Lease Total	Per Month Lease	Annual Lease Total
GGL	$ 5,000	$ 60,000	$ 5,000	$ 60,000
SDG	7,500	90,000	7,500	90,000
BML	2,000	24,000	2,000	24,000
OCL	1,500	18,000	1,500	18,000
		$ 192,000		$ 192,000

Additionally, Ram Jack Systems Distribution obtained a line of credit with SDG in 2009 which is fully discussed in Note 6.

Ram Jack Systems Distribution pays GEI for various services on a monthly basis. These services are primarily accounting and other administrative services. During 2015 and 2014, total expenses for these services were approximately $56,000 and $55,000 respectively.

The Company reimburses RJM for utility expenses on a monthly basis based on the percentage of square footage utilized by the Company. Total reimbursement for these utility expenses was approximately $13,000 and $14,000 in 2015 and 2014.

For the years ended December 31, 2015 and 2014, revenues included the following from related parties:

	2015	2014
RJT Commercial, Inc.	$ 41,800	$ 26,900
RJM	174,000	185,700
RJ of New England	91,000	92,300
RJT Wichita	13,400	-
TRG	15,400	4,500
LL	59,000	67,600
	$ 394,600	$ 377,000

For the years ended December 31, 2015 and 2014, trade receivables included the following from related parties:

	2015	2014
RJM	$ 27,000	$ 37,000
RJ of New England	28,700	37,200
RJT Wichita	13,400	-
	$ 69,100	$ 74,200

Ram Jack Systems Distribution has several related party notes receivable which are fully discussed in Note 2.

Note 9 - Significant Concentrations

The following table outlines customers having revenues in excess of 10% of the Company's total revenues for the years ended December 31, 2015 and 2014:

	2015	2014
RJ of SC, Inc.	19%	19%

The following table outlines customers having receivables in excess of 10% of the Company's total receivables for the years ended December 31, 2015 and 2014:

	2015	2014
RJ of SC, Inc.	19%	14%
Ram Jack Foundation Repair	12%	-
RJ of the Tri-States, Inc.	-	12%
RJ Solid Foundations	-	10%

Note 10 - Employee Benefit Plan

The Company participates in a simplified employee pension plan to which it contributes a percentage of gross wages for each full-time employee. In 2015 and 2014, this percentage was 3%. During 2015 and 2014, the Company contributed $54,000 and $38,000, respectively to this plan. Employees do not make contributions to this plan.

EXHIBIT C

Ram Jack Foundation Solutions Franchise Agreement

RAMJACK™

Ram Jack™

FRANCHISE AGREEMENT

2-2015

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Summary of Franchise Data

Franchisee Name: ______________________________

If business entity circle: Corporation, LLC, LP, Partnership

Controlling Person: ______________________________

Address for Notice: ______________________________

____

____

Home Address: ______________________________

(if different) ______________________________

____

General Description
of Territory: ______________________________

____

____

____

Effective Date of FA: ______________________________

Expiration Date: ______________________________

FDD Receipt Date: ______________________________

Final Agreements
Receipt Date: ______________________________

Ram Jack Foundation Solutions ™
FRANCHISE AGREEMENT

RECITALS:

A. We, Ram Jack Systems Distribution, L.L.C., a Texas limited liability company, or Gregory Enterprises, Inc. ("GEI"), an affiliate company which has licensed such to Us:

(1) have developed systems of operating a foundation repair and support business using patented hydraulically driven steel piering systems and other proprietary steel fabricated products including equipment/tools/products/apparatus and methods of foundation repair provided through a exclusive system of trained dealers (the "Foundation Solutions Business") of which the operations, proprietary know-how and Intellectual Property described in recitals A(3)(4)below and systems are the "System");

(2) have the exclusive rights to the System and the goodwill associated with the valuable trade name "Ram Jack" and "Ram Jack Foundation Solutions" (the "Trade Name");

(3) have obtained registration in the United States Patent and Trademark Office and/or other offices in the United States of the trademark and service mark "Ram Jack", "Ram Jack Foundation Solutions and Design" and "Ram Jack and Design" (the "Marks") and may apply for other trademarks we have or will develop;

(4) also own patented equipment and systems of foundation support and repair, including but not limited to U.S. Patents Number 4,878,781, No. 4,911,580, No. 5,722,798, No. 5,951,206" (all collectively called "Intellectual Property Rights" as defined in Paragraph 6.3 below);

(5) have used the Intellectual Property Rights in connection with the development of the System of the Ram Jack Foundation Solutions Business (the "Business")

B. We offer You, and You wish to acquire from Us, the benefits of an exclusive license to operate a Ram Jack Foundation Solutions Dealership using the Intellectual Property Rights and the System within the Territory (as defined in Paragraph 4.1).

C. You acknowledge the value of the System, the Ram Jack Foundation Solutions Dealership and the Intellectual Property Rights and agree that We have created, directly or by assignment of rights, substantial goodwill and know-how through the operation of the Dealership and that You have no rights to the Intellectual Property Rights except as contemplated and permitted pursuant to this Agreement.

D. We have both agreed, subject to the terms and conditions of this Agreement, that We shall grant to You a non-exclusive license to operate a Ram Jack Foundation Solutions Dealership in the Territory in accordance with the System using the Intellectual Property Rights.

1. PARTIES AND DEFINITIONS.

1.1 Parties: THIS AGREEMENT is entered into between Ram Jack Systems Distribution, LLC, a Texas limited liability company, referred to as "Franchisor", "We" or "Us" and______________________________, the applicant, referred to as "You", "Your", or "Franchisee."

1.2 Definitions:

"Confidential and Trade Secret Information" includes written and computer information relating to training, promotion and business operations provided by Us for Your Ram JACK® Dealership and is further defined in paragraph 6.3.

"Franchisee" is identified in Paragraph 1.1 of this Agreement and for some purposes as identified herein may include a group of related persons or businesses as defined in Section 15 of this Agreement and their heirs, successors and assigns.

"Franchise Dealership" or simply "**Dealership**" refers to the operation of a Ram Jack™ Foundation Solutions dealership that uses Our patented and proprietary products (see definition which follows), systems, tools and equipment, and trade secret information and know how for foundation repair and piering of new construction of residential and commercial foundations, as well as the offer and sale of all other services and related products now or in the future offered by Ram Jack™ franchisee dealers using the Franchise System defined in Paragraph 2.1.

"GEI" refers to Gregory Enterprises, Inc., an affiliate company owned by one of our founding principals, Steven D. DGregory, that holds and has licensed to Us certain patented products and processes that We in turn will license to You under this Agreement.

"Good Standing" means not currently subject to an uncured notice of default under this Agreement or any agreement with our affiliates.

"Gross Revenues" means any and all revenues from whatever source derived, directly or indirectly by You or by any Controlling Person from foundation repairs or piering of new construction or which otherwise originated directly or indirectly in, on, from or through the Franchise Dealership, whether the business is conducted through the or under or substantially associated with the Marks whether in compliance with or in violation of the terms of this Agreement, excluding necessary sales tax or other tax receipts (the collection of which is required by law).

"Operations Manual " or simply **"Manual"** means and collectively includes all manuals, policy statements, directives, bulletins and memoranda which contain prescribed or recommended specifications, standards, procedures, policies and advice relating to the operation and management of Ram Jack™ Foundation Solutions Dealership, the establishment of foundation support and repair systems, and marketing Ram Jack™ Foundation Solutions Dealership services or that otherwise contains confidential business information.

"Patented Products" means all products, methods, processes and systems for which We or GEI have obtained a patent directly or obtained a patent license, or have a patent or patent license pending, and use and as part of the Ram Jack System specifically including specially designed equipment, hydraulically advanced steel piering systems, which consists of patented processes (the "Process" or "Processes") and includes the systems and methods for: raising and supporting residential and commercial foundations, connecting elongated piling sections, preconstruction alignment and anchoring, and steel helical piering, manufactured or packaged in accordance with Ram Jack's specifications or that bear or have been labeled with any of the trademarks includes but is not limited to (i) the various foundation repair systems related to U. S. Patent Nos. 5,722,798; (ii) U.S. Patent Nos.; 5,951,206; 6,468,002; 6,514,012; 6,931,805; 7,024, 827; 7,023,206; (iii) U.S. Patent Application Serial No. 11/397,463; (iv) Canadian Patent Application Serial Nos. 2,458,103; 2,365,069; 2,457,001; (v) Costa Rican Patent Application Serial No. 6867; (vi) U.S. Trademark Registration No. 1,592,360; (vii) U.S. Trademark Application Serial Nos. 78/937,020; 78/937,021; 77/111,192; 77/087,616 ;

"Premises" means the physical location and business address of the Dealership that You have selected and We have approved pursuant to this Agreement.

"Proprietary Products" or **"Products"** includes our trademarked products, the Patented Products, and all related and manufactured proprietary items including without limitation, tension anchors, manufactured or packaged in accordance with Ram Jack's specifications or that bear or have been labeled with any of the Marks, or are otherwise specially obtained by Ram Jack, and includes but are not limited to the various foundation repair systems related to the patents and patents pending , and other proprietary technology, information, know how and other intellectual property owned by GEI and/or Ram Jack, that relates to foundation repair and support, structural repair services, and similar services.

"We" is identified in Paragraph 1.1 of this Agreement and includes Our heirs, successors and assigns.

Other terms are defined or expanded from time to time throughout the Agreement below.

2. GRANT OF FRANCHISE.

2.1 The Franchise System: We, and our founder and affiliate, have spent considerable money, time and effort to develop and continually improve an efficient and distinctive system of providing foundation repair and related foundation support services, using proprietary products and by means of our patented Ram Jack hydraulically driven steel foundation piering and repair system and other patented products and methods (the "Foundation Solutions System.") The Ram Jack™ system and related services are distinctive and of high quality performed in accordance with Our confidential specifications and methods by our franchisees, employees, and independent dealers. This is the basis of the Ram Jack Franchise System. We use the name and trademark Ram Jack™, Ram Jack and Design™ and other associated trademarks, service marks, designs and symbols some of which may be registered, or pending registration, on the principal register of the United States Patent and Trademark Office. "The Marks" or alternately "Proprietary Marks" are used on Our proprietary products and services and Our branded products, in promotional materials and on signs as a symbol and name. The Marks identify the goodwill that has been developed and that We continue to develop in connection with the operation of the Ram Jack™ Foundation Solutions dealerships by Us and Our franchisees. This constitutes the "Franchise System" or "System," with which You are familiar.

2.2 We Grant You A Franchise License: For paying the Initial Franchise Fee and agreeing to the terms of this Agreement, We grant to You and You accept a non-exclusive license to use the Proprietary Marks and the System. You will operate under the trade name "Ram Jack™ ---- [*Territorial Designation to be inserted before execution]* using the Proprietary Marks (described in Paragraph 6.3) and Proprietary Products, on the terms and conditions set out in this Agreement. You agree to begin operation of Your Ram Jack Foundation Solutions Dealership within 60 days of signing this Agreement or completing any applicable training whichever first occurs. Under specific limited circumstances, if You do not meet and maintain certain performance standards then We may terminate Your franchise license but will refund all or part of your initial fees to you. The performance requirements and conditions for refundability are set out in Paragraphs ______ and ____ below.

You will operate the Ram Jack Foundation Solutions Dealership as a foundation systems business solely within Your exclusive Territory. You also agree that this license relates only to the Territory and the Dealership located on the Premises, and gives You no rights to operate a Ram Jack Foundation Solutions Dealership except within the Territory as specifically granted.

2.3 Minimum Purchase Requirement as Condition of Franchise. We grant You a Ram Jack™ franchise on the condition that You work diligently and continuously to develop the market within Your Exclusive Territory. Our desire is to ensure that You take full advantage of the opportunities offered within Your Exclusive Territory and have determined that We will require Minimum Purchase

Requirements as a condition of granting this franchise.

2.3.1 How We Determine Your MPR. To retain your franchise rights, You must meet the Minimum Purchase Requirements (MPR) we designate. We will determine Your annual MPR by calculating an annually increasing amount multiplied by the number of house units contained within the boundaries of Your Exclusive Territory as of the Effective Date of this Agreement. The MPR will be described as an annual level of minimum purchases of Proprietary Products the Franchise Business must make, and the exact amount will be calculated and specified in an Addendum to the FA to be signed by both of us and attached to this Agreement (the "Minimum Purchase and Advertising Requirements (or MPAR) Addendum".)

2.3.2 Right to Terminate If MPR Not Met; Our Right to Adjust Territory. If You do not meet the Minimum Purchase Requirements as set out in the MPR Addendum, then We will have the right to terminate this Agreement, but must first give You written notice and an opportunity to cure before being subject to termination pursuant to the terms are set out in the MPAR Addendum.

If this Agreement terminates, regardless of reason, the post-termination obligations of this Agreement including but not limited to Section 11 will apply. Alternatively, We may choose to reduce or reconfigure the boundaries of Your Exclusive Territory, instead of exercising Our right terminate pursuant to this Paragraph 2.3.2.

2.3.3 Conditional Right to Partial Refund of Initial Fee. If We terminate this Agreement pursuant to Paragraph 2.3.2 above, then except as set out in Paragraph 2.3.3(c) below, We will refund a portion of Your Initial Franchise Fee on the following basis:

a) You must sign a Termination and General Release agreement; and
b) If terminated:
   i. Within the first 18 months after the Effective Date of this Agreement, We will return 100% of Your Initial Franchise Fee and up to 60% of initial installation equipment and product purchases from Us; or
   ii. Later than the first 18 months after the Effective Date of this Agreement, We will return up to 60% of Your initial installation equipment and product purchases from Us only.
c) You are not entitled to any form of refund under this Paragraph 2.3.3, if You sell, assign or transfer Your Dealership to an approved transferee in compliance with the Purchase and Advertising Addendum.

2.3 Adherence to Business Plan as Condition of Franchise. As part of Your training, We will work with You to develop a Business Plan for the operation of Your Business. We must both agree the actions to be taken and other details of the Business Plan are achievable and that you will adhere to the agreed budget. If We cannot agree within 60 days of signing this Agreement, then We may choose to terminate this Agreement and return your Initial Franchise Fee and, when returned to Us, any other product and equipment You purchased from Us.

2.4 Rights We Reserve; Other Ways We Can Do Business: Except as We have specifically granted to You in this Agreement, We reserve all rights regarding the Ram Jack™Foundation Solutions business, Our Proprietary Marks and systems, and the offer and sale anywhere of Ram Jack™ Patented Products and other Proprietary Product and, services, as well as the granting of other Ram Jack dealerships and the location and operation of company and affiliate owned dealerships. This means that We or a designated affiliate have the exclusive right to:

a) use any channel of distribution now existing or in the future developed, including, as examples, the Internet and mail order.

b) develop other lines and types of foundation support and repair related products and systems, some of which may be marketed for use in the Ram Jack™ System, or may also be marketed through, or exclusively through, other distribution channels such as by means of the Internet or through an affiliate.

c) operate or grant others the right to operate a Ram Jack™ Foundation Solutions Dealership anywhere in proximity to Your Ram Jack Dealership, so long as it is outside Your Exclusive Territory.

3. FEES, PAYMENTS and OPTIONAL PURCHASES.

3.1 Initial Franchise Fee. When You sign this Agreement, You will pay Us an Initial Franchise Fee of $30,000.00 for Our "New Dealer" franchise package which includes starter business and marketing kits, and Your Exclusive Territory.

If We do not grant the franchise by signing this Agreement, the Franchise Fee will be returned. Under all other circumstances, the Franchise Fee is non-refundable.

3.2 No Royalty; All Your Requirements. You must purchase from Us all Your requirements of Our Proprietary Products and systems, as well as any other products and related systems We may develop and make available to the Ram Jack system in the future. In addition, You must maintain at all times a reasonable level of inventory and supplies of Ram Jack Proprietary Products. You must allow a minimum of two (2) weeks of placing order for standard Products to be shipped and four (4) weeks for special order Products.

3.2.1 Method of Payment; EFT or Credit Card: We provide our franchisees in Good Standing with open, revolving account terms for Product purchases as detailed in the Manual. Our current policy may be changed from time to time on reasonable written notice. If You fail to pay according Our current credit terms, then on 15 days written notice We may require that all payments, fees and other amounts due to Us under this Agreement or any other agreement with Us or any affiliate will be paid by credit card or electronic funds transfer ("EFT,") as required by Paragraph 3.2.3 below, no later than the 3rd day of the month following the month based on which they are calculated ("Payment Day"). We may, at Our option on written notice require that You pay all fees and purchases owed to Us by an approved credit card which You must keep active, in good standing and on file with Us or by means of an irrevocable line of credit.

3.2.2 We Will Profit. You understand and agree that We are entitled to profit from Your purchases from Us, and that those purchases and Your agreement and promise to comply fully with the terms of this Agreement constitutes partial consideration for the franchise rights We grant to You.

3.2.3 Late Fee: If any fee or any other amount due under this Agreement is not paid within 15 days after the payment is due, You will pay Us the daily equivalent of 18% A.P.R. of the overdue amount or the highest rate then permitted by applicable law for each day the amount is past due. We may also withdraw other beneficial terms of purchase in accordance with current policy as stated in the Manual.

3.2.4 Application of Payments: All payments You make pursuant to this Agreement will be applied in the order of the date the obligation was incurred unless we mutually agree otherwise. You agree that You may not designate an order for application of any payments contrary to this paragraph 3.2.4. This provision may be waived only by written agreement signed by Us, and that written agreement must be separate from the check or other document constituting payment.

3.3 Training: We will provide and You will participate in Our initial training for operation of a Ram Jack Dealership. Our training programs and requirements are described in section 5.2 of this Agreement. You are responsible for all expenses incurred in attending training, including travel, lodgement and any salary or wages for Your employees.

3.4 Essential Installation Equipment: You will be required to purchase from Us Our current equipment package of what We consider essential for installation purposes. We will provide You with Our current price by means of Our Franchise Disclosure Document and any supplements.

3.5 Reporting: You agree that regular reporting of Gross Revenues, marketing, sales and other operational activity, financial reports, all customer job data and various other Ram Jack Dealership related information is important to:

a) accurate determination of Gross Revenues of the Ram Jack Dealership;
b) monitor the performance of various foundations systems installed by the Dealership, including pier location, driving pressure, engineering and any all applicable reports;
c) assist us in evaluating and improving both the System and the operation of the dealerships; and
d) confirm Your compliance with the Franchise Agreement and Operations Manual.

You will report this information to Us in the time and manner that We may specify from time to time.

3.5.1 Bookkeeping: At all times, You will maintain accurate accounts and records as We may require in accordance with generally acceptable accounting principles and using accounting software We have approved. If You use a bookkeeping service to perform these functions for You, the service must prepare and maintain Your records in the form and manner that We specify.

3.5.2 Electronic Recordkeeping: You will comply with any computer bookkeeping, accounting and reporting systems We may implement. At Your expense, You agree to:

a) install, update or replace computer equipment or software designated for use in the operation of the Ram Jack Dealership;
b) comply strictly with the provisions of Paragraph 6.4 of this Agreement;
c) maintain reliable access to the Internet and a continuously active email address; and
d) be responsible for the cost of expert advice and installation, as well as of all associated hardware and software packages.

3.5.3 Audits: We are entitled to examine, copy and audit all records pertaining to the operation of the Ram Jack Dealership at any time, including computer and electronically stored or based information in whatever medium. For this purpose, upon request, You will make available to Us all Your records and tax returns (including any state and local income tax returns) relating to the Ram Jack Dealership.

If an audit discloses any misuse or resale of Our Proprietary Products or other material breach of this Agreement, You will also pay the reasonable cost of the audit.

3.6 Late Payments:

3.6.1 Interest: If You do not pay Us when due any amount that You owe Us, You will pay Us interest on the unpaid balance at the lower of One and One-half Percent (1 ½ %) per month or the highest rate allowed by law from the date such sums became due. We have the right to apply all Your payments to Us in the manner and to the obligations that We choose.

3.6.2 Late Fee: If any monies due from You to Us are not received on or before the specified due date, or Your EFT debit is declined for any reason, We may send You a Late Notice. Whether or not You receive a Late Notice is not a condition of Your obligation to pay any late fee and/or interest. The Late Fee as set out in Paragraph 3.2.4 above is required to defray the administrative costs of accounting and correspondence relating to late payments.

You agree late fees will not be considered interest for the purpose of calculating monies due under Paragraph 3.2, or for the purposes of calculating interest rates allowable by statute or common law. The late fee will be due and payable to Us or Our agents, as We may designate. This Paragraph does not mean We agree to accept any payments after they are due or to extend credit or otherwise provide financing.

3.7 Breach of Territory Restrictions Penalty: If You breach any Territory restrictions in this Agreement, the Manual or any applicable addendum, We may assess you a penalty of up to 50% of Gross Revenue You derive from a violation of Paragraph 4.1 or any current standards or policies regarding marketing or servicing customers outside of Your Territory.

4. LOCATION AND TERRITORIAL RIGHTS.

4.1 Territory: You may operate and market Your Ram Jack Dealership solely within the exclusive Territory identified in Exhibit C to this Agreement, as those boundaries exist and are defined as of the effective date of this Agreement ("Territory"). You may not service or market to customers outside of Territory, unless We give Our written consent which We may deny in Our sole discretion. If You do not first obtain Our written consent, then We may assess a breach of territory restrictions penalty as described in Paragraph 3.7 above. During the term of this Agreement, We promise not to:

a. Operate ourselves nor award to any other party a franchise to operate a Ram Jack Foundation Solutions Dealership within Your exclusive Territory, if any;

b. Modify the exclusive Territory, if any, without your prior written permission.

Except as specifically granted to you, we have reserved all rights as further described in Paragraph 2.4 above.

4.2 Dealership Location Your Responsibility: You are solely responsible to obtain an acceptable Location from which to operate your Dealership. You must submit the proposed Location for Your Dealership Premises to Us by the time You attend initial training. We need not approve the location, but do reserve the right to disapprove a proposed Premises in Our reasonable business judgment.

5. OUR OBLIGATIONS.

5.1 Pre-Operation Assistance: We will provide You with pre-operation information, materials and training to assist you in starting your Ram Jack Dealership. We will also be available by email or telephone with advice and assistance in developing and establishing Your Ram Jack Dealership, as well as providing suggested initial marketing and promotional techniques, and implementation, as You may request and We deem appropriate.

5.1.1 Computer and Software: You recognize that in order to stay competitive and do business efficiently in today's commercial environment the use of current and periodically updated technology is essential. We intend to adopt and adapt periodically to new and modified technologies that will support the Ram Jack franchise system and dealers. We may require You also to adopt those technologies that We determine are appropriate and will assist and train you in their basic use in order to comply with Our standards. At your expense, You agree to obtain, install, update or replace any computer or electronic equipment, accessory or software that We designate for use in the operation of the Ram Jack Dealership in the manner We specify. You will provide Us with access to Your computer or other electronic database via modem or internet or in the manner and availability We specify upon reasonable written notice. As requested upon reasonable written notice, You will also send Us copies of all Your memory media in the operation of the Ram Jack Dealership.

5.1.2 Software: We will train and provide You with access to Our proprietary internet cloud applications which currently are the Ram Jack Customer Relations Management ("CRM"), Design Aid, Ram Jack customized Microsoft Exchange intranet email system and other supporting programs. In addition to using the proprietary systems described in this Paragraph 5.1.1 and 5.1.2, You must obtain additional software for Your Franchise Business that performs the following functions: Microsoft Office suite, business accounting software such as Quickbooks and other software functions We will designate from time to time complying with Our current standards. The software and cloud applications We provide and the data entered into Our proprietary software and applications are specifically subject but not limited to the terms of Paragraph 6.4 and sub-parts of this Agreement. We intend to work with You and Your employees to maximize the benefits Your Dealership can derive from Our proprietary applications as You begin operations.

5.1.3 Vendors and Equipment Supplies: We will provide You with a list of approved and recommended suppliers of foundation systems related products, equipment and Ram Jack Foundation Solutions Business supplies.

5.1.4 Business Plan and Budgeting Assistance: We will work with You to develop a three (?) year Business Plan, including operating budget for Your first year of operation. We believe the development of and adherence to a Business Plan is an important component of a Ram Jack Dealership and can giveYou the best opportunity to establish and operate a profitable Dealership. Annually We will jointly review and modify the Business Plan as we mutually agree is appropriate based on experience. If You do not comply with the mutually agreed Business Plan and operating budget, then We may terminate You and return Your Initial Franchise Fee on following basis:

a) You must sign a Termination and General Release agreement; and
b) If terminated:
   i. Within the first 18 months after the Effective Date of this Agreement, We will return 100% of Your Initial Franchise Fee and, when returned to Us, 60% of initial installation equipment and product purchases from Us; or
   ii. Later than the first 18 months after the Effective Date of this Agreement, We will return up to 60% of Your initial installation equipment and product purchases from Us when returned to Us in good or better condition and after deduction for any outstanding unpaid open account balance.

5.2 Initial Training for Dealer; Location and Duration:

Before You may start operation of the Ram Jack Dealership, We will conduct an initial training program ("Initial Training") at Our location, at a designated mentoring facility ((franchised Dealership) and in the field that You, Your Designated Manager and at least one (1) crew supervisor must attend the Initial Training, pursuant to paragraph 5.2.1 below. We will train you in business, sales, operations, basic technical training, and basic installation. Materials necessary for the initial training are included in the New Dealer Package (Exhibit A) and listed as the Business Package and Sales and Marketing Package. Initial Training will last three (3) to five (6) weeks as We deem appropriate. You or Your Designated Manager, plus one (1) other employee, must satisfactorily complete initial training program. If We determine, in Our sole discretion, that You or Your Designated Manager and at least one (1) employee have not satisfactorily completed the Initial Training Program, then We may require You or Your Designated Manager and one (1) employee attend the next available Initial Training. Unless both successfully complete the repeated training to Our satisfaction as determined in Our sole discretion, We may terminate the Franchise Agreement. We may occasionally change the elements and duration of Our training program. You acknowledge that each trainee has a different level of experience, skill and aptitude for the various aspects of operating the Ram Jack Dealership, and that We may vary Our requirements for each trainee accordingly.

5.2.1 Who We Train: You, or a Controlling Person if You are a Business Entity designated in Exhibit D to this Agreement, Your General Manager and a minimum of one Crew Supervisor must attend training. All must train at the same time. You may, however, also bring as many additional employees as You deem appropriate. You acknowledge that all individuals who work for You, whether or not trained by Us, must sign an approved form of confidentiality and limited non-competition agreement. We do not limit the number of employees that You may bring for training, so long as We have space and staff available.

5.2.2 Location: You must attend Your initial training at Our corporate offices in Ada, Oklahoma or another city we may designate and at a mentoring facility location We determine is appropriate. Within a reasonable time after the opening of Your Ram Jack® Dealership, We will conduct an on site visit to assist with the first foundation repair job. You acknowledge that upon completion of training You must promptly take all necessary steps to obtain Your first job so that We can schedule the on site visit. We will also work with You at Your first Home or Trade Show. If Our representative deems necessary after that first installation or repair job, We may require that You attend additional training.

5.2.3 Costs: We will provide Initial Training free of charge, but You are solely responsible for any travel, board, and any compensation or wages due to any employees or designated representatives being trained, as well as any other expenses You may incur. If You request repeated training after You successfully complete the initial training program, We may charge You a reasonable training fee.

5.2.4 Compensation: We will not compensate You, Your Controlling Person, nor Your employees for any on the job training provided by Us or our designee, for services provided as a trainee.

5.2.5 Refresher Training: At least once a year, You or Your designee must attend Ram Jack University ("RJU") and complete the programs offered to Our satisfaction in order to maintain level of skills and the quality of service We require under this Agreement. In addition, all management, sales and production supervisors shall attend RJU at least once per year to obtain and maintain the certification level that we specify in the Manual. All additional training and refresher courses will be offered solely as we may deem appropriate and have the time and staff available. We may charge a reasonable fee for additional or refresher training, but will not charge for mandatory training.

5.2.6 Optional Supplemental and Specialized Training: From time to time, We may offer You optional training for specialty services, equipment and advanced levels of training for some of the skills You learn during initial training. We may charge You a reasonable additional fee for optional courses, and You may be required to purchase additional or specialized equipment, tools and supplies as well, depending upon the course(s) You select. Optional advanced and specialty courses may include applications and installation of new, improved or modified foundation systems techniques, equipment and products.

5.2.7 Additional Products or Services: From time to time and upon reasonable notice, We may also require that You purchase additional or specialty equipment and supplies from Us or an Approved Vendor, if we add new Ram Jack services, systems or products.

5.3 Operational Assistance:

5.3.1 Operations Manual: After We and You have signed this Agreement and You have paid the Initial Franchise Fee ("Closing"), We will loan You one (1) copy of Our Operations and Standards Manual, which will be in more than one part and will include but is not limited to the following manuals: Proprietary Information, Building and Managing a Successful Business, Developing a Marketing and Advertising Plan, Bidding and Producing Work, Case Studies and Forms and other subject matter and standards manuals We may develop ("the Manual" or "Manuals"). The Manual may include operating procedures and standards, rules for the franchise system, and other sensitive and confidential information. We may from time to time add to, delete or amend the Manual by inserts or bulletins and changing one or more other Manuals. All such additions, deletions or amendments will be deemed fully binding as a part of the Manual. We will make these amendments if and when we deem appropriate, for example: to meet competition, to protect Proprietary Marks and Other Intellectual Property including trade secrets, or to improve the quality of services and products.

5.3.2 Operations: By email and by telephone, We will provide advice and guidance as You may reasonably request assistance and as We have time and staff available, regarding operations, techniques for marketing Ram Jack Systems products and related services, interpretation and implementation of the policies and procedures in the Manuals, ordering and managing inventory, product mix, and general operation and management procedures. We will make reasonably available staff to provide engineering consultation by telephone during normal business hours.

5.3.3 Marketing: We will provide You with advice and assistance in marketing, selling techniques, and implementation, as You may request and We deem appropriate. Marketing is the responsibility and obligation of each individual Dealer within their Territory. We will market by means of trade publications, Internet and the WEB site We maintain to the extent We deem appropriate. We will determine the type, kind, content, quantity, placement and timing of any marketing, advertising and promotional efforts We may implement at Our sole discretion. We will periodically make available to you various marketing and advertising materials that you may purchase.

5.4 Supplies and Vendors: We both recognize that the success of the franchise requires consistency and quality in service, equipment and products.

5.4.1 Approved Vendors: In the interest of quality control, We may from time to time enter into an agreement with a specific vendor or vendors to provide products or equipment and other products meeting Our standards, which will include Us or an affiliate. We will provide You a list of Approved Vendors which will include Us and Our Affiliates for designated products or equipment, and other items. We or an affiliate are or may be designated in the future as the only approved vendors of certain products. You agree to purchase the designated items from the Approved Vendors only, unless substitute vendors are first approved by Us. We may approve Substitute Vendors in Our sole discretion.

5.4.2 Published Standards: We have developed and may from time to time at Our discretion develop design specifications, quality control standards and Proprietary Products ("Published Standards") for the equipment, products, services and supplies used in the Dealership. We may make additions, deletions and corrections to the Published Standards at Our sole discretion which will be contained in part in the Operations Manual. We may also from time to time provide You with new product information, techniques and operations information We develop and deem appropriate for the System.

5.5 Web Site: You may develop a Web site for Your Dealership, but it may be launched only using the domain name that We will own and will license to You for this purpose and only for the term of this and any renewal Franchise Agreement. We will provide you with templates you may use or you may request our approval of an alternate web design. We reserve the right to approve or disapprove the design, content, framing and linking of your web site and any links to it, in our sole discretion. See also paragraph 6.1.2 below regarding the internet and technology enerally.4

5.6 Business Plan Maintenance: We will periodically review and work with You to update Your Business Plan, including operating and marketing budgets, as We reasonably deem appropriate. You must thereafter adhere to the agreed and updated Business Plan.

6. FRANCHISE SYSTEM STANDARDS.

6.1 Compliance with Standards: You agree that the standards for the Franchise System and the requirements of this Agreement and the Operations Manual are necessary, reasonable and desirable in order to preserve and enhance the identity, reputation, and goodwill built by the Franchise System and the value of the Ram Jack Foundation Solutions Dealership. You agree to comply with the standards for quality, appearance, service, operations, marketing and promotion We establish from time to time and which are contained in part in the Operations Manual. Upon any notice from Us, You will immediately take all steps necessary to correct any deviation from the standards for the Franchise System.

6.1.1 Laws and Licenses: You are solely responsible to know and comply with all applicable federal, state and local laws and regulations relating to the operation of Your Dealership. You will obtain and maintain at all times any and all permits, certificates or licenses necessary for the full and proper operation of Your Ram Jack Foundation Solutions Dealership. You specifically agree to comply with applicable labor laws, payroll tax reporting requirements, sales and tax use law, health and environmental laws and regulations. You also agree to furnish Us immediately with copies of all inspection reports, warnings, or citations issued by any governmental agency which reflect Your failure to comply with regulations or laws to which Your Ram Jack Dealership is subject.

6.1.2 Internet and Developing Technology: In light of the increasing use of the Internet for a variety of functions and the rapidly changing and somewhat unforeseeable nature of technology, We reserve the right to limit or restrict any or all use of the Internet or other technology with respect to Your Ram Jack Dealership that We may decide is desirable in Our reasonable business judgment.

6.1.3 Manual: You agree to operate the Ram Jack Dealership in strict compliance with the Manual, as it may be changed from time to time.

6.1.4 Authorized Products and Services; Competing Products: You will offer to customers only those Services using Our Proprietary Products and related approved products and services that We designate from time to time (collectively, the "Products") You must provide the Products strictly in accordance with the standards and specifications described in the Manual and in accordance with the standards and specifications established pursuant to this Agreement and during the initial training program. We may at any time add to, or subtract from, the Products that You offer and use in Your services. You specifically agree that We may revoke Our approval of any product or service at any time in light of Our reasonable business judgment and the reputation and goodwill of the Ram Jack System. You may not use any steel manufactured products that compete with the Products or that are offered by a business that competes with Us or Our Affiliates.

6.1.5 No Resale: You are strictly prohibited from reselling Our Proprietary Products. We sell them to You solely for Your use in the installation of the Proprietary Products course of providing authorized Ram Jack foundation services to the end-use customer. You acknowledge that violation of this prohibition is a material breach of the Agreement and grounds for termination.

6.1.6 Maintenance, Condition and Appearance of Vehicle, Trailer and Equipment: You agree to maintain the physical and mechanical condition, appearance and efficient operation of all equipment and Proprietary Products and approved materials as set forth from time to time in the Manuals (as defined below).

We or Our representative may inspect the Dealership and the Products and Your equipment and vehicle(s) from time to time, all of which must be maintained in good physical condition, free of mechanical problems which adversely affect its performance or appearance. You acknowledge the critical importance of (i) keeping all vehicle(s), trailer(s), and equipment in the best possible mechanical operating condition in order to maximize Gross Revenues; and (ii) avoiding any and all health and safety violations that might injure the public.

6.1.7 Approved and Designated Suppliers: You must obtain the Products only from suppliers that We have designated or approved.

6.1.8 Designated Brand-name Products: We may designate by brand name and source some or all of the Products that You are required to use to the installation of a Ram Jack Foundation system, which will include Us and/or Our affiliate.

6.1.9 Customer Service: Customer trust, satisfaction and retention are essential to Our System. You agree to follow the customer service guidelines that We establish from time to time, which will be set out in part in the Operations Manual and which are intended to insure customer satisfaction and protect the System's goodwill. You acknowledge and understand that customer relationships, Dealer reputation and the Ram Jack name are highly valuable to both of us; therefore, You agree all times to provide quality service to such customers. If We receive any written complaints in any 12 month period from customers regarding insufficient or poor quality service from You, and/or from any of Our representatives, regarding failure to perform and install foundation systems at any location in accordance with the standards set forth in the Operations Manual, We may require that You take remedial steps, at our discretion.

6.1.10 Performance of Authorized Services: All Ram Jack Foundation Solutions services and products offered by the Dealership must be performed by Your Controlling Principals, designated manager or Your employees performing under Your supervision and trained by Us as then currently required. If You believe circumstances justify hiring an independent contractor, you must first obtain Our written consent which We may grant in Our sole discretion.

6.1.11 Variances from Standards: We may approve exceptions or changes from the uniform standards of operations, when and if We believe it necessary or desirable under particular circumstances. You will have no right to object to or obtain the same or a similar variance. If an engineering report for a particular job requires such a variance, You must first submit the report to Us for our review and written approval.

6.1.12 Quality Control: We have the right to take reasonable steps to monitor the quality of the products and services You offer. We may require that You display conspicuously a telephone number or other contact information on a product, invoice, printed matter or signage that can be used by customers to register a complaint, place a comment or opinion.

6.1.13 Engineering Reports: If required by state or local law, You must obtain an engineering report for each job that is prepared by an engineer licensed by the applicable state and that you keep in the customer file. You will provide Us with a copy on request.

6.2 Insurance: While this Agreement is in effect, You will obtain, pay for, and keep in force all insurance required by law, as well as a General Liability policy (including without limitation Premises Operations; Independent Contractors (let or sublet work); Contractual Liability; Products and Completed Operations, Personal Injury and Advertising Liability with $1,000,000 per occurrence and a $2,000,000 general and products/completed operations aggregate limits. Commercial Auto Coverage at $1,000,000 Combined Single Limit per occurrence (This policy shall cover all contractor furnished, owned, hired, and non-owned vehicles, including the loading and unloading thereof.) Workers Compensation that complies with Your state statutes and having Employers Liability limits of at least $500,000/$500,000/$500,000. Umbrella/Excess (following form on Employer's Liability, comprehensive General Liability and Commercial Automobile coverages). Minimum coverage - $1,000,000 Limit of Liability coverage. The limits of liability may not be reduce by the costs of defense. The Franchisee shall maintain the required insurance in force continuously as long as the franchise agreement is in force. All insurance policies will be issued by companies having not less than Best's A- IX and will name Us and any affiliate as an additional insured on the General Liability and Umbrella/Excess policies and will include a waiver of subrogation rights in a form acceptable to Us.

All policies will contain a provision that We and any affiliate, although named as an insured, will nevertheless be entitled to recovery under the policies for any loss, injury, or damage to Us, Our servants, agents, and employees by reason of Your negligence, acts or omissions. You will promptly deliver to Us policies evidencing the insurance or certificates of coverage which will designate the name and address of the issuer, the policy number, amount, and provisions thereof, copies of annual renewal certificates of continued insurance. All such policy(ies) shall cover all of Your activities under this Agreement and shall state that it is primary insurance in regard to Us, Our officers and employees. We shall be named as an additional insured. If available within Your state, all policies must provide that the policy will not be canceled, terminated, or materially and adversely modified without thirty (30) days prior notice from the insurance company to Us. We reserve the right to require complete copies of insurance policies at all times. You acknowledge that any claim, liability, or cost arising out of any claim, in connection with any injury, including death, or any property damage, whether to a customer or to an employee, is Your sole responsibility.

6.3 Intellectual Property Rights and Proprietary Marks; Confidential and Trade Secret Information: Our affiliate, GEI, and We in part independently and in part as licensed with GEI have developed and own the trademarks, service marks, trade names and other designations used in the Ram Jack Business including but not limited to the principal Mark, trade name and service mark Ram Jack™ and Ram Jack and Design® within North America.

6.3.1 Service Mark and Trade Name License: We grant You a nonexclusive license to use Our service marks, trade names and other designations (hereafter "Proprietary Marks") in operating a Ram Jack Foundation Solutions Dealership solely in the manner that We specify. You will not use or attempt to use Our Proprietary Marks on services and products from anyone other than Us in the exact manner we specify. You have no right to license or sub-license any of Our Proprietary Marks and may use Our Proprietary Marks only in accordance with Our policies and standards. Any breach of Paragraph 6.3 of this Agreement or any of its sub-parts is subject to the termination provisions of Section 10. The Trade Name that you may use will be doing business as "Ram Jack of _____ [geographic designation We assign.] You are specifically prohibited from using "Ram Jack" or any of Our Proprietary Marks, including any variation or confusingly similar name or design in Your Business Entity name. If the name has already been included in Your Business Entity prior to execution of this Agreement, then you must immediately amend to change the name to eliminate "Ram Jack" or dissolve the entity.

6.3.2 Quality Control: The trademark laws require that We closely control the use of Our Proprietary Marks. Thus, You must conform to our Standards and requirements in using Our Proprietary Marks. We may change or supplement our standards and requirements, which are set forth in part in the Ram Jack Operations Manual from time to time. We may change Our requirements and standards in Our sole discretion upon reasonable notice. You must submit all advertising and promotional copy and materials and all printed matter and all other media, including but not limited to stationery and business cards, for Our written approval before You may use such materials. You may only purchase items carrying Proprietary Marks from Approved Vendors, which may include Us or Our affiliates.

6.3.3 Advertising and Promotion: You may only use materials We have first approved in writing in advertising in any form, media, or type of publicity or public appearance. You must strictly comply with the current graphics and other standards that We make available to You, which will be primarily on the Ram Jack extranet but may also provide by other means.

6.3.4 Infringement; Legal Action: You will immediately provide Us with all available information concerning any infringement or challenge to the validity or ownership of Our Proprietary Marks or any acts of unfair competition by third parties which interfere with the relationship of the parties or the relationship with and among other Franchisees.

You will cooperate with Us in any legal action We bring against third parties relating to this Agreement or to Our Proprietary Marks by providing Us with information or evidence available to You, as We may reasonably request. We will reimburse You for any reasonable actual cost to You in providing the information or evidence specifically required by Us, unless such information or evidence is directly related to the protection of Your rights.

We will have complete and entire control over any legal or informal action to stop acts of unfair competition or infringement of any Proprietary Marks or trade names, and We will decide, at Our sole discretion, whether any legal action will be taken. You will not participate in such action or decision, unless We give written consent.

6.3.5 We Can Change Trademarks and Trade Name: At any time upon written notice to You, We may add to, delete from, and/or change the Proprietary Marks and trade name licensed to You pursuant to this Agreement. All such additions, deletions and changes will be as effective as if originally incorporated in this Agreement and will be made in good faith, on a reasonable basis and with reasonable notice.

6.3.6 Sole Owner of Intellectual Property: You acknowledge that We, and our affiliate, Gregory Enterprises, Inc. are the sole and exclusive licensee and owner respectively of Our Intellectual Property which comprises the Proprietary Marks, all material elements of the Ram Jack System, all present or future Letters Patent, specifically including but not limited to U.S. Patent identified in Recital C of this Agreement, Our trademarks and service marks including but not limited to the name Ram Jack, copyrighted materials, trade dress, trade secret and confidential business information, government approvals, intellectual property licenses and designs and patents of the Ram Jack Foundation Repair system ("Intellectual Property"). You agree that all use of Intellectual Property, including Proprietary Marks and trade names will inure to Our sole benefit. Neither during nor after the term of this Agreement will You contest in any manner the validity of Our exclusive ownership and rights to all or part of the Intellectual Property and will not attempt to register or reserve rights in the same.

You recognize the value of the goodwill associated with the Ram Jack name and trademark and acknowledge that the Proprietary Marks and all rights and goodwill pertaining to them belong exclusively to Us and that the Proprietary Marks have a secondary meaning in the mind of the public.

6.3.7 Trade Secrets and Confidential Information: You acknowledge that the trade secrets, information, ideas, formulas, processes, research, methods, improvements, and copyright materials, owned or developed by Us, whether or not published, confidential, or suitable for registration or copyright, and the goodwill associated with them, are and will remain Our sole and exclusive property and <u>are provided or revealed to You in trust and confidence</u>. ___Initial Here

"Confidential Information" and "Trade Secrets" mean the components of the business system under which the Ram Jack Dealership is operated, the Ram Jack Foundation Solutions know how and methods, use of Proprietary Products, the contents of the Operations Manual, all training materials, computer programs and information in any other medium We develop and however We may convey them to You. All information and knowledge about the Franchise System and its services, know how, Proprietary Products including Patented Products , software, designs, devices, operations, standards, specifications, procedures, and techniques which are not in the public domain or generally known in the foundation support and repair industry and any other information and material We may designate as confidential will be deemed confidential and trade secret for purposes of this Agreement.

6.3.8 Ownership of Confidential Information: We are the exclusive owner of all Confidential Information as described in Paragraph 2.1, Paragraphs 6.3.6, 6.3.7 and in this Paragraph 6.3.8. We reserve the right to use and sell derivative forms of accrued data. We may request You provide Us with customer lists at any time. Confidential Information includes but is not limited to:

a) information provided to You or developed while operating Your Ram Jack Dealership;

b) marketing and promotional programs;

c) all databases compiled for use in or derived from the operation of the Ram Jack Foundation Solutions Dealership;

d) all data generated from the operation of the Ram Jack Foundation Solutions Dealership;

e) all processes and techniques We show You;

f) all approved vendor and supplier information;

g) Operations and any other Manuals we may develop from time to time;

h) Our Software and that of any affiliates, including its functionality and look; and

i) customer lists and related information.

You agree to keep all such information strictly confidential, require all employees and independent contractors who need access to the information for Ram Jack Business purposes to sign a confidentiality agreement in a form We approve, and to use it only for the purposes and in the manner We authorize in writing. ___Initial Here

6.3.9 Derivative Developments: Any invention or other form of intellectual property arising out of or in any way related to the Ram Jack Systems or Dealership that You may develop during the term of this Agreement ("Derivative Development") shall be owned by Us. You agree to assign and do hereby assign all Derivative Developments to Us. We will grant back to You a non-exclusive, royalty-free license to use such Derivative Development, which license may be terminated by Us if You violate the restrictive covenants of section 6.3 or the non-competition restrictions of section 7.8 of this Agreement. We may register intellectual property; seek protection under copyright, trademark, and/or patent laws; and enforce, defend, manage, and take any action relevant to Our intellectual property rights that We deem necessary.

You agree to execute any documents that we deem necessary to implement this provision..

6.3.10 Non-Use and Non-Disclosure: You agree that, during and after the termination or expiration of this Agreement, neither You nor any of Your Controlling Persons, officers, directors employees, agents, heirs, successors, assigns or representatives will at any time use, copy or disclose to any other person or entity for use for any purpose other than the operation of the Ram Jack Foundation Solutions Dealership any secret or confidential information received from Us, including but not limited to methods and techniques of performance of System services, use of Proprietary Products, operations and marketing, specifications, and the Operations Manual.

You acknowledge that We own an exclusive proprietary interest in the Trade Secrets included in the Manual, in Our Ram Jack Foundation Solutions know how, methods and technology, and in

Our training programs and that the unauthorized disclosure or use of any Trade Secrets or other information contained in the Manual adversely affects Our business and goodwill as well as that of Our franchisees. In addition, We may make available to You information regarding sales, cost of sales, product mix, and marketing research prepared for Us, and other data which, if so identified by Us, shall be deemed confidential information ("Confidential Information") even though it may not be proprietary to Us. Accordingly, You agree to perform and abide by the following provisions each of which will survive termination or expiration of this Agreement and will be perpetually binding upon You:

a) You will hold the Trade Secrets, the Confidential Information and contents of the Manual in strict confidence and will not disclose any trade secret or operating procedure or the confidential information to any person or business entity other than Your bona fide employees, and then only for the purpose of advancing the business of Your Ram Jack Dealership.

b) You will not use, disclose or permit the dissemination of any of the Trade Secrets, know how or other information contained in the Manual or the Confidential Information provided to You in connection with the operation of any establishment or enterprise other than Your Ram Jack Dealership and will promptly discontinue use of the same upon the expiration or termination of this Agreement;

c) You will not, without Our prior written consent, permit any person including Your Controlling Principals, to copy reproduce or disseminate by any means any part of the Manual or Confidential Information or otherwise permit it's use or inspection or access to any person other than You, Your controlling principals, bona fide employees of the Ram Jack Dealership and Our authorized representatives.

d) You will keep the Manual and any other material or other media constituting trade secrets or Confidential Information in Your Ram Jack Dealership and will promptly return it, all copies of any portions of it and any other written or printed material or other media constituting Trade Secrets or Confidential Information or copies thereof to Us upon the expiration or termination of this Agreement.

6.3.11 Non-Solicitation of Ram Jack Customers: You agree that, during the term of this Agreement and for a period of two (2) years thereafter, You will not divert nor attempt to divert any business of nor any customers of any Ram Jack Foundation Solutions Dealership to any competitive business, by direct or indirect inducement or otherwise. If You fail to comply with this provision, the duration of the restriction shall be extended by the amount of time which expired before You and Your Controlling Persons come into full compliance with these obligations. You acknowledge that this provision is reasonable and necessary to protect the System and the goodwill of Our Marks which have developed Our customer base and will survive termination of this Agreement.

6.3.12 Independent Status: All stationery, business cards, proposals, invoices and contractual agreements and the like used by You must also conspicuously indicate You are an independently owned and licensed Ram Jack franchised dealer.

6.4. Hardware and Software.

6.4.1 Computer and Other Electronic Systems: You agree to acquire and use the electronic system hardware and software for Your Ram Jack Dealership that We specify from time to time. You understand that the computer system to be used in the Dealership must be able to run cloud-based email calendar and CRM applications as well as certain other basic business office software. You will also procure and install required dedicated high speed internet access broadband, telephone and/or power lines and any other computer-related accessory or peripheral equipment as We specify in the Manual or otherwise. You agree that We have the free and unfettered right to retrieve, copy, store, and use any data, customer information and other information from Your computers by the means We specify in the Manual. All of the hardware and software required to be installed, except as We initially provide, as part of the Initial Franchise Package or purchased will be at Your expense.

6.4.2 Software: We require that you use a combination of cloud-based proprietary applications and generally available commercial business software. You shall:

a) use the proprietary software programs that We prescribe from time to time, including Our browser-based CRM application and system documentation, manuals and other proprietary materials We have developed and may continue to develop in connection with the operation of the Dealership;

b) add, remove or update software programs as We may direct, which currently include Microsoft Hosted Exchange, QuickBooks, Microsoft Office Suite business software;

c) input and maintain in Your computer such data and information as We prescribe in the Manuals, software programs (whether cloud or CPU based), documentation or otherwise; and

d) purchase new, different or upgraded software programs, system documentation manuals and other proprietary materials and services at then-current prices (except as provided in this Paragraph), whenever We adopt new, different or upgraded programs, manuals and materials system-wide, and We will give You no less than 90 days written notice when We require You to purchase and implement new software or cloud applications and services.

6.4.3 Implementing Changes: As technology or software is developed in the future, We may require that You: (a) add memory, ports and other accessories or peripheral equipment or additional, new or substitute software to the original computer purchased by You; and (b) replace or upgrade the entire computer system to remain capable of assuming and discharging the computer-related tasks and functions We specify upon reasonable notice of no less than ninety (90) days. You acknowledge that periodically functions and capabilities change and that replacements and/or upgrades are likely to be necessary. We may desire to make substantial modifications to Our computer specifications or to require installation of entirely different systems during the Term and any Renewal Term of this Agreement.

6.4.4 Maintenance: To ensure full operational efficiency and communication capability with Us and customers, You agree at your expense to maintain Your computer system(s) in good repair and will add, change, modify, substitute and replace all or part of Your computer hardware, software, telephone and power lines and other computer-related facilities as directed by Us, and on the dates and within the times specified by Us.

6.4.3 Cloud Applications: If We adopt cloud applications and other internet based technology that require fees and periodic subscriptions, you will adopt and pay upon Our reasonable notice to you.

6.5 Dealer Telephone and Directory Listing: You must obtain and maintain a telephone number and directory listing for Your Ram Jack Dealership which is the only number You may give to customers, use in advertising or publish in any way relating to the Ram Jack Dealership.

6.6 Advertising: You will operate the Ram Jack Foundation Solutions Dealership under the Ram Jack trade name. All signs and advertising will prominently display the Ram Jack trade name. All advertising and marketing will be subject to Our prior written approval. Pre-approved advertising, or advertising We provide, does not require renewed approval by Us, if used within the time period and in the media authorized for that advertising by Us. We will respond within twenty (20) days to all Your requests for approval of advertising by email, by certified US mail with return receipt requested or by other delivery method with proof of delivery provided. If We fail to do so, then You may not use the requested advertising.

6.7 Approval: You will submit to Us for review all marketing, advertising and promotional concepts, together with promotional or advertising materials, for Our approval. You may not disseminate or implement advertising, promotional or marketing schemes or materials by any means, format or form of media, including by way of example electronic or Internet except with Our approval as set out in Paragraph 6.6 above. If You use advertising materials that We provide You, and You comply with Our directions and standards, then You will not need Our approval before implementation.

6.8 Prices: You will establish pricing as You deem necessary. We may advise on how to achieve specific profit margins, but the final choice is yours.

6.9 Physical Inspection: In order to preserve the Ram Jack System and insure that You are maintaining the standards of the Franchise System, We have the reasonable right with prior notice to inspect all Your business records where they are customarily maintained, observe the manner in which You operate and maintain the Dealership, and interview or otherwise contact customers. We maintain a strong interest in the operation and success of each Ram Jack Foundation Solutions Dealership and may in Our discretion review all aspects of the Ram Jack Dealership, its operations and management, and Your policies and procedures.

6.10 National Franchisee Advisory Council: We reserve the right to develop governing By-Laws for and to appoint a National Franchisee Advisory Council ("Advisory Council"), comprised of at least 7 but no more than 15 dealers to serve on an annual basis. We will appoint Our own representative who may fully participate, except Our representative can only vote on a matter before the Advisory Council in the event of a deadlock. The Advisory Council's purpose will be to facilitate communications between franchisee dealers and Us and to serve in an advisory capacity to Us regarding advertising, new techniques and processes, methods of operation, product development and any other matters affecting the Ram Jack system which We both wish to cover. You will participate in the activities and be responsive to the communications of the Advisory Council and will bear Your own costs of participating in Advisory Council meetings and activities.

7. YOUR OBLIGATIONS.

In addition to the other obligations in this Agreement:

7.1 Your Obligations Generally: You must strictly comply with the operational, policy and financial requirements of Our Manual, this Agreement, federal, state and local law, and the rules and regulations We reasonably establish from time to time.

7.2 Continuing Operation: Your Controlling Person (or Persons) is essential to the continuing operation of the Ram Jack Dealership as the only individual(s) authorized and trained to manage Your Ram Jack Foundation Solutions Business. Your franchise license has been granted on the condition that either one Controlling Person or a Designated Manager will spend full time personally involved in supervising operation of the Ram Jack Dealership according to Our current operating standards. You acknowledge the crucial importance of the Controlling Person's role and that Our reputation and goodwill and the potential success of Your Ram Jack Dealership will be damaged, if this role is not fulfilled.

7.3 Marketing; Minimum Advertising Expenditure and Other Continuing Advertising Requirements: You must actively and with Your best efforts promote and market Your Ram Jack

Foundation Solutions Dealership and the Ram Jack trademarks and brand by means of local magazines, newspapers and other print media. All marketing efforts must be targeted at the Territory, and marketing by means of the Internet, electronic media, fax, direct mail or otherwise or in any way directed outside the Territory is not licensed or authorized under this Agreement except as We may approve in writing at our sole discretion. Additionally, you must strictly comply with the requirements described in Paragraph 7.3.1 below.

7.3.1 Advertising, Marketing and Sales Requirements: At your expense, You will:

(i) Obtain and maintain listings of the Ram Jack Dealership in the white and yellow pages of local telephone directories, as well as certain internet directories that We will specify from time to time in the Manual or by other written directive;

(ii) Obtain and maintain any special promotional materials of the kind and size as We may now and in the future require;

(iii) Spend no less than the annually adjusted Minimum Advertising Requirement as set out in the Minimum Purchase and Advertising Addendum attached to and made a part of this Agreement;

(iv) Provide Us periodically with invoices, receipts and such other substantiation and reports We may reasonably require to evidence You have meet the minimum applicable marketing expenditure required by Paragraph 7.3.1 (iii); and

(v) Hire and maintain in Your employ at least one full-time salesperson dedicated to marketing your Ram Jack Dealership in strict compliance with the current minimum marketing standards and activities set out in the Minimum Purchase and Advertising Addendum and in the Manual which We may change from time to time in Our reasonable judgment; and

(vi) Submit to Us for Our prior approval (except as to prices to be charged) samples of all promotional materials and advertising to be used by You in all forms of media that We have not been prepared or previously approved by, including but not limited to newspapers, radio, televisions, novelty items, signs, and containers.

7.3.2 Marketing Cooperative: If We so request, You will join and maintain the status of a member in good standing in one or more advertising associations formed or to be formed to benefit the franchised Dealerships, either by region or a single national marketing association of all franchised Dealers (a "co-op"). You will sign and deliver to the co-op, the form of membership agreement adopted by such co-op and will contribute up to 2% of Gross Revenues as We designate in writing. The purpose of a co-op is to pool resources to advertise and promote the Dealers and the System regionally and nationally.

7.4 Proprietary Products and Minimum Purchase Requirements: You will maintain an adequate inventory of Proprietary Products sufficient to meet the needs of Your business allowing a minimum of two (2) weeks for orders to be shipped once placed. Additionally, if You do not purchase the minimum annual amount required by the Minimum Purchase and Advertising Addendum, then You will be subject to the default and termination provisions of the Purchase and Advertising Addendum and Section 11 of this Agreement.

7.5 National Accounts: We may obtain national or regional accounts (sometimes called "National Accounts") that agree to use Ram Jack foundation systems as needed through our system of dealers on terms negotiated through us ("National Account Terms.") If We do so and the National Account requests Ram Jack services within Your Territory, You agree that We may require You provide such services on National Account Terms. If You decline, then We may offer the project to another dealer or We may perform the project on the National Account Terms.

7.6 Other General Operational Requirements: You will continuously throughout the term of this Agreement and any renewal franchise agreement:

7.6.1. Provide appropriate training and supervision for all personnel employed in Your Ram Jack Dealership, maintain training records in the form and detail We specify, provide Us with an annual report of such training records, and maintain standards of prompt and efficient customer service.

7.6.2. Conduct your Ram Jack Dealership operating with highest standards of honesty, integrity and fair dealings at all times, and make such additions alterations repairs and replacements as we may require, including without limitation periodic replacement of obsolete signs, equipment parts, trailers and vehicles as We may reasonably direct.

7.6.3. Comply strictly with the federal state and local minimum wage, child labor, truth in advertising, health, sanitation, safety, alcoholic beverage and other laws and governmental rules and regulations applicable to Your Ram Jack Dealership.

7.6.4. Continue to operate your Ram Jack Dealership and use Intellectual Property as We require in writing during the entire term of this Agreement and any renewal franchise agreements or extensions, and

7.6.5. Immediately and diligently pursue the repair of any damage to or destruction of the Premises and any vehicles, and if the Ram Jack Dealership must cease operations completely as a result of damage or destruction, repair or replace it to be fully operational at the Premises no later than thirty days after ceasing operation.

7.7 Data and Critical Business Information Backup; Our Disclaimer: While We provide use of Our CRM and other software and online applications, You acknowledge and agree that We do not guaranty that any information you input will not be corrupted, lost, hacked or otherwise compromised despite our precautions and those of any provider We use. You must take reasonable precautions to backup and protect your customer data and critical business information by subscribing to and maintaining acceptable anti-virus, malware and other internet security measures, as well as onsite and off site backup storage. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ALL LOSSES, CLAIMS AND CONSEQUENCES THAT MIGHT ARISE FROM THE USE, LOSS, DAMAGE OR MISAPPROPRIATION OF YOUR DATA. YOU UNDERSTAND THAT YOU ARE RESPONSIBLE TO BACKUP AND PROTECT YOUR DATA.

7.8 INDEMNIFICATION: YOU AGREE THAT YOU WILL DEFEND, INDEMNIFY, AND HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, ADVISORS AND OTHER FRANCHISEES HARMLESS FROM ALL FINES, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, OBLIGATIONS OR ACTIONS OF ANY KIND, INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES, BY ANYONE, ALLEGEDLY ARISING FROM OR CONNECTED WITH YOUR OPERATION OF THE RAM JACK FOUNDATION SOLUTIONS DEALERSHIP EXCEPT FOR CLAIMS OF INFRINGEMENT ARISING SOLELY FROM YOUR USE OF THE RAM JACK SYSTEM IN ACCORDANCE WITH THIS AGREEMENT AS PROVIDED IN PARAGRAPH 6.3.

7.9 Restrictive Covenant: During the term of this Agreement, You will not directly, nor as a beneficial owner, investor, partner, director, officer, employee, independent contractor, representative, or agent, nor through a family member or other agent; control, own, provide consulting services for, benefit from or engage in any business offering foundation systems related supplies, equipment or other items, related products or any other System services and products then being offered by Us, or by Ram Jack franchises (whether for purchase or are offered without charge as a premium) either as an independent business, in a foundation repair and support format in any capacity anywhere, as a franchisee or as a franchisor, except pursuant to a franchise agreement signed by Us.

You acknowledge and agree that this restrictive covenant will bind You and Your Controlling Persons in all capacities, including as an independent business, shareholder, director, advisor, Franchisee, licensee, employee, agent or consultant, as a beneficial owner, investor, partner, officer, independent contractor, representative, or agent, nor through a family member anywhere, so long as this Agreement or any successor agreement is in place or You or a Controlling Person are operating a Ram Jack dealership.

7.10 Reasonableness: The terms contained in this Section 7 and in Section 6 are essential to this Agreement, and **We would not grant You this franchise license without them**.

You specifically recognize and agree that We intend to market and offer franchises using Our Ram Jack System both within the U.S.A. and internationally and that Your breach of Paragraphs 6.3 (and sub-parts) and 7.8 would damage Us and Our franchisees in numerous ways that are difficult to quantify.

______Your Initials

Only Because We Rely On Your Agreement to the Terms of These Paragraphs 6.3 (and sub-parts and 7.8, do We agree to train You in the use of the trade secret methods that We have developed at much expense for operating a Ram Jack Foundation Solutions Dealership and to entrust to You Our Proprietary Marks, Trade Secrets and the confidential information pertaining to Our business.

______Your Initials

You expressly agree that using Our training and this information in competition against Us and/or Our Franchisees would be unfair and result in irreparable damage. **______Your Initials**

7.11 Acknowledgments; Goodwill: YOU ACKNOWLEDGE THAT:

WE HAVE DEVELOPED A UNIQUE LEVEL OF GOODWILL USING THE SYSTEM AND OUR PROPRIETARY MARKS AND INTELLECTUAL PROPERTY, AND THAT WE WOULD NOT ENTRUST OUR GOODWILL AND PROPRIETARY INFORMATION TO YOU WITHOUT YOUR AGREEMENT TO THE TERMS OF THIS SECTION 7. **______Your Initials**

COMPETITION BY A FRANCHISEE AS COMPETITION IS DEFINED IN PARAGRAPH 7.9 IS EXTREMELY DETRIMENTAL TO ANY RAM JACK FOUNDATION SOLUTIONS DEALERSHIP AND TO OUR INTEREST IN PRESERVING THE RAM JACK SYSTEM. **______Your Initials**

THE PROPRIETARY NATURE OF THE TRAINING, CONFIDENTIAL BUSINESS INFORMATION AND TRADE SECRETS REFERENCED THROUGHOUT THIS AGREEMENT AND SPECIFICALLY IN PARAGRAPH 6.3 ARE OF SUCH A UNIQUE AND PROTECTED NATURE AS TO JUSTIFY AS REASONABLE THE TIME AND GEOGRAPHIC SCOPE OF THIS PROVISION.

______Your Initials

7.12 Participation in Franchise Dealership: You acknowledge that the Ram Jack System is based on the premise that at least one of the individuals or Controlling Principals owning the Ram Jack Dealership will be personally involved in the daily supervision of the Ram Jack Dealership. You recognize that the personal, continuous oversight of the Dealership operations and maintaining the goodwill of the customers are critical factors in developing and maintaining a successful Ram Jack Dealership and enhancing the trade name and Marks both to Your benefit and that of the System.

______Your Initials

7.13 Execution of Covenants by Franchisee's Officers, Principals, Etc. At Our request, You will provide Us with executed **Restrictive Covenant Agreements**, in the form attached to this Agreement as Exhibit E, containing covenants similar in substance to those set forth in this Section 7 and in Section 6 (including covenants applicable upon the termination of a person's relationship with You the Franchisee), from each of the following persons: all employees, officers, directors, and holders of a direct or indirect beneficial ownership interest in Franchisee. With respect to each person who becomes associated with Franchisee in one of the capacities enumerated above subsequent to the execution of this Agreement, Franchisee shall require and obtain such agreements from them and promptly provide Franchisor with executed copies. In no event shall any person enumerated above be granted access to any confidential aspect of the System or the Ram Jack Dealership before they sign such a covenant. All covenants required by Sections 6 and 7 shall be in forms satisfactory to Us, including, without limitation, the specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them. The failure by Franchisee to obtain the execution of the covenants required by this Paragraph 7.12 and provide the same to Us is a breach of this Agreement.

7.13 Severability: If any portion of this Section 7 is deemed unenforceable, void or voidable, as against public policy, or unreasonable in scope or terms, then the parties agree that this provision will not be unenforceable as a whole but will instead be interpreted with the maximum time and/or geographic scope and the most restrictive effect on competitive activity consistent with an enforceable provision of this nature, and the remainder of this provision, as so amended, will be of full force and effect as if originally included here.

8. TERM AND RENEWAL.

8.1 Term: This Agreement will become effective when signed by Us, and will continue for a term of five (5) years or until terminated pursuant to Section 10. If We are required by law to give You notice prior to the expiration of this Agreement and We fail to do so, then this Agreement will remain in effect from month to month until We have given the required notice.

8.2 Renewal: We will renew Your franchise, if You: (a) are not in default at the time of the expiration of this Agreement or a subsequent renewal Franchise Agreement, (b) have not been repeatedly in default under this Agreement, and (c) have demonstrated consistent and adequate adherence to the requirements of this Agreement and the Manual, as We determine at Our reasonable discretion, then You will have the option to continue the franchise relationship with Us for consecutive additional terms of five (5) years subject to the provisions of this Paragraph 8.2 and sub-parts.

8.2.1 To Exercise Renewal: Prior to expiration of the existing Franchise Agreement, You must: sign Our then current franchise agreement (which may contain material changes, including increases to the royalty and advertising fees), pay the renewal fee (see Paragraph 8.2.2 below), and exchange general mutual releases with Us of any and all claims we may have against each other, our officers, directors, employees, agents, and affiliates, Your Controlling Persons and all other persons bound by this Agreement or renewal franchise agreement, excluding any monies owed for Products and services purchased from Us or an affiliate. The releases must be in a form satisfactory to Us. Once Your franchise rights have been renewed and You have signed the current form of franchise agreement, the relationship between Us and You will then be governed solely by the provisions of the renewal franchise agreement.

8.2.2 Fee and Notice: On renewal, You will pay Us a renewal fee equal to One Thousand Dollars ($1,000). You must give Us written notice by certified mail, return receipt, or by a commercial courier or delivery service with proof of receipt, no later than six (6) months before the then-effective franchise term expires. We must receive Your renewal fee no later than two weeks prior to the expiration of this Agreement, or We may reject Your renewal.

8.2.3 Modification of Agreement: This Agreement may be modified only in writing signed by both of the parties. We reserve the right, however, to reduce the scope of the non-competition provisions or any of Your obligations, if We determine in Our discretion that the scope of such restrictions or obligations are excessive or unduly onerous. Any modification will not be deemed a waiver by Us of that provision as amended.

8.3 Non-Renewal and Continued Operation: If You do not renew Your franchise but continue to operate Your Dealership, regardless of reason, then You will be deemed to be operating under the terms of this Agreement, albeit without the right to do so and We will have all the rights and remedies available to Us under this Agreement as well as by statute and common law.

9. SALE OR TRANSFER.

9.1 Transfer by Franchisee: Your rights under this Agreement are personal to You and Your Controlling Person(s), and You cannot sell, transfer, assign, sublease, delegate or encumber this franchise, or any rights or duties arising under this Agreement, without Our prior written consent. Any unauthorized transfer by You will be voidable by Us.

9.1.1 Ownership Changes: "Transfer" is defined as any act or circumstance by which ownership or control is shifted in whole or in part from one entity or person to another, including without limitation any changes in the present ownership of the membership interest, stock, or other direct or indirect beneficial interest in the franchise, as of the effective date of this Agreement or the issuance of ownership interests of the franchise. You agree to notify Us of any change in the ownership in the Ram Jack Dealership while this Agreement is in effect. All such changes are a transfer subject to the provisions of Section 9 (and sub-parts).

9.1.2 First Right of Refusal: We have the first right to purchase, if You are offering to sell or are considering an offer to purchase this Ram Jack Dealership. Before selling this Ram Jack Dealership, in whole or in part, You agree to give Us written notice of Your intention to sell. The notice must contain an offer stating the terms of the proposed sale which are identical in terms, price and manner of payment to the bona fide written offer You received from a genuine offeror. We will have forty-five (45) days from receiving Your notice to accept or reject the offer, unless you have been terminated pursuant to the MPAR Addendum, in which case We will accept or reject the offer within 15 days of receipt of the required details.

(a) If We accept the offer, We may operate, sell, or terminate the franchise. Our failure to accept within the required time will constitute rejection. If We accept, We will have 90 days within which to fund the purchase.

(b) If We reject the offer, You will have 120 days to sell the franchise upon terms no more favorable than those offered to Us (subject to Our approval of the proposed Transferee/Franchisee pursuant to Paragraph 9.1 and sub-parts); if Your Ram Jack Dealership is not sold on those terms within that time period, then Our first right to purchase the franchise is reinstated.

9.1.3 Conditions for Approval: We reserve the right to reasonably disapprove any person or entity that would have actual, legal, or effective control over the Ram Jack Dealership, upon a sale, transfer, or change of ownership. We will approve a sale, transfer, or change of ownership only under the following conditions:

(a) Prior Compliance. If You have substantially performed Your obligations and duties under this Agreement and are not under notice of default;

(b) Payments. If We are paid all sums owed by You, under this and all other agreements, including obligations incurred but otherwise payable in the future;

(c) Release. If You agree to remain liable to Us for all obligations and events which occurred prior to the transfer and to continue to be bound by all the provisions of this Agreement which apply after the termination or transfer, and if You sign a general release of any and all claims against Us, Our officers, directors, employees, agents and affiliates;

(d) New Agreement. If the transferee meets the established standards for new Franchisees and signs a new franchise agreement with the standard terms and conditions then being offered in Your state by Us, except that the transferee will pay Us a transfer fee of Ten Thousand Dollars ($10,000.00) or our actual costs incurred, whichever is greater;

(e) Assumption of Liabilities and Warranties. If the transferee agrees to assume all liabilities and obligations, specifically including all Warranties You have issued or owe to Your customers from the prior operation of the Ram Jack Dealership, and also complies with such other reasonable requirements as We may impose;

(f) Training. Before the sale of Your Ram Jack Dealership can be final, the transferee must satisfactorily complete initial training as We deem necessary.

(g) Governmental Compliance. If the transfer is conducted in compliance with all applicable laws; and

(h) Discretion of Franchisor. Notwithstanding the above standards and requirements, the provisions will be deemed minimum standards and will not, once met, be deemed to require Us to approve any such Sale or Transfer as prima facie reasonable. We retain discretion to approve or disapprove such sale or transfer, and We may consider factors not referenced herein in making Our determination. We will exercise such power of approval reasonably.

9.2 Transfer by Franchisor: This Agreement, and the rights and obligations contained herein, may be assigned or delegated by Us, in whole or in part; if assigned in its entirety, We will give You written notice.

9.3 Death or Disability: If Your Controlling Person or Controlling Persons dies or becomes permanently disabled, You must transfer this Ram Jack Dealership to a new Franchisee within six months of the death or disabling event. We will consent to the transfer of the franchise and this Agreement, or the interest therein, to anyone meeting Our current standards for new Franchisees, including if we deem necessary a new Controlling Person who satisfactorily completes Our training program and pays Us a training fee of up to One Thousand Dollars ($1,000.00), whether such transfer is made by will or by operation of law, so long as the transferee complies with the requirements of Paragraph 9.1 and sub-parts and all conditions are met within six (6) months of the death or the disabling event, including payment of the One Thousand Dollars ($1,000.00) transfer fee. Transfers by Controlling Person or Controlling Person's executor, administrator or representative will be in writing and subject to the provisions of this Section 9.

10. BREACH, DEFAULT, AND TERMINATION.

10.1 Breach by You: If You breach or default under this Agreement under the following circumstances, We will have all rights and remedies permitted by law or equity, including the right of termination:

10.1.1 Without Notice: We may terminate this Agreement without giving advance notice and without giving an opportunity to cure for any of the following breaches or defaults:

(a) *Public Danger.* Imminent danger to public health or safety, to the extent that We may close the Ram Jack Dealership without notice to protect public health or safety, but We may terminate this Agreement only if the danger is not completely eliminated within five (5) days.

(b) *Criminal Acts.* Your conviction or plea of guilty or no contest to a felony o tor any other criminal misconduct relevant to the operation of the Ram Jack Foundation Solutions Dealership.

(c) *Ceasing to do Business.* Failure to operate the Ram Jack Dealership continuously, failure to answer telephone calls, including not returning customer telephone calls and inquiries, or failure to respond to Us, customers or vendors by approved means of communication within no less than 5 business days or otherwise as required by the Manual (except for holiday closures with written notice to Us and public notices posted in compliance with current standards) with Our prior written approval or for causes completely beyond Your control.

(d) *Unapproved Transfer.* An attempted transfer in violation of the provisions of this Agreement.

(e) *Voluntary Bankruptcy.* If You make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated as bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for You or the operation of the Ram Jack Foundation Solutions Dealership.

(f) *Involuntary Bankruptcy.* If proceedings are commenced to have You adjudicated a bankrupt or to seek a reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within thirty (30) days, or a trustee or receiver is appointed for You or the Ram Jack Dealership without Your consent and the appointment is not vacated within fifteen (15) days.

(g) *Liens.* Levy of a writ of attachment or execution or the placement of other liens against You or any of Your assets which are not released or bonded against within ten (10) days.

(h) *Insolvency.* The insolvency of You or any guarantor in either the bankruptcy or equitable sense.

(I) *Repeated Breaches.* Any breach or default for which notice has been given and whether or not cured, which is repeated 3 or more times in any twelve (12) month period and is not otherwise listed in this subparagraph 10.1.1.

(j) *Misrepresentation.* Any misrepresentation to Us in connection with obtaining the Franchise Agreement.

(k) *Lapsed Insurance.* If the insurance required by Paragraph 6.2 lapses and is not reinstated or replaced within fifteen (15) days of the policy's lapse.

(l) *Operating While Uninsured.* If You perform any System services while You do not have the insurance required by Paragraph 6.2.

(m) *Breach of Other Agreements.* Any breach or default by You of any other agreement or obligation owed to Us which is not cured within any permitted period for cure.

(n) *Use of Competing Products.* If You use any steel manufactured products during the term of this Agreement that compete with the Products or that violate paragraph 6.1.4 of this Agreement.

(o) *Uncured Breach of the Minimum Purchase and Advertising Addendum.* If You breach the Minimum Purchase and Advertising Addendum and fail to cure by its terms.

10.1.2 We May Terminate After 10 Days Notice: Unless otherwise specified in this Agreement, We may terminate this Agreement ten (10) days after giving You written notice specifying any of the following defaults or breaches by You if it remains uncured at the end of the ten (10) day period, (except that if a complete cure of a breach other than subparagraphs (a)and (b) will require more than ten (10) days due to circumstances beyond Your control, then We may not terminate so long as reasonable steps toward a cure have been initiated and a complete cure results in a timely manner):

(a) *Failure to Pay Monies Owed.* Failure to pay when due any sum owed to Us under this Agreement or any open account or other agreement or obligation with Us, Our affiliates or vendors.

(b) *Jeopardizing the Ram Jack Mark or System.* Any misuse of the Ram Jack name, Marks, or confidential information, or conduct which reflects unfavorably upon the operation and reputation of the Franchise System, including but not limited to nonpayment or chronically dissatisfied customers.

(c) *Licensing.* Your failure to obtain or maintain permit or license necessary for the operation of Your Ram Jack Foundation Solutions Dealership.

(d) *Unapproved Products or Supplier.* You may not use or sell products that are not approved or are obtained from an unapproved source.

(e) *Inadequate or Defective Service.* Within twelve calendar months, You twice install a foundation support or repair that does not materially meet Our published standards and/or the installation fails and You do not remedy the problem within 90 days of knowing of the defective installation, regardless of whether You have received written notice.

(f) *Conflict of Interest.* You engage in any business or other activity that conflicts with Your obligations under this Agreement, including without limitation owning, operating representing or other involvement in another business that provides foundation repair or support services or otherwise uses products and/or systems competing with our Proprietary Products.

10.1.3 We May Terminate After 30 Days Notice: Unless otherwise specified in this Agreement, We may terminate this Agreement thirty (30) days after giving You written notice to cure any default for Your failure to comply with the requirements of this Agreement, the mandatory rules, regulations, standards and procedures of the operation as may be specified in the Operations Manual and from time to time by Us otherwise in writing, if the default remains uncured at the end of the thirty (30) day period.

10.2 Waiver: Neither Your nor Our waiver of a breach or default by the other, or by other Franchisees, nor delay or failure to exercise any right upon breach or default, nor acceptance of any payment, will impair rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice will not preclude the later assertion of other additional defaults or breaches.

11. RIGHTS AND DUTIES UPON TRANSFER OR TERMINATION.

In addition to the rights and duties specified elsewhere in this Agreement, immediately upon the expiration, transfer, or termination of this Agreement for any reason:

11.1 All Payments Immediately Due: You must immediately pay all money You owe Us.

11.2 Franchise Revoked: All rights and licenses we granted You under this Agreement will terminate.

11.3 Equipment and Supplies: You must stop using all Intellectual Property, including Our Marks, the Operations Manual, signage, printed materials or any other item containing Our Proprietary Marks, as well as all Proprietary Products and any other items pertaining to the Franchise System and the Ram Jack Dealership; and You will deliver them to Us or to an approved transferee or upon Our instructions, or destroy the same as We may direct. You must completely remove all signs, vehicle and trailer wraps, trademarks and other indicia that identify it with the Ram Jack System. For any other proprietary items that You have purchased from Us or any Affiliate, We will reimburse You at the fair market value, provided reimbursement will in no event exceed 60% of original price, so long as they are in like new, resalable, unused and unexpired condition.

11.4 Telephone: You will cease using all telephone numbers and listings used in connection with the Ram Jack Foundation Solutions Dealership, transfer all numbers and listings to Us, an approved transferee or any entity designated by Us and promptly direct and authorize the telephone company to make the transfers or, if We so direct, to disconnect the numbers completely.

11.5 Power of Attorney: You irrevocably appoint Us as Your attorney-in-fact to sign in Your name and on Your behalf all documents necessary to discontinue Your use of the Proprietary Marks, specifically including the trade name and trademarks "Ram Jack," "Ram Jack Foundation Solutions" and/or "Ram Jack Foundation Solutions and Design" Marks in all forms and media and also with respect to all governmental agencies, vendors, utilities and other service providers such as directory listings and referral services, and to discontinue Your use of the "Ram Jack" marks in any form including as part of a domain name. Concurrent with signing this Agreement You are signing a Special Limited Power of Attorney in the form attached as Exhibit B, authorizing Us to take any action We deem necessary to protect the Proprietary Marks.

11.6 Continuing Covenants: You will continue to be bound by all the provisions of Paragraphs 6.3.8 and 6.3.9 (and sub-parts) and Paragraph 6.3.10.

11.7 Notice of Election: Our election to exercise any or all of those rights enumerated in this Section 11 will be made in writing to Your last business address, or such other address last specified in Paragraph 13.6 below.

11.8 De-Identification: On termination or expiration, You agree that You will not directly or indirectly identify Yourself or any business as a current or former Franchisee of Ours, nor use or disseminate any design, Mark, operations, signs or other commercial symbol suggesting a connection with Us. Regardless of Our exercise of any option or right under Section 11 above (including subparts), You will immediately take all actions necessary to cancel all fictitious name registrations, remove any vehicle signage, and any directories or listings reflecting Your use of the Ram Jack name or mark.

12. INDEPENDENT BUSINESS

12.1 Independent Business Status: You are an independent business, responsible for exercising full control over the day-to-day operations of Your Ram Jack Foundation Solutions Business. This Agreement does not create a relationship of principal and agent, joint venture, partnership or employment. You will not act or represent Yourself, directly or by implication, as Our agent or of any other Franchisee of Ours. You will not create or attempt to create any obligation on behalf of or in Our name or any other Franchisee of Ours.

12.2 Control. Except as specified by this Agreement, the Manual and those standards that We deem necessary to maintain the integrity and goodwill of the Marks and the System, We have no right to control the time, place, manner or method in or by which You operate Your Business.

12.3 Employees and Assistants. You may hire assistants at Your own cost to help deliver or fully deliver the duties contemplated in this Agreement, so long as they are under Your supervision and are lawfully hired.

12.4 Tax Payments and Withholding. Since neither You nor Your employees are Our employees, We are not obligated to, nor will We, perform any of the following duties for Your benefit or any of Your employees.

12.4.1 Withhold federal, state or local income tax, sales tax or payroll tax of any kind, including FICA (Social Security), from Franchisee's payments;

12.4.2 Make unemployment insurance contributions to the state or federal government; or

12.4.3 Obtain worker's compensation insurance.

You further acknowledge that You are liable for Your own federal, state and local income and taxes and federal employment taxes related to income received under this Agreement. You are also solely responsible to report and pay all applicable sales tax.

12.5 Benefits. Since neither You nor Your employees are Our employees, it is expressly understood and agreed between us that You and Your employees shall not receive and have no claim to any benefits or other compensation, including, but not limited to, any employer pension, profitsharing, health insurance, or other fringe benefit plan currently paid by Us to Our employees or hereafter declared by Us for the benefit of Your employees.

12.6 Worker's Compensation Insurance. Since neither You nor Your employees are Our employees, and since You the franchisee and We the franchisor, are separate businesses, You may elect to provide worker's compensation insurance for Your assistants, employees and agents. You shall hold harmless and indemnify Us for any and all claims arising out of any injury, disability or death of Your assistants, employees or agents. In addition, if We so request, You will provide proof of such insurance and, as requested, compliance with the laws applicable to Your Dealership

12.7 Liability for Costs and Expenses. You will pay and be responsible for all costs You incur relating to, or in connection with, the performance and duties under this Agreement. These costs include, but are not limited to, costs of overhead, all costs relating to equipment necessary to the performance and service hereunder; salaries of any assistants hired; bills and travel associated with performance of duties hereunder; fees, fines, licenses, bonds or taxes required of, or imposed against You; and all Your other costs of doing business or in connection with the performance of such duties.

12.8 Reimbursement for Fraud and Negligence. You agree to reimburse Us for all damages, costs and expenses We incur, including attorney's fees and expenses, as a result of Your fraud or gross negligence in completion of Your obligations under this Agreement.

12.9 Incurring Profit or Loss. By signing this Agreement, You acknowledge that You may incur either a profit or a loss. Any loss You incur shall not be reimbursed by Us, nor shall We be responsible in any way for the payment of any losses or debts You incur in connection with this Agreement.

13. INTERPRETATION.

13.1 Integration and Amendments: This Agreement constitutes the entire agreement of the parties into which all prior negotiations, commitments, representations and undertakings with respect of the subject matter hereof are merged. There are no oral or other written understandings or agreements between the parties relating to the subject matter of this Agreement. NOTHING IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS WE MADE IN THE FRANCHISE DISCLOSURE DOCUMENT. This Agreement may only be changed by a written document signed by both parties, with the sole exception of amendments to the Agreement made pursuant to Paragraph 8.2.3.

13.2 Choice of Law and Forum: This Agreement will be construed under the laws of the state of Oklahoma. Any legal action concerning this Agreement will be brought exclusively in a court of competent jurisdiction, in Pontotoc County, State of Oklahoma. You waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision and waive any objection to such jurisdiction. Notwithstanding the foregoing, We may bring an action for a temporary restraining order, temporary or preliminary injunctive relief, or to litigate matters not subject to, or excluded by Us from, arbitration, in any federal or state court of general jurisdiction in the state in which You reside or in which the Ram Jack Dealership is located.

13.3 Construction of Language: The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires; if more than one party or persons are referred to as You, their obligations and liabilities will be joint and several. Headings are for reference purposes and do not control interpretation.

13.4 Successors: References to We and You include successors, assigns, or transferees of both parties.

13.5 Severability: If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that provision will be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement will continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to Us or protection of the Ram Jack Systems or trade secrets is declared invalid or unenforceable, then We at Our option may terminate this Agreement upon written notice to You.

13.6 Notices. All notices, requests, demands, and reports to be given under this Agreement are to be in writing, delivered by hand, or certified or registered mail (except that regular quarterly and annual reports from You may be sent by regular mail) to the following addresses (which may be changed by written notice):

Franchisor:	*Franchisee:*
Ram Jack Systems Distribution, LLC	____________________
13655 CR 1570	____________________
Ada, OK 74820	____________________
Attention: Steven Gregory	Attention: ____________

Notice by mail will be considered given on the third (3rd) business day after mailing or upon actual receipt, whichever is earlier. Any individual Franchisee, general manager, guarantor, or substantial beneficial owner will be conclusively deemed to have personally received any notice sent by Us pursuant to or in connection with this Franchise Agreement, related documents and agreements between the parties, or the Ram Jack Business, by mailing notice to Your address established pursuant to this Paragraph, whether addressed to a Controlling Person or to the entity executing this Agreement as Franchisee.

13.7 Modification of Agreement: This Agreement may be modified only in writing signed by both of the parties. We reserve the right, however, to reduce the scope of the non-competition provisions or any of Your obligations, if We determine in Our discretion that the scope of such restrictions or obligations are excessive or unduly onerous. Any modification will not be deemed a waiver by Us of that provision as amended.

14. ENFORCEMENT.

14.1 Execution of Documents: The parties agree to sign and deliver all documents necessary or appropriate to carry out the purposes and intent of this Agreement.

14.2 Dispute Resolution: The parties acknowledge that, during the term of this Agreement, certain disputes may arise between the parties, and that the parties will make every attempt to resolve the dispute using the following methods:

14.2.1 Negotiation: The parties will attempt to resolve promptly any controversy or claim arising out of or relating to this Agreement or any other agreement entered into pursuant to this Agreement by negotiating in good faith; and

14.2.2 Mediation: If the parties are unable to resolve a controversy or claim through negotiation, they agree that either party then has the right, prior to commencement of litigation to require that the dispute between them first be submitted for mediation to the Mediation Organization identified in Paragraph 14.2.3 below. The mediator will be agreed upon by the parties, and the mediation will take place in Pontotoc County, Oklahoma with the cost of the mediation shared equally by the parties.

14.2.3 Mediation Organization: If, after attempted negotiation, either party elects to refer any dispute to mediation, it must be referred to the professional dispute resolution organization that We select ("the Mediation Organization"). The dispute will be conducted pursuant to the Mediation Organization's commercial mediation rules and heard by one mediator.

14.2.4 Legal Proceedings: You will not institute any legal or administrative proceeding for claims arising out of a dispute relating to Our franchise relationship or pursuant to this Agreement without first attempting to resolve the dispute through negotiation and non-binding mediation. If the dispute is not resolved through negotiation or mediation pursuant to Paragraphs 14.2.1 and 14.2.2 above, then either of Us may initiate litigation in Pontotoc County, Oklahoma, in accordance with Paragraph 13.2 above.

14.2.5 Disputes Excluded: In Our sole discretion, the requirements to mediate under this Paragraph 14.2.4 will not apply to disputes involving Our rights under all or part of Paragraph 6.3 and sub-parts as set out in this Agreement, for which We may seek not only injunctive relief as set out in Paragraph 14.3 below, but may also litigate the entire dispute in a court of competent jurisdiction having venue in Pontotoc County, Oklahoma.

14.3 Injunctive Relief: If either party breaches or threatens to breach this Agreement, the non-breaching party will immediately be entitled to injunctive relief (including a temporary restraining order, preliminary injunction, and specific performance) without showing or proving any actual damage sustained and will not thereby be deemed to have elected its remedies. You specifically understand and agree that We may incur incalculable and irreparable damage from any violation of Paragraphs 6.3, 7.8, 7.9, 11.2 , 11.5 or 11.6, and that We have no adequate remedy at law and are entitled to injunctive relief, including specific performance, for any actual or threatened violation.

14.4 Attorneys' Fees: If either party institutes legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party will be entitled to recover all its reasonable expenses, including attorneys' fees, costs, and other expenses reasonably and necessarily incurred.

14.5 Waiver of Jury Trial; Limitations of Claims: WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US. Except for claims arising from Your nonpayment or underpayment of amounts You owe Us pursuant to this Agreement, any and all claims arising out of or relating to this Agreement or Our relationship with You will be barred, unless a judicial proceeding is commenced within two (2) years from the date on which the party asserting such claim knew or should have known of the facts giving rise to the claims.

15. REPRESENTATIONS, APPROVAL AND GUARANTEES OF EQUITY HOLDERS.

If You are a Corporate or other business entity franchisee then Your Controlling Persons must: a) own one hundred percent (100%) of the interests in You, b) agree to furnish the financial information required, c) agree to the restrictions placed on them (including restrictions on the transfer of their interests in the franchise and limitations on their ability to compete), and d) sign a separate written guarantee of Your payments and performance under the terms of this Agreement, which is attached hereto as Exhibit F. The shareholders, members or other equity holders and any other parties executing guarantees will be considered "Franchisees" within the context of the definitions in Paragraph 1.2 hereof and agree to be bound by all the terms of this Agreement.

You represent that, as of the execution of this Agreement, the equity and voting control of You, as the party to this Agreement, is as shown in Exhibit D, which is attached to and made a part of this Agreement. You will submit to Us before any proposed transfer of an equity or voting interest, and at any other time upon request, a list of all holders of direct or indirect equity or voting interests of record reflecting their respective present and/or proposed direct or indirect interests in You, in the form that We may require. In addition, You will provide Us with Your governing documents, evidence of authority and written ratification of this Agreement by an appropriately adopted corporate resolution.

If Your Business Entity has not yet been formed, then You will complete formation and submit Your governing documents to Us within 30 days of Your Controlling Person signing this Agreement on Your behalf.

16. YOUR REPRESENTATIONS TO US.

WE HAVE NOT MADE ANY REPRESENTATIONS, PROMISES, GUARANTEES OR WARRANTIES OF ANY KIND EXCEPT AS SPECIFICALLY SET OUT IN THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT YOU HAVE RECEIVED.

_________**INITIAL HERE**

YOU UNDERSTAND THAT YOUR SUCCESS AS A FRANCHISEE WILL BE DEPENDENT UPON YOUR OWN EFFORTS AND JUDGMENTS, AND THE SERVICES OF THOSE YOU EMPLOY.

_________**INITIAL HERE**

YOU HAVE NOT RECEIVED AND DO NOT RELY UPON ANY VERBAL OR WRITTEN INFORMATION, WHETHER FROM US OR OUR REPRESENTATIVES, FRANCHISEES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS WHICH IS NOT REFLECTED IN THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT.

_________**INITIAL HERE**

YOU HAVE NOT RECEIVED AND DO NOT RELY UPON ANY REPRESENTATIONS CONCERNING SALES VOLUME, INCOME, PROFITS, OR SUCCESS OF THE FRANCHISE DEALERSHIP WHICH IS THE SUBJECT OF THIS AGREEMENT. ANY ESTIMATES PREPARED OR PRESENTED BY US OR OUR FRANCHISEES OR AGENTS ARE ACKNOWLEDGED TO BE A ROUGH ESTIMATE ONLY AND NOT A GUARANTEE OF THE PERFORMANCE OR SUCCESS OF ANY GIVEN FRANCHISE DEALERSHIP.

_________**INITIAL HERE**

17. ACKNOWLEDGMENTS; INDEPENDENT EVALUATION:

YOU UNDERSTAND AND AGREE THAT WE HAVE NO OBLIGATION TO ACCEPT THIS APPLICATION AND MAY REFUSE TO GRANT YOU A FRANCHISE FOR ANY REASON, OR NO REASON, WITHOUT DISCLOSING THE BASIS FOR OUR DECISION. YOU ACKNOWLEDGE THAT UNLESS AND UNTIL WE NOTIFY APPLICANT IN WRITING THAT THE FRANCHISE HAS BEEN GRANTED, APPLICANT IS NOT A FRANCHISEE AND MAY NOT RELY UPON BECOMING A FRANCHISEE.

_________**INITIAL HERE**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT. YOU HAVE CONDUCTED YOUR OWN DETAILED INQUIRY INTO THE RAM JACK FOUNDATION SOLUTIONS AND RELATED SERVICES BUSINESS WHICH IS THE SUBJECT OF THIS AGREEMENT AND HAVE CONSULTED OR HAD AMPLE OPPORTUNITY TO CONSULT WITH PROFESSIONALS AND EXPERTS, INCLUDING BUT NOT LIMITED TO LEGAL COUNSEL, ACCOUNTANTS, AND BUSINESS ADVISORS.

_________**INITIAL HERE**

RECENTLY DEVELOPED FRANCHISE CONCEPT: YOU AGREE THAT WE HAVE DISCUSSED AND THAT YOU UNDERSTAND THAT WE ARE A NEWLY FORMED AS A FRANCHISE AND ARE STILL IN THE PROCESS OF DEVELOPING AND REFINING BOTH OUR BUSINESS MODEL AND OUR FRANCHISE SYSTEM. ANY NEW BUSINESS VENTURE IS A RISK AND YOU HAVE CAREFULLY CONSIDERED ALL THE CIRCUMSTANCES OF THIS NEW FRANCHISE OPPORTUNITY BEFORE SIGNING THIS AGREEMENT AND COMMITTING TO THIS BUSINESS.

_________**INITIAL HERE**

[Balance of page intentionally blank]

18. SIGNATURES.

This Agreement is not effective until completed and signed by Us:

THIS AGREEMENT WILL TERMINATE ON August________ , 20__, unless ended or terminated sooner pursuant to its terms.

"You": ______________________________
A ___________________________________
(Type of Entity and State Where Formed)

By: _________________________________
Title/Name: __________________________
Dated: ______________________________

By: _________________________________
Title/Name: __________________________
Dated: ______________________________

"We"
Ram Jack Systems Distribution, LLC

By: _________________________________
Dated: ______________________________

Exhibit A to Franchise Agreement		
Ram Jack Foundation Solutions		
	Ram Jack Foundation Solutions Franchise Fee	$30,000.00
	Initial Package Includes:	
	Exclusive Ram Jack Foundation Solutions Territory	
	Initial Training in Foundation Repair	
	Initial Training in Sales	
	Engineering Support	
	Technical training at Ram Jack headquarters or Mentoring location and hands on technical training on location for first job	
	Business, Sales, and Marketing Support	
	Operations Manual	
	Ram Jack "Ramblings" Newsletter	
	Order Forms	
	Price Sheet	
	Product Catalog	
	Assistance at First Tradeshow	
	Cloud Based Software:	
	Ram Jack CRM	
	Wall Load Calculator	
	Pile Capacity Calculator	
	Ram Jack Foundation Solutions Software (Engineering)	
	Marketing Kit:	
	Engineer PowerPoint Presentation	
	Sales PowerPoint Presentation	
	Pay Per Click Web Page	
	National Website Listing	
	Design Template for Vehicle and Trailer graphics	
100	8-Page Brochures	
100	Flyers - Helical vs. Concrete	
100	Flyers - New Construction	
100	Pocket Folders	
100	Tri-Fold Brochures	
1	Engineer Manual	
	Media Kit:	
1 Set	TV Ad(s) Customized	
1 Set	Newsprint Ad(s) Customization	
1 Set	Magazine Ad(s) Customization	

EXHIBIT B to FDD

Exhibit B to Franchise Agreement

Special Limited Power of Attorney

LIMITED IRREVOCABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Ram Jack Dealer (Dealer) does hereby irrevocably constitute and appoint RAM JACK SYSTEMS DISTRIBUTION, LLC., a Texas limited liability company (Ram Jack), the true and lawful attorney-in-fact and agent for Dealer and in Dealer's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Ram Jack, may be necessary or advisable for the sole purpose of assigning to Ram Jack all of Dealer's right, title and interest in and to any and all web sites, web pages, listings, banners, URLs, advertisements, or any other services and links related to Dealer's business or use of Ram Jack's trademarks, service marks or other logos, on or with the Internet, World Wide Web, Internet service providers, electronic mail services, communication providers, including but not limited to all telephone related services, search engines or other similar services. Ram Jack shall have the authority to execute and deliver on Dealer's behalf any and all documentation required by the applicable company, the Internet, utility, and regulatory agency, or other provider of services to Dealer to transfer, modify or cancel such services, listings, or links. Dealer hereby grants unto Ram Jack full power and authority to do and perform any and all acts and things which, in the sole discretion of Ram Jack, are necessary or advisable to be done as fully to all intents and purposes as Dealer might or could itself do, hereby ratifying and confirming all that Ram Jack may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Dealer has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Ram Jack will be required to ascertain the authority of Ram Jack, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Ram Jack. Any person, firm or corporation dealing with Ram Jack shall be fully protected in acting and relying on a certificate of Ram Jack that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Dealer will not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Dealer by Ram Jack will be deemed to include such a certificate on the part of Ram Jack, whether or not expressed. This paragraph will survive any termination of this Power of Attorney.

This power of Attorney will terminate three (3) years following the expiration or termination of that certain Franchise Agreement dated evenly herewith by and between Ram Jack and Dealer. Termination or expiration, however, will not affect the validity of any act or deed that Ram Jack may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with an interest. It is executed and delivered in the State of Oklahoma and the laws of the State of Oklahoma and will govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the ___ day of _________, 20___.

DEALER:

. . . .
[Name of Dealer]

By:________________________________

Its:________________________________

STATE OF ___________,
COUNTY OF ___________, Ss.

On ____________________, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ______________________, who acknowledged that they are the Dealer or authorized officer, member, or agent in the foregoing Power of Attorney, and that as such officer, member or agent, being authorized to do so, executed the same as their voluntary act, for and on behalf of said Dealer, for the purposes therein contained.

WITNESS my hand and official seal.

____

NOTARY PUBLIC

EXHIBIT C
TO PARAGRAPH 4.1 of FRANCHISE AGREEMENT
APPROVED PREMISES; EXCLUSIVE TERRITORY

This Exhibit is signed as an amendment to the Franchise Agreement between Ram Jack Systems Distribution, LLC ("We" or "Us") and ____________________ ("You") and is incorporated and made a part of that Agreement.

A. Your Ram Jack Foundation Solutions Dealership will be operated from the following Location:

B. We will not locate or operate another Ram Jack Foundation Solutions Dealership within Your Exclusive Territory which is described below and further delineated on the map attached hereto as Exhibit D-2:

Agreed on the date signed by the parties below.

You: ____________________________________
Dated:__________

By: ____
Name:
Title:

Ram Jack Systems Distribution, LLC

Dated: ____________________________________

By: ____
Name:
Title:

Exhibit D to Franchise Agreement
between
Ram Jack Systems Distribution, LLC and ____________________

ACKNOWLEDGMENT & REPRESENTATION
REGARDING CONTROLLING PERSONS of FRANCHISEE

You warrant and represent that You are a business entity formed in the state of California and that the following persons own, either legally or beneficially, all of the voting control of You:

Name	Type of Ownership (legal or beneficial)	Percentage of Ownership
1.		
2.		
3.		
4.		

You are a corporation/limited liability company/limited partnership (circle one) formed on _______________(date) in _____________________(state).

You acknowledge that a) We are relying on these representations as a material inducement and basis for entering into this Agreement; b) the information set forth above is true and correct and c) there is no information omitted which, if disclosed, would alter or qualify the information provided in this Exhibit E.

The Controlling Person(s) You have designated as Your Business Entity Representative(s) authorized to enter into binding agreements with Us now and until otherwise notified in writing are listed below:

1. ______________________________
2. ______________________________

You: ______________________________________
(Print Entity Name)

By:____
Print Name & Title:______________________________

Date:____

EXHIBIT E TO FRANCHISE AGREEMENT

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT is entered into by and between the parties: Ram Jack Systems Distribution, LLC(**Franchisor**), ____ (**Dealer**), a [corporation] [partnership] [limited liability company] organized under the laws of the State of __________________, and __________________________________ (**Owner**), an individual resident of the State of ________________.

RECITALS:

1. Pursuant to a Franchise Agreement dated ______________ (the **Franchise Agreement**), Franchisor is granting Dealer a franchise to operate a foundation repair and support business using patented hydraulically driven steel piering systems including equipment/tools/products/apparatus and methods of foundation repair (the **Franchise**), using Franchisor's unique franchise system and Franchisor's trade name and service mark Ram Jack and other proprietary marks; and

Owner is the owner of 100% of the total outstanding voting stock of Dealer; and [Use with a corporation]]

[*or* Owner is the ______________________________ [*President, Vice President, Treasurer, Secretary, or other officer*] of Dealer;] [Use with only an officer or both officer and shareholder]

[*or* Owner is the owner of a ________% membership interest in Dealer;] [Use with a Limited Liability Company]]

2. Franchisor has expended substantial amounts of time and money in developing the Marks (as hereinafter defined) and Franchisor's distinctive franchise system, including, without limitation, patented hydraulically driven steel piering products and methods of installation, foundation repair systems techniques and trade secret processes, unique sales and marketing methods, pricing techniques, financial information, all of which Owner acknowledges to be confidential and proprietary information; and

3. In connection with the operation of the Franchise, Owner will have access to such confidential and proprietary information; and

4. As a condition precedent to granting the Franchise to Dealer, all shareholders, officers, partners, or members of Dealer must execute the covenants contained in this Agreement;

AGREEMENT:

As additional consideration and inducement for granting the Franchise to Dealer, Owner hereby agrees and covenants to Dealer and Franchisor as follows:

1. Confidentiality. Owner acknowledges the proprietary and confidential nature of Franchisor's Pre-Opening and Operations Manuals, instructional materials and other trade secret systems and products, that Dealer receives on loan or otherwise from Franchisor for the term of the Franchise Agreement, unique sales and marketing methods, promotional materials, new product development, financial information, procedures for the efficient operation of a franchise, and any other methods, procedures, processes, techniques, information, knowledge, or know-how concerning Franchisor's franchise system or Dealer's Franchise in particular that may not be commonly known to the public or to Franchisor's or Dealer's competitors and that Franchisor or Dealer have identified or may identify as proprietary and confidential information

(**Trade Secrets**). Owner shall use such Trade Secrets solely for Dealer's benefit and shall not, during the term of the Franchise Agreement or at any time thereafter, communicate, divulge, or use any Trade Secrets to or for the benefit of any other person, entity or organization.

2. Proprietary Marks. Owner acknowledges Franchisor's right, title, and interest in and to the service mark *Ram Jack* and *Ram Jack Foundation Solutions*, Franchisor's stylized "Ram Jack" logo, and certain other proprietary service marks, logos, symbols and trade names presently used by Franchisor or that Franchisor may hereafter use or provide for use by Dealer, and the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in Franchisor's franchise system (the **Marks**). Owner further acknowledges that any use of the Marks outside the scope of the Franchise Agreement without Franchisor's prior written consent would be an infringement of Franchisor's rights in the Marks. Owner expressly covenants that he/she shall not, directly or indirectly, commit an act of infringement or contest, or aid in contesting, the validity or ownership of the Marks or take any other action in derogation of the Marks during the term of the Franchise Agreement or after the expiration or termination thereof.

3. Restrictive Covenant. Owner covenants that, during the term of the Franchise Agreement, Owner will not directly, nor as a beneficial owner, investor, partner, director, officer, employee, independent contractor, representative, or agent, nor through a family member or other agent, control, own, provide consulting services for, benefit from or engage in any business offering the installation and repair of foundation systems, related supplies, equipment or other items, related products or any other System services and products then being offered by Franchisor, or by Ram Jack franchises (whether for purchase or are offered without charge as a premium) either as an independent business, in a Foundation Repair format in any capacity, as a dealer, licensee, franchisee or as a franchisor, except pursuant to a franchise agreement signed by Franchisor.

Owner agrees that this restrictive covenant will bind Owner in all capacities, including as an independent business, shareholder, director, advisor, franchisee, licensee, employee, agent or consultant, as a beneficial owner, investor, partner, officer, independent contractor, representative, or agent, or directly or indirectly through a family member anywhere ("Related Parties"), so long as the Franchise Agreement or any successor agreement is in place or the Owner or Related Parties are operating a Ram Jack dealership.

This restriction shall not apply to the beneficial ownership by Owner of less than five percent (5%) of the outstanding equity securities of any corporation whose securities are registered under the Securities and Exchange Act of 1934.

4. Remedies. Owner acknowledges that his/her violation of any of the covenants contained in this Agreement would result in irreparable injury to Franchisor and Dealer, for which no adequate remedy at law may be available, and accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorney fees incurred by Franchisor or Dealer in obtaining an injunction enjoining any conduct by Owner prohibited by the terms of this Agreement and without bond. This remedy shall be in addition to any and all other remedies that may be available to Franchisor or Dealer.

5. Severability. The parties agree that each of the covenants contained in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision, Owner expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Agreement.

6. Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

7. Construction. The parties agree that this Agreement shall be deemed to have been entered into in, and shall be governed by and construed in accordance with the laws of, the State of ____state in which Dealer is located________.

8. Jurisdiction. The parties agree that any action based upon this Agreement brought by any party or third party beneficiary hereto against any other party hereto may be brought within the State of Oklahoma in the judicial district in which Franchisor has its principal place of business, and hereby consent to the exercise of personal jurisdiction by any such court and waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

9. Legal Expenses. If a dispute arises under this Agreement, the prevailing party shall be entitled to recover its expenses, including reasonable attorney and accountant fees, in addition to any other relief to which it may be found entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused it to be executed by their duly authorized representative, as of the dates set forth below.

Dealer:

Date: ____________________

By:__________________________________

Its : _________________________________

Owner:

Date: ___________________

By:____________________________________

Print Name: __________________________

Date: ___________________

____

Print Name: __________________________

Franchisor:

Ram Jack Systems Distribution, LLC

Date: ___________________

By: ______________________________

Its ______________________________

Exhibit F to FRANCHISE AGREEMENT

BETWEEN

Ram Jack Systems Distribution, LLC

AND

____

PERSONAL GUARANTY OF FRANCHISEE

In consideration of, and as a material inducement to, the execution of the Ram Jack Franchise Agreement (the "Agreement") dated the __day of ________,20___, by Ram Jack Systems Distribution, LLC,. ("Ram Jack), and ________________________ ("Franchisee"), and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the undersigned (the "Guarantor" whether one or more) guarantees by this guaranty (this "Guaranty") to Ram Jack Systems Distribution, LLC, the full and timely payment of and performance by Franchisee of every payment, covenant, agreement and undertaking on the part of Franchisee (the "Obligations") contained and set forth in the Agreement and further agrees to be personally bound by the provisions of Paragraphs 6.3 (and sub-parts), 7.5, 7.6 (and sub-parts), 7.7, 7.8, 7.9, 7.12 and Sections 13 and 14 of the Agreement.

Ram Jack Systems Distribution, LLC, its successors and assigns, may without notice to the Guarantor and as often as Ram Jack Systems Distribution, LLC chooses (a) resort to the Guarantor for payment of any of the Obligations, whether or not it or its successors have resorted to any property securing any of the Obligations or proceeded against any other of the Guarantor or any party primarily or secondarily liable on any of the Obligations, (b) release or compromise any Obligation of any Guarantor under the Agreement or any Obligation of any party or parties primarily or secondarily liable on any of the Obligations, and (c) extend, renew or credit any of the Obligations for any period (whether or not longer than the original period); alter, amend or exchange any of the Obligations; or give any other form of indulgence, whether under the Agreement or not. This Guaranty is an absolute and irrevocable guarantee of payment and performance and not collectability and is not conditioned nor contingent upon any attempt to collect from any person or entity or resort to any other remedies.

The Guarantor also waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices, including notice of acceptance of this Guaranty; notice of all contracts and commitments; notice of the existence or creation of any Obligations under the Agreement and of the amount and terms of the Agreement; and notice of all defaults, disputes or controversies between Franchisee and Ram Jack, LLC resulting from the Agreement or otherwise, and the settlement, compromise or adjustment of the Agreement. The Guarantor waives all requirements that Ram Jack Systems Distribution, LLC institute any action or proceeding, or exhaust any or all of Ram Jack Systems Distribution, LLC's rights, remedies or recourse against Franchisee or anyone else as a condition precedent to bringing an action against any or all Guarantors under this Guaranty, it being expressly agreed that the liability of each Guarantor under the Agreement will be primary and not secondary. The Guarantor waives any defense arising by reason of any disability, insolvency, lack of authority or power, death, insanity, minority, dissolution or any other defense of Franchisee, any Guarantor or any other surety or guarantor of the Obligations of Franchisee pursuant to the Agreement. Guarantor agrees that s/he will remain liable on this Guaranty regardless of whether Franchisee or any other person is found not liable pursuant to the Agreement for any reason.

The Guarantor agrees to pay all expenses paid or incurred by Ram Jack Systems Distribution, LLC in attempting to enforce the Agreement and this Guaranty against Franchisee and against the Guarantor and in attempting to collect any amounts due under the Agreement and under this Guaranty, including reasonable attorney's fees if the enforcement or collection is by or through an attorney. Any waiver, extension of time or other indulgence granted by Ram Jack Systems Distribution, LLC, its agents, its successors or assigns, as to the Agreement, will in no way modify this Guaranty, which will be continuing, absolute, unconditional and irrevocable.

Each Guarantor agrees that all rights, remedies and recourse afforded to Ram Jack Systems Distribution, LLC by reason of this Guaranty, or otherwise, (a) are separate and cumulative and may be pursued separately, successively or concurrently, as the occasion will arise, and (b) are non-exclusive and will in no way limit or prejudice any other legal or equitable right, remedy or recourse which Ram Jack Systems Distribution, LLC may have.

This Guaranty will be governed by and construed in accordance with the laws of the State of Oklahoma. This Guaranty is intended to be performed in accordance with, and to the maximum extent permitted, by the laws of the State of Oklahoma. If any provision of this Guaranty or its application to any person or circumstance will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Guaranty nor the application of that provision to any other persons or circumstances will affect the invalidity, but rather the Guaranty will be enforced to the greatest extent permitted by law. Venue for any litigation for the enforcement of this Guaranty and the collection of any sums due under this Guaranty will lie in a court of competent jurisdiction in Pontotoc County, Oklahoma.

If this Guaranty is executed by more than one party, it is specifically agreed that Ram Jack Systems Distribution, LLC may enforce the provisions of this Guaranty against one or more of the parties without seeking to enforce this Guaranty as to all or any other party to this Guaranty and each Guarantor waives any requirement of joinder of all or any other of the parties to this Guaranty in any suit or proceeding to enforce the provisions of this Guaranty.

If more than one person has executed this Guaranty, the term "the Guarantor," as used in this Guaranty will refer to each person, and the liability of each of the Guarantors under this Guaranty will be joint and several and primary as sureties.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty effective as of the date of the Agreement.

"Guarantor"

By: ______________________________	Witness: __________________________
Name: ___________________________	Name: ___________________________
By: ______________________________	Witness: __________________________
Name: ___________________________	Name: ___________________________
By: ______________________________	Witness: __________________________
Name: ___________________________	Name: ___________________________

Addendum TO RAM JACK FRANCHISE AGREEMENT REGARDING

MINIMUM PURCHASE and MINIMUM ADVERTISING REQUIREMENTS (Referred to here and in the Franchise Agreement as the " Minimum Purchase and Advertising Addendum")

This Addendum is executed as an amendment to the Franchise Agreement between Ram Jack Systems Distribution, LLC ("Ram Jack") and ("You") dated____________________, 20___ ("the Franchise Agreement")and is hereby made a part of the Franchise Agreement.

Purpose:

A. You desire to become a franchisee of Ram Jack, to obtain training in certain of Ram Jack's unique Systems, to have access to Ram Jack's Proprietary Products and to be licensed to use Ram Jack services, trade name and service marks and to be able to operate a Ram Jack Franchise Business within an exclusive territory.

B. Ram Jack is willing to grant You franchise rights and an Exclusive Territory so long as you meet certain minimum purchase and advertising requirements.

C. You and Ram Jack are signing a Franchise Agreement concurrent with the execution of this Addendum.

AGREEMENT:

In consideration of the Recitals above and other terms included in the Franchise Agreement, specifically including Paragraph 2.3 and 7.3 therein, the Parties agree as follows:

1. Minimum Purchase Requirements (MPR) and Annual Increases: Your Franchise Business must purchase annually from Us the designated minimum amount of Proprietary Products, calculated based on the number of housing units in Your Exclusive Territory as of the Effective Date of the Franchise Agreement, which is ______________________ housing units. You must meet the following annual MPR:

MPR end of Year 1 operation:	$.10 per house unit x ______________	= $______________
MPR end of Year 2 operation:	$.20 per house unit x ______________	= $ ______________
MPR end of Year 3 operation and Years 4 and 5 thereafter:	$.25 per house unit x ____________	= $______________

2. Minimum Advertising and Marketing Requirements (MAR):

Pursuant to Paragraph 7.3 of the Agreement, You must actively promote the Ram Jack Dealership, and annually You must spend a minimum amount for expenditures We have first approved to promote and advertise the Ram Jack Marks, products and services. The minimum is calculated based on the number of housing units in Your Exclusive Territory as of the Effective Date of the Franchise Agreement, which We have determined to be ______________________ housing units. In partial satisfaction of these requirements, You agree to the following:

a. For advertising and marketing in the form and manner that We must first approve and may further specify in the Manual, annually You must spend a minimum of:

i) For Year 1 of operation, the greater of $25,000; or $.05 per housing unit in Your Exclusive Territory; and

ii) For Year 2 of operation and thereafter, an amount equal to 30% of Your prior year's purchases from Us which must be not less than purchases equaling $.20 per housing unit in Your Exclusive Territory.

b. Your full-time salesperson must initiate a minimum of two personal phone calls or visits per week to professionals that have a realistic potential to either retain Your services or to refer others to your Dealership, such as engineers, real estate agents, property managers, building inspectors and the like .

3. Opportunity to Cure and Termination

If You do not meet your MPR or your MAR for any year of operation as set out in respectively in Paragraphs 1 and 2 above, then We may give You written notice to cure with details of what You must do to cure within the 90 days period. If You still have not satisfied Your MPR or MAR and do not cure in the first 90 day period, then We may:

a. give You a second written notice and opportunity to cure within a subsequent 90 day period, and/or

b. elect either to terminate this Agreement at the end of the first or second (if given) 90 day cure period or adjust the boundaries of Your Exclusive Territory to reduce its geographic scope and or number of households.

Any notice of termination will be effective upon notice or at the time specified in the notice. If the agreement is terminated, then You will have the opportunity to transfer Your Franchise Business to a qualified buyer as set out in paragraph 3 below.

4. Opportunity to Sell Dealership upon Termination

If We terminate the Franchise Agreement for failure to comply with the terms of this Minimum Purchase and Advertising Addendum, You will 30 days from effective date of termination specified in the notice of termination in which to present an buyer or transferee that We may approve or disapprove in our sole discretion and then close sale within 60 days from the date We notify You the buyer is approved. You and the proposed transferees must comply with the terms and conditions for transfers set out in Section 9 of the Franchise Agreement.

If You do not present us with a qualified buyer that We approve within 30 days of the Termination Date, or do not close the sale to an approved buyer within 60 days of Our approval, all rights revert to Us and We may freely offer the Exclusive Territory to another franchisee without compensation to You.

5. Authority to Execute. Each person executing this Addendum on behalf of any of the parties hereto represents and warrants that he or she has been fully empowered to execute this Addendum, and that all necessary action for the execution of this Addendum has been taken.

6. Captions. The captions of the paragraphs of this Addendum are solely for the convenience of the parties, are not a part of this Addendum, and will not be used for the interpretation of any provision of this Addendum.

7. Counterparts. This Addendum may be executed in any number of counterparts and by each of the parties on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument.

8. **Governing Provisions.** All terms not defined in this Addendum have the meaning as defined in the Franchise Agreement. The Franchise Agreement is amended only as specifically provided above. In all other respects the terms of the Franchise Agreement remain in effect. If

the terms of this Addendum conflict with the terms of the Franchise Agreement, then the terms in this Addendum will prevail. This Addendum is incorporated into and made a part of the Franchise Agreement.

9. **Signatures and Effective Date**

AGREED TO AND EFFECTIVE as of the Effective Date of the Franchise Agreement and signed on the dates indicated below.

You:

Dated: By:____
Title:____

Ram Jack Distribution Systems, LLC:

Dated: By:____
Ivan Matthews, General Manager

ADDENDUM to RAM JACK FRANCHISE AGREEMENT REGARDING DRAFT 1-19-15
TERRITORIAL RIGHTS in Southern California Region
(Referred to here and in the Franchise Agreement as
the "Southern California Addendum")

This Addendum is executed as an amendment to the Franchise Agreement between Ram Jack Systems Distribution, LLC ("Ram Jack") and ________________________________("You") dated____________________, 20___ ("the Franchise Agreement") and is hereby made a part of the Franchise Agreement.

PURPOSE:

A. You desire to become a franchisee of Ram Jack, to obtain training in certain of Ram Jack's unique Systems, to have access to Ram Jack's Proprietary Products and to be licensed to use Ram Jack services, trade name and service marks and to be able to operate a Ram Jack Franchise Business within a designated territory in the Southern California.

B. Ram Jack is willing to grant You franchise rights to operate within Southern California under a form of territorial rights that is different from those granted franchisees in other regions of the U.S.

C. You and Ram Jack are signing a Franchise Agreement concurrent with the execution of this Addendum ("the Agreement").

AGREEMENT:

In consideration of the Recitals above and other terms included in the Agreement, specifically including Paragraphs 2.1, 2.3 and 6.3 therein, the Parties agree as follows:

1. The following Definitions are added to Paragraph 1.2 in the Agreement:

   "Southern California Region" means all of the state of California south of the geographic latitude of N34° 45', <u>except</u> <u>that</u> any part of Ventura and Santa Barbara counties that extend south of the latitude of N34° 45' is <u>excluded.</u>

   "Designated Territory" means the non-exclusive territory which will be a twenty-five (25) mile radius from a pre-determined point and within which will be the approved location of your Ram Jack Business.

2. Paragraph 4.1 of the Agreement is deleted in its entirety and the following placed in its stead:

   4.1 Territory: You may market Your Ram Jack Dealership solely within the Designated Territory identified in Exhibit C to this Agreement, as those boundaries exist and are defined as of the effective date of this Agreement. You may not solicit or market to customers outside of Territory, unless We give Our written consent which We may deny in Our sole discretion.

   a) During the term of this Agreement, We promise not to:

      I. Operate ourselves nor award to any other party a franchise to locate a Ram Jack Foundation Solutions Dealership within Your Designated Territory;

      ii. Modify the Designated Territory, without your prior written permission, except.

b) Except as specifically granted to You, We reserve all rights as further described in Paragraph 2.4 of the Agreement.

c) We will not grant overlapping Designated Territories, however because there may be areas left unlicensed because of the radius configuration, We reserve the right to allow all, one or no franchisees immediately adjacent to an open area to market into an open area.

d) Designated Territories in the Southern California Region will be non-exclusive to the extent that franchisees may perform work in another franchisee's Designated Territory ("Outside Territory") only if that work is developed through personal referrals, not derived from marketing or advertising targeting the Outside Territory and complies with Our current published policy for work in Outside Territories.

3. Paragraph 4.2 is deleted in its entirety and the following placed in its stead

4.2 Dealership Location Your Responsibility: You are solely responsible to obtain an acceptable Location within Your Designated Territory from which to operate your Dealership. You must submit the proposed Location for Your Dealership Premises to Us by the time You attend initial training. Your Designated Territory will be described in Exhibit C to the Franchise Agreement. We reserve the right to disapprove a proposed Premises in Our reasonable business judgment. The approved Premises will also be described in Schedule C to the Agreement.

4. The term "Exclusive Territory" as used throughout the Agreement, specifically including Paragraphs 2.4 and sub-parts, 2.4, 3.1, Exhibit C and the MPR Addendum, is deleted and the term "Designated Territory" as defined in this Southern California Region Addendum is substituted in its place and stead.

5. Signatures and Effective Date

AGREED TO AND EFFECTIVE as of the Effective Date of the Franchise Agreement and signed on the dates indicated below.

You:

Dated: **By:**____
Title:_______________________________________

Ram Jack Distribution Systems, LLC:

Dated: **By:**____
Ivan Matthews, General Manager

RAMJACK

EXHIBIT D to FDD

Operations Manual

EXHIBIT E TO FDD

(also included as Exhibit B to Franchise Agreement0

PRODUCT SALES AGREEMENT for Ram Jack Dealers*

Terms and Conditions

I. Prices

All prices quoted are list prices unless otherwise stated. Prices are subject to change without prior notice and will be in effect at the time of shipment.

II. Terms

Two Percent (2%) – fifteen (15) days, NET THIRTY (30) from date of invoice. Discount applies only to products on an invoices and does not apply to freight, equipment or any other charge.

III. Taxes

No Oklahoma sales tax on out-of-state sales; however, a use tax may be required in your state.

IV. Freight

Ram Jack Systems Distribution, LLC will pay freight when the total amount of the materials and equipment, less any discount, is greater than $10,000.00. ALL ACCOUNTS MUST BE CURRENT BEFORE THE PRE-PAID (FREE) FREIGHT RULE APPLIES.

V. Product Return Policy

Ram Jack Systems Distribution, LLC's sole and exclusive remedy concerning all products sold by it is as follows:

Repair or replace, but not install, any defective product with the same or similarly designed product, if the defective product is returned within fifteen (15) days from Notice of Defect to Ram Jack Systems Distribution, LLC. The decision as to whether to perform a repair or replace the product is at our sole discretion. The product must be received and identified by Ram Jack Systems Distribution, LLC before we repair or replace.

This Product Return Policy applies only to the use of the product as intended by Ram Jack Systems Distribution, LLC and does not cover any misapplication or misuse of said product. **NO OTHER POLICY, WHETHER EXPRESSED OR IMPLIED, SHALL EXIST IN CONNECTION WITH THE PRODUCTS OR ANY SALE OR USE THEREOF.**

(* TERMS AND CONDITIONS SUBJECT TO CHANGE WTIHOUT PRIOR NOTICE. ***These terms and conditions are available only to Dealers in good standing under all agreements with Ram Jack Systems Distribution.)***

EXHIBIT F to Franchise Disclosure Document

GENERAL RELEASE

_______________, on behalf of Franchisee and of Franchisee's predecessors, affiliated entities, successors and assigns, hereby: (a) represents to Ram Jack Systems Distribution, LLC that Franchisee has no outstanding claims, suits, demands, causes of action or grievances, in any amount or kind, now known or unknown, arising from or in connection with any act, practice, omission or transaction occurring in whole or in part before the date of this Release in relation to or in connection with all matters relating to the Ram Jack Dealership or the Ram Jack franchise system in any manner whatsoever, including, but not limited to, all Franchisee's Ram Jack franchises (collectively, "Claims"), and (b) releases and discharges Ram Jack Systems Distribution, LLC, its affiliates, members, shareholders, predecessors, successors and assigns, and their respective officers, agents, employees, directors, attorneys and advisors, from the Claims. Franchisee represents that he/it has carefully and fully read this Release, has had ample opportunity to review it with Franchisee's attorney, and understands its content and consequences.

IN WITNESS WHEREOF, they have executed these General Releases as dated below. These Releases shall be effective as of the date signed by Franchisee.

FRANCHISEE:

By: ________________________

Its: ________________________

FRANCHISEE'S Controlling Persons:

__________________________, Individually

__________________________, Individually

__________________________, Individually

(Note: If Franchisee is a corporation or other entity, this Release MUST be signed both on behalf of the entity by an authorized officer, AND by each shareholder, member or owner individually with a 10%+ interest in the business entity.)

Exhibit G - 1 to FDD

List of Authorized Franchisees
(As of December 31 2016)

	State	Dealer	Address
1	Alabama	D & W Design Build, Inc. d/b/a Alabama Ram Jack (Joel Wehman)	3985 Parkwood Rd. #109-338 Bessemer, AL 35022 (877) 875-2171
2		Foundation Repair Specialists, LLC d/b/a Ram Jack Foundation Specialists (Theodore G. Pinckney)	13387 Edna Brake Lucas Drive Montgomery, AL 36117 (334) 271-5225
3	Arizona	Ram Jack of Arizona Straight Line Geotechnical Services (Tim Davis)	2025 North Oracle Rd. Tucson, AZ 85705 (602)268-6889
4	California	FoundationSolutions,Inc d/b/a Ram Jack of the Bay Area (Scott Kremke)	3710 Maricopa Rd. Atascadera, CA 93422 (805) 239 -8293
5		Foundation Solutions, Inc.d/b/a Ram Jack of the Central Coast and Valley (Scott Kremke)	3710 Maricopa Rd. Atascadera, CA 93422 (805) 239 -8293
6		Ram Jack Pacific Wolnor, Inc. Scott Worley	13465 Camino Canada, #106-443 El Cajon, CA 92021 (619) 726-0052
7		Ram Jack So. Cal. Huss & Cubero, Inc. Charles Huss	9530 Owensmouth Ave. Unit 5 Chatsworth, CA 91311 (818) 859-1935
8		Ram Jack NorCal (Chris Lattuada)	430 Lea Way Sacramento, CA 95815 (916) 999-1844
9	Florida	Southern Heritage Homebuilders, Corp. d/b/a Ram Jack Solid Foundations II (Matthew Miller)	420 SW 11th Ave High Springs, FL 32643 (386) 454-1920
10		Southern Heritage Homebuilders, Corp. d/b/a Ram Jack Solid Foundations I (Matthew Miller))	420 SW 11th Ave High Springs, FL 32643 (386) 454-1920
11		All Florida Ram Jack, LLC (Johnny Buczynski)	16646 Scheer Blvd. Hudson, FL 34667 (727) 447-5502
12		Foundation Solutions of Florida, LLC d/b/a Ram Jack Foundation Repair Scott Erlwewine	14403 North Main Jacksonville, Fl 32218 (866) 726- 63723
13		Florida Foundation Repair, LLC d/b/a Ram Jack Orlando (Scott Erlewine)	14403 North Main Jacksonville, FL 33218 (877) 726-6372
14	Indiana	Neth-Miller, LLC d/b/a Ram Jack Systems of SW Indiana (Joseph C. Neth)	P. O. Box 399 Evansville, IN 47714 (812) 436-2379

	State	Dealer	Address
15		Ram Jack Indiana (Paul Vondersaar)	11055 East 234th Street Cicero, IN 46034 (317) 984-4300
16	Kentucky	Ram Jack of Louisville (Maggie McGuffey Asher)	10342 Bluegrass Parkway Louisville, KY 40299 (502) 515-7884
17	Louisiana	Trilogy Enterprises, LLC d/b/a Ram Jack of North Louisiana (Tim and Audette Gladney)	3060 Knolin Drive #7 Bossier City, LA 71112 (318) 746-2187
18		Foundation Solutions of Louisiana,LLC Scott Erlewine	5096 Hwy 190 Eunice, LA 70535 (337-466-475
19	Massachusetts	Ram Jack New England (Anthony Capelle)	10 Kendrick Road, Unit 17 Wareham, MA 02571 (508) 295-3133
20	Mississippi	Ryder Reeves Enterprises, LLC d/b/a Ram Jack Mississippi (Steve Folk)	218 N. Wheatley St. Suite A Ridgeland, MS 39157 (601) 707-3012
21	Missouri	Gibbs Company d/b/a Ram Jack of Central Missouri (Randy & Kathie Gibbs)	4725 E. Meyer Industrial Drive Columbia, MO 65201 (573) 442-7523
22		Gibbs Company d/b/a Ram Jack of St. Louis (Randy &Kathie Gibbs)	3000 Big Timber Drive Columbia, MO 65201 (800) 326-5193
23		Right Way Enterprises d/b/a Ram Jack of Southern Missouri (Josh Way)	P. O. Box 838 Nixa, MO 65714 (417) 374-7400
24	Nebraska	Tri State Solutions, LLC d/b/a Ram Jack of Omaha (Mike Kleyla)	1104 3rd Corso Nebraska City, NE 68410 (402) 9363-3838
25	Nevada	Silverado Excavating, LLC Bob Fehling	593 Overmeyer Rd. Suite A Sparks, NV 89431 (775) 284-1964
26	North Carolina	Residential Foundation Solutions, Inc. (Rick Sykes)	4122 Bennett Memorial Rd.,Ste 304 Durham, NC 27705 (888) 309-9727
27		Ram Jack of Charlotte (Mark Beckham)	11845 Vanstory Drive Huntersville, NC 28078 (704) 892-2900
28		Residential Foundations Solutions (Richard Sykes)	4122 Bennett Memorial Rd, Ste. 304 Durham, NC 27705 (888) 309-9727
29	North Dakota	Ram Jack North (Scott Fluge)	541 16th St. NE West Fargo, ND 58078 (701) 532-0625
30	Oregon	Ram Jack West Kem,LLC \Ken Marquardt	850 Bethel Drive Eugene, OR 97402 (866) 472-6522

	State	Dealer	Address
31	South Carolina	Ram Jack of South Carolina, Inc. (Scott Erlewine)	2075 U.S. Hwy 21 South Ridgeway, SC 29130 (803) 223-0764
32	Tennessee	Bolton Companies, Inc., dba Ram Jack of Tennessee (Eddie & Jacob Bolton)	8079 Ellington Drive Milan, TN 38358 (731) 723-5764
33		Ram Jack of Eastern Tennessee Scott Erlewine	4121 Topeka St. Knoxville, TN 37917 (423) 842-2888
34	Virginia	Virginia Commonwealth Foundation Solutions, LLC d/b/a Ram Jack of the Commonwealth (Samuel Lionberger, Ill)	5903 Starkey Rd. Roanoke, VA 24018 (888) 203-6750
35		Ram Jack Eastern Virginia (Kenny Lee)	88 Butler Farm Road Hampton, VA 23666 (757) 766-1767
36	Washington	Ram Jack West (Ken Marquardt)	19*904 Des Moines Memorial Dr. SeaTac, WA 98148 (541 255-4538

Exhibit G - 2 to FDD

List of Authorized Dealers
(As of December 31 2016)

	State	Dealer	Address
1	Colorado	Straight Line Construction (Tim Davis)	94 North Mission Drive Pueblo West, CO 81007 (719) 575-9942
2	Florida	Ram Jack Foundation Systems (Richard D. DiStefano)	115 Fig Road Lake Placid FL33852 (863) 465-5322
3	Georgia	Atlanta Ram Jack, LLC (Mark Beckham)	17030 Cumberland Point, SE Ste. 23, Bldg. 1 Marietta, GA 300674 (770) 502-2881
4		Ram Jack Foundation Solutions SE (Scott Erlewine)	2075 U.S. Hwy 21 South Ridgeway, SC 29130 (803) 735-3085
5	Illinois	Ram Jack of Illinois (John Walsh)	400 Dominic Court Franklin Park, IL 60131 (800) 678-8160
6	Kentucky	Ram Jack of Kentucky (Tim Franklin)	325 Tirney Way Winchester, KY 40391 (888) 884-2378
7	Michigan	Basement Cracks & Leaks Metro, Inc. (Denise Brown)	6915 Allen Road Fenton, MI 48430-922 (517) 552-9111
8	Missouri	KC Waterproofing d/b/a Ram Jack of Missouri (Don Derry, Jr.)	1316 Erie Street North Kansas City MO 64116 (816) 505-9990
9	New Mexico	Ram Jack of New Mexico (Tim Davis)	2425 Monroe St. NE Albuquerque, NM 87110 (505) 771-8890
10	New York	Young Certified Foundation Experts (Dick & Pat Young)	413 Shanley Street Cheektowaga, NY 14206-2348 (716) 893-1939
11	Ohio	B-Level, LTD (Tom Schreyer)	5020 Basil Western Road Baltimore, OH 43105 (614) 837-1269
12		Ram Jack of Ohio (Skip Follett)	1450 E. 357th Street Eastlake OH 44095 (440) 975-3595
13		Jack Boiman Sons & Daughters (John Boiman)	9650 Cilley Rd. Cleves, OH 45002 (513) 598-2800
14		Moran Construction, Inc. (Tom Moran	417 Virginia Street Marietta, OH 45750 (740) 374-2362
15	Pennsylvania	Ram Jack of the Tri-States, Inc. (Scott MacKay)	317 Earles Lane Newtown Square, PA 19073 (800) 852-1588
16	Utah, Nevada	Ram Jack of Utah/Intermountain Foundation Repair (Paul Carter)	150 South 1300 East Salt Lake City, UT 84106 (435) 867-8215

	State	Dealer	Address
17	Virginia	Ram Jack of Eastern Virginia/Venture Construction (Kenny & Debbie Lee)	88 Butler Farm Road Hampton, VA 23666 (757) 766-1767
18	Wisconsin	Ram Jack of Wisconsin (Steve Anderson)	N6059 County H DePere, WI 54115 (920) 833-0007
19	Canada	Mainland Concrete Lifter/Ram Jack Solutions (Grant Molsberry)	#702-30711 Simpson Road Abbotsford, BC V2T 6Y7 (800) 231-3132
20		Mr. Foundation (Patrick Lecours)	99-5460 Canotek Road Ottawa, ON, K1J 9G9 (613) 746-7300
21		Huron District Contracting Limited, LC (Richard H. Peaver)	100 N. Harper Rd. W.West Goderich, Ontario N7A 4C6 Canada (519) 524-8836
22		Ram Jack of Saskatchewan/Alberta (Tony Senz)	Box 1714 Regina, Saskatchewan S4P 3C6 Canada (306) 586-6661
23	Panama	Ram Jack of Panama, SA (Rogelio Octavio Dumanoir Jimenez)	Vila Zaita, Bldg. 7 Panama City, Republic of Panama (507) 237-2084
24	Puerto Rico	Ram Jack del Caribe (Carlos Garcia - Ortiz)	400 Calle Calaf PMB 408 San Juan, PR 00918 (787) 349-9999

Your Copy

RECEIPT

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 Ram Jack Systems Distribution, 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.

(New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.)

(Michigan, Oklahoma, Oregon, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.)

If Ram Jack Systems Distribution, 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, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The Franchisor is Ram Jack Systems Distribution, LLC, 13655 CR 1570, Ada, OK 74820. Its telephone number is 1-888-332-9909.

The franchise sellers for this offering are: Steven Gregory, Ivan Matthews, Shane Johnson, Hollie Furimsky,13655 CR 1570, Ada, OK 74820.

Date of Issuance: January 20, 2017

Ram Jack Systems Distribution, LLC authorizesthe respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Disclosure Document dated January 20, 2017 that included the following Exhibits:

A LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
B FINANCIAL STATEMENTS
C RAM JACK FOUNDATION SOLUTIONS FRANCHISE AGREEMENT (FA)
Exhibit A - Franchise Packages
Exhibit B - Open Account Policy (Product Sales Agreement)
Exhibit C - Approved Location; Exclusive Territory
Exhibit D - Acknowledgment & Representation
Exhibit E - Restrictive Covenant Agreement
Exhibit F - Personal Guaranty
Addedum re: Minimum Purchase and Advertising Requirements
Addedum re: Territorial Rights in Southern California
D OPERATIONS MANUAL TABLE OF CONTENTS
E PRODUCT SALES TERMS AND CONDITIONS
F GENERAL RELEASE
G-1LIST OF FRANCHISEES
G-2 LIST OF AUTHORIZED DEALERS

Prospective Franchisee	*Prospective Franchisee*
By:____________________	By:____________________
Date:____________________	Date:____________________

Our Copy

RECEIPT

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 Ram Jack Systems Distribution, 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.

(New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.)

(Michigan, Oklahoma, Oregon, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.)

If Ram Jack Systems Distribution, 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, D.C. 20580 and the appropriate state agency identified on Exhibit A.

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