FRANCHISE DISCLOSURE DOCUMENT

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** franchised dealership is **$3,200 to $122,541**, depending up whether you already operate a construction or foundation services related business.

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: February 16, 2020

STATE COVER PAGE

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits G-1 and G-2.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Ram Jack Foundation Solutions business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Ram Jack Foundation Solutions franchisee?	Item 20 or Exhibits E-1, E-2 and E-3 list current and former franchisees and authorized dealers. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. <u>Out-of-State Dispute Resolution</u>. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Oklahoma. Out-of-state mediation, arbitration, or litigation may for you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor 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.

Certain states may require other risks to be highlighted. If so, check the "State Specific Addenda" pages for your state.

INFORMATION FOR RESIDENTS OF THE STATE OF MICHIGAN

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

(A) A prohibition of the right of a franchisee to join an association of franchisees.

(B) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice hereof and a reasonable opportunity, which in no event need be more than 30 days, to cure each failure.

(D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months notice of franchisor's intent not to renew the franchise.

(E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the state.

(G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include but is not limited to:

(i) the failure of the proposed transferee to meet the franchisor's then current reasonable qualification or standards.

(ii) the fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(I) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to the Attorney General's Department for the State of Michigan, Consumer Protection Division, Franchisor Section, 670 Law Building, 525 W. Ottawa Street, Lansing, Michigan 48913, 517-373-7117.

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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 and Ram Jack Foundation Solutions. 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 established construction and construction related support service businesses the opportunity to complement their business with a franchised foundation repair and installation services dealership, 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, we reserve the right to develop alternative methods of distribution of our Products and services.

The Franchise Dealership:

We offer a streamlined opportunity to offer foundation repair and installation services using Ram Jack Products and systems. 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 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. Many of the tools needed to install Ram Jack Products are common in construction related businesses. If you do not have all the essential tools and equipment needed to install Ram Jack Products, then you must purchase them. Operation of the business can begin immediately after completion of training and obtaining any necessary tools and equipment you do not currently have on hand. We will provide you with instructional handouts (at training), web page and marketing materials. We will train you in 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. You may operate from a home office, a commercial location from which you already operate a non-competitive business, or you may rent or lease commercial space for your Dealership.

The Ram Jack dealership is designed to allow both established businesses and individuals who wish to start a business, the opportunity to purchase and use Ram Jack's propriety and patented hydraulically driven steel piering systems and other proprietary steel fabricated products including equipment/tools/products/apparatus (Ram Jack Products) and methods of foundation repair. The Ram Jack Dealership can operate a complementary business to an already established business such as general construction contracting. Ram Jack Dealers can also choose to establish their own foundation repair and installation business, operating independently of other business interests but utilizing and marketing exclusively Ram Jack Products and related services.

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. From 2008 to December 2019, we offered a comprehensive franchise opportunity to operate a Ram Jack Foundations Solutions full service dealership with an exclusive protected territory and numerous support services fees and minimum purchase and marketing requirements. However, after exploring current market conditions and in response to requests for a more streamlined foundation support installation and repair opportunity that can operate efficiently in conjunction with establish construction and other service related businesses, we tested the current form of dealership by means of a "certified installer" program. As a consequence as of December 1, 2019, we discontinued offering the franchise opportunity for a Ram Jack Foundation Solutions dealership with exclusive territory, and expanded the "certified installer" program into the current form of Ram Jack franchised dealership. Old format franchisees currently operating will retain their exclusive territories.

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 as 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

<u>Steven D. Gregory - Founder and Member</u>

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.

Scott Holland - General Manager

Scott has been our General Manager since July 2018. Scott served as Market Director from January 2014 until becoming General Manager in July 2018.

Rick Morrison - Chief Operations Officer

Rick has been our Chief Operations Officer since July 2018. From 2010 until January 2018, Rick served as President and General Manager of Ram Jack Manufacturing in Ada, Oklahoma.

Curtis Wilson - Chief Financial Officer

Curtis has served a Chief Financial Officer since July 2018. From October 2010 until July 2018 Curtis was Controller of Ram Jack Systems Distribution, LLC.

Hollie Furimsky - Vice President, Operations

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. She has been our vice president, operations since September 2019.

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.

Item 3

LITIGATION

Except as described below, no litigation is required to be disclosed in this Item:

On September 26, 2018, we (plaintiff) filed a petition against a terminated franchisee, in the District Court for Pontotoc County, State of Oklahoma. In Case No. CJ-2018-172, Ram Jack Systems Distribution, LLC v. Gibbs Company, Inc., aka Ram Jack of Mid-Missouri, and Randy Gibbs, plaintiff has alleged failure to pay for materials and tools purchased, violations of the franchise agreement for operating a competing business, withholding customer lists, diverting Ram Jack customers to a competing business. Plaintiff seeks monies owed in excess of $162,866.80, an injunction to prevent operation of the competing business, using confidential client lists, diverting customers, specific performance to return customer lists, and an equitable trust, as well as attorneys fees and costs. On December 18, 2018, the petition was amended to add Kathleen Gibbs as a defendant. On January 15, 2019, the defendants file their answer denying all claims and assert as counterclaims setoff against any damages owed to plaintiff on the basis of alleged equipment and materials returned to Ram Jack and obligation under franchise agreement to repurchase other equipment and material at fair market value. On August 23, 2019, the parties entered into a settlement agreement whereby the defendants agreed to pay us $65,000 and to return certain inventory and equipment to us. Additionally, the parties exchanged mutual releases. A final order was dismissing the lawsuit with prejudice was entered into the District Court for Pontotoc County, State of Oklahoma on September 3, 2019.

Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee:

We do not charge an Initial Franchise Fee.

Total Initial Fees:

Because you already operate a complementary, we expect you currently have on hand sufficient equipment and tools for most projects. We will assess your current inventory of tools and equipment and give you our recommendations of what you might need to be able to install Ram Jack Products according to our standards and guidelines. You may purchase any needed tools and equipment from us or any vendor offering comparable items. You are not required to make any purchases until you have your first project. There are no required purchases you must make from us in order to begin operation.

The cost of the essential equipment and tools in order to begin operation will range from:

1. Essential Installation Equipment of $0 to $34,485
2. Tools of $0 to $12,291

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Refundability:

We do not charge any initial fees, so there no fees to refund or finance. If you buy equipment or tools from us, payments are non-refundable.

Item 6

OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty	None	Not Applicable	Because you will purchase our Products, we do not charge you a royalty.
Additional Training[1]	No fee	Not Applicable	In the future, we may offer refresher training for a fee in addition to the annual Ram Jack University training for which we do not charge. Currently training spaces will be on a limited basis. The amount of any training fee will be determined by type and extent of training provided.
Interest on Late Payments[2]	Interest at the maximum rate allowable by law	For any 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.
Costs and Attorneys Fees	Will vary under the circumstances.	As incurred.	Payable upon your failure to comply with the Franchise Dealer Agreement, or because of other claims involving our relationship.
Ram Jack Dealer[3] **Association**	Initial Membership Fee: $1,000 ------- Annual Dues:$1000 ------- $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 We charge no fees. We occasionally 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 2 Interest begins from the date of non-payment

Note 3 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 we terminate 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 LOW RANGE	ESTIMATED AMOUNT OR ESTIMATED HIGH RANGE	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Notes 1)	$0	$0	Not applicable	Not applicable	
Essential Ram Jack Installation Equipment (Note 2)	$0	$35,000	Lump Sum or As Arranged	Upon Signing Franchise Agreement or As Arranged	Us or Third Parties
Tools (Note 3)	$0	$12,291	As Incurred	As Incurred	Us or Third Parties
Truck (Note 4)	$0	$50,000	As Arranged	As Arranged	Third Parties
Living/Training Related Expenses (Note 5)	$0	$1250	As Incurred	Before Opening	Vendors of Transportation, Service, Lodging
Computer & Printer	$0	$1000	As Incurred	Before Opening	Vendor

Annual Insurance (Note 6) **Initial Vehicle Insurance Monthly Premium** **-------------** **Initial Workers' Compensation Insurance Monthly Premium** **-----------------** **Initial General Liability Insurance Monthly Premium**	$100 ------- $1,000 ------- $100	$1000 $5,000 $1,000	As Incurred	Before Opening	Insurer
Legal and Accounting (Note 7)	$500	$1,000	As Incurred	As Arranged	Lawyer, Accountant, Other Professional Advisors
3 Months' Additional Funds (Note 8)	$1,500	$15,000	As Incurred	As Incurred	Suppliers and Service Vendors, Utilities
Estimated Total Excluding Materials and Product for Initial Installations (Note 9)	**$3,200**	**$122,541**			

Notes:

1. We do not charge an initial franchise fee, nor any other fees Neither we nor any affiliates offer financing of fees or any portion of the initial investment.

2. Most construction and support service businesses that purchase the Ram Jack franchise dealership will already have most, if not all, of the essential equipment and tools to install Ram Jack Products.

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. If

you are already operating a construction related business, you may already have all that you need

4. Since you are an already existing business, it is presumed you already have a suitable truck. 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. 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.

6. As you already operate a business, we assume you must already have 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. We will review your current insurance coverage to verify commercially reasonable adequacy. 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. 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.

7. 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.

8. This item estimates your initial start up expenses for a 3-month period. If you are already operating a similar or complementary business, you may need very little or no additional funds 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, 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.

9. These total estimates are calculated for different representative levels of operation. 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 and franchise network. This franchise opportunity is directed solely to entrepreneurs who have an already existing business and already own basic construction equipment and tools. Much will depend on your current business operations, as to how much, if any, you might additionally need to spend. You should review these figures carefully with a business advisor before making any decision to purchase the franchise

You pay us no fees and but Product purchase payments are non-refundable

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 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 purchase all your requirements of our Products either from us or from our designated affiliate. We are the only approved suppliers of Ram Jack Products. As applicable, we will provide you with standards, specifications for any purchases necessary to enable the proper installation of Ram Jack Products. We have the right to change those specifications and standards at any time. Our specifications and standards for equipment and products are included in our operations manual or in written communications to you and may periodically change. Neither we nor any of our officers own an interest in any approved supplier. However, Steven Gregory, our founder, is an officer who owns the membership interests in Ram Jack Systems Distribution, LLC.

You must keep your equipment in good working order. You may use any supplier to perform maintenance and repairs. 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

There are no other approved suppliers, because we do not require that you purchase anything other than all your requirements of Ram Jack Products. You may exercise your reasonable business judgment in selecting vendors for any reason other than Ram Jack Products. There is no procedure for approval of a vendor because we do not reserve the right to approve vendors except that we are the only vendor of Ram Jack Products.

Revenue from Franchisee Purchases

We only derive income from franchisees' purchases directly from us. We so not 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 receive any money, rebates or advertising allowances from approved suppliers. There are no purchasing or distribution cooperatives.

Our gross revenue for the fiscal year ending 12/31/19 was $_________of which $_________ was from the sale of all required purchases and leases of equipment and supplies to our 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.

You must provide us with a copy of your current commercial insurance policy or policies evidencing satisfactory insurance coverage 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 **Franchise Agreement**

Obligation	Section/Paragraph in Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Not Applicable	Items 7 and 11
b. Pre-opening purchases/leases	Not applicable	Item 8
c. Site development and other pre-opening requirements	Not applicable	Items 6, 7 and 11
d. Initial and on going training	Sections 1.1, 3.1 and 3.3	Item 11
e. Opening	Not applicable	Item 11
f. Fees	Section 5.1	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	Sections 1.1, 1.3(a), 3.2 and 6	Items 8 and 11
h. Trademarks and proprietary information	Section 6	Items 13 and 14
I. Restrictions on products/services offered	Section 1.3 (a) and (b)	Items 11 and 16
j. Warranty and customer service requirements	None	Not Applicable
k. Territorial development and sales quotas	None	Item 12
l. Ongoing product/service purchases	None	Item 8
m. Maintenance, appearance and upgrading requirements	None	Item 8

n.	Insurance	Section 12	Item 7
o.	Advertising	Sections 5.2 and 6.2	Items 6, 7 and 11
p.	INDEMNIFICATION	Section10	Item 6
q.	Owner's participation/ management/ staffing	Paragraphs 7.3 and 7.11	Items 11 and 15
r.	Records and reports	None	Item 8
s.	Inspections and audits	None	Item 6
t.	Transfer	None	Item 17
u.	Renewal	Section 3.3	Item 17
v.	Post-termination obligations	Section 7.3	Item 17
w.	Non-competition covenants	Section 1.3 (a)(b)	Item 17
x.	Dispute resolution	Section14.1, 14.7 and 14.8	Item 17
y.	Confidentiality and Non-Disclosure	Section 9	Items 14 and 15

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.

When you purchase Ram Jack Products from us, you must pay the invoiced amount in full at the time of shipping the order to you. Products are not shipped unless we have received payment.

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.

For Ram Jack Dealers:

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

1) Assist and train you in the basic use of the technologies we allow you to use with training on proper use and installation of Ram Jack Products (Dealer Agreement - Sections 1.1 and 3.1);

2) Allow you access to our proprietary cloud based information including a digital copy of our Manual. (Agreement - Sections 6.2 and 6.3)

3) 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 - Paragraphs 1.1 and 1.3(b));

4) Grant you an restricted territory in which to operate for your Dealership (Franchise Agreement - Paragraph 1.3(a) and Schedule 1);

5) Sell to you all your requirements of our Proprietary Products and systems. See also Item 8. (Franchise Agreement - Paragraph 1.3(b));

6) Include your basic Dealership information on our Web site by our current policy and may also allow you the use of a Ram Jack URL on which to locate your own home page.

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

1) Allow you to purchase your requirements of Ram Jack Products and equipment (Franchise Agreement - Paragraph 1.3(b)); and

2) Allow access to and the use of the Ram Jack Manual (Agreement - Paragraph 6.3)

3) Provide you with refresher training when you or your controlling person attend the required annual Ram Jack University (Franchise Agreement - Paragraph 3.2.2);

4) Provide general marketing of the Ram Jack dealerships and franchise system by means of Internet, referral website listings and the website we will maintain to the extent we deem appropriate although not obligated to do so.

Site Selection

There are no site selection requirements for Dealers. We do not approve a specific site for your operation. You may base your operations from your home or from a commercial office or on location with your current business, as you deem appropriate for your plan of operation. Factors we may consider in approving a Territory include number of households, overall size of territory, local markets conditions and demographics, location of protected territories granted to previous format dealers and any other information We deem appropriate.

Advertising

We do not require or provide advertising in any media, except general information about Ram Jack Products and services, as well as being included in the listing of Ram Jack dealers on our website. 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 will not establish an advertising fund.

Advertising Cooperative

We do not require that our Dealers form or participate in any advertising cooperative

Computer

We do not require that you buy a specific brand of computer. As the operator of an existing complementary business, we expect that you already have 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 $800 to $1,000 for computer, software, multifunction printer. We do require all franchisees to maintain a basic 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.

We have no annual optional or required maintenance, updating, upgrading, or support contracts and have no knowledge of such costs. 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.

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

The period of time between the signing of the Franchise Agreement 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 offering Ram Jack Products and services.

Table of Contents of Operating Manual

As of the date of this Disclosure Document, the total pages in our **Ram Jack** Manual(s) is currently 207 pages. The Table of Contents for the Manual(s) with number of pages per subject is attached as Exhibit D.

Training

We provide you with a five-day training program that is designed to serve your production and sales needs. You must complete the training to our satisfaction. This training will be offered periodically in our corporate headquarters in Ada, OK. Annually we provide refresher training as part of our Ram Jack University (RJU) conducted at our corporate headquarters. There is no charge for attending RJU, but you will be responsible for related traveling and living expenses. Annual attendance at Ram Jack

University will serve as a yearly refresher and we may require it as a condition for renewal of your Dealer Franchise Agreement.

FRANCHISEE DEALER TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Orientation	8 Hours	0 Hours	Corporate Office, Ada OK
Production	8 Hours	10 Hours	Corporate Office, Ada OK
Sales	12 Hours	2 Hours	Corporate Office, Ada OK
TOTALS	**28 Hours**	**12 Hours**	**40 Hours**

Instructors	**Subject**	**Relevant experience**
Steve Brown, Sales Team Leader	Sales	5 years
Jimmy Ireland, Production Leader	Production	19 years
Curtis Wilson, Business	Accounting	20 years
Darin Willis, Engineering	Technical	10 years

Item 12
TERRITORY

We do not grant you an exclusive territory or protected area of any kind. To ensure you operate only in unassigned areas and we do limit your right to operate as a Ram Jack Dealer to a designated territory which is the only geographic area within which you may install offer Ram Jack services and install the Ram Jack Products that we sell to you. The designation of a restricted territory is simply a limitation on where you may install our Products and does not give you any protected rights within the territory. You will not receive an exclusive territory. You may face competition from independent businesses, other Ram Jack dealers and Ram Jack Foundation Solutions franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We are not obligated to consent to any work in outside of your restricted territory, even though it may be unassigned.

Other Channels of Distribution: We have the right to solicit and accept orders for products bearing our Marks or other products to customers located anywhere including within your restricted 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.

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 and the location of previous model franchisees with exclusive territories. 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 Dealer Agreement, which will be described in Schedule 1 to the Franchise Agreement. You cannot relocate your franchise rights outside your territory.

Relocation. If you wish to locate outside your Territory, we will consider revising your restricted Territory, so long as you are in full compliance with your franchise dealer agreement and will otherwise qualify.

Although unlikely, we may also revise your authorized Territory at renewal. 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 except with our prior approval as well as the consent of any Dealer who was granted exclusive rights and in whose territory you propose to work. You may not sell or provide Ram Jack services in the exclusive territory of an old format franchisee, except with our consent and that of fhe old format franchisee. We do not permit use of the Internet, toll free telephone numbers and mail order.

We are not obligated to consent to any work in outside of your territory, even though it may be unassigned.

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 may 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" and under any other trademarks, trade names, service marks, designs and logos currently licensed for use in the franchised business (the "Marks"). We will provide you guidelines for proper usage of our trade name and trademarks in marketing our branded Products.

In addition to numerous international registrations, our current U.S. trademarks are:

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
RAMJACK & Ram' s Head Design **Reg. No. 4,228,914**	Contractor services, namely foundation leveling, supporting and repair services	IC 37	Principal	October 23, 2012
Ram Jack Foundation Solutions and Design **Reg. # 4,131,949**	Foundation leveling, supporting and repair services; pile driving services	IC 37	Principal	April 24, 2012
Don't Do It Twice. Do It Right. **Reg. #5,670,581**	Building foundation repair services	IC 37	Principal	5670581
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
Dart Design **Reg. 5,669,589**	Metal supports for use as outdoor post foundations	IC 6	Principal	February 5, 2019

** 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, except for two trademark registrations. Ram Jack Foundation Solutions (Reg. No. 3,396,423 for computer software) and Ram Jack Foundation Solutions & Design (Reg. No. 3,780,152 for helical products and foundation related services) for were inadvertently cancelled when required affidavits of use was not timely or properly filed. We are in the process of filing replacement trademark applications as well as for additional new trademarks, but no serial numbers have as yet been assigned. No renewals are due. Trademark authorities have issued registrations for Ram Jack and Ram Jack and Design in Canada and other countries.

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, thumb drive, DVDs and/or CDs. Eventually the Manual will be available and updated through our intranet. 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:

1. 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.

2. 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.

3. 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.

4. 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.

5. U. S. Patent Number 6,931,805B2 is for Post Construction Alignment and Anchoring System and Method for Buildings. It was issued August 23, 2005 and expires February 20, 2023. This is a method for moving a wall and anchoring the wall in a second position, 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.

6. 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.

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 or a signatory to the FA 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 must also sign personally guaranteeing performance of the franchisee entity by signing the FA individually following the signature of the franchisee entity and remaining bound to certain warranties and covenants after termination, specifically including the confidentiality and non-disclosure provisions.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Promotional and marketing materials and any signage you may choose to apply to your vehicle or business premises must all be as specified in the Manual or otherwise approved by us. 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 Authorized Territory without our approval and the consent of any dealer who has territorial rights there.

You must sell and may only sell the Ram Jack 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. You may only use Ram Jack Products in providing foundation repair and installation services.

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 Franchise Dealer Agreement

Provision		Section/Paragraph in Franchise Agreement	Summary
a.	**Length of the franchise term**	**Paragraph 7.1**	**One year**
b.	**Renewal or extension of term**	**Paragraph 7.1**	**So long as you are in good standing and attend Ram Jack U annually, you will automatically renew for successive additional one year terms.**
c.	**Requirements for you to renew or extend**	**Paragraph 7.1**	**Attend Ram Jack U and satisfactorily complete refresher training. 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 7.1**	**On 30 days written notice**
e.	**Termination by franchisor without cause**	**Section 7.1**	**On 30 days written notice**
f.	**Termination by franchisor with cause**	**Section 7.2**	**We can terminate for any reason or no reason on 30 days written notice.**
g.	**"Cause" defined –curable defaults**	**Section 7.2**	**No defaults are defined as curable, except as we may decide on a case by case basis**
h.	**Cause defined -- incurable defaults**	**Paragraph 7.2**	**All defaults may be treated as incurable at our discretion**

i.	Franchisee's obligations on termination/ non-renewal	Section 7.3	Pay outstanding amounts, return confidential information, remove all references to our Marks.
j.	Assignment of contract by franchisor	Section 14.3	We may freely assign the Franchise Dealer Agreement in our absolute discretion
k.	"Transfer by franchisee -- defined	Section 14.3	Transfer is prohibited
l.	Franchisor approval of transfer by franchisee	Section 14.3	Transfer is prohibited
m.	Conditions for franchisor approval of transfer	Section 14.3	Transfer is prohibited
n.	Franchisor's right of first refusal to acquire your business	None	None
o.	Franchisor's option to purchase franchisee's business	None	None
p.	Death or disability of franchisee	Section 14.3	Transfer is prohibited
q.	Non-competition covenants during the term of the franchise	Section 1.3	Dealers may not use competitive products anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	Section 1.3	Not Applicable

s.	**Modification of the agreement**	**Section 14.4**	**No modifications without all parties' agreement, except we may unilaterally change the Operating and other Manual(s) or materially change the agreement if renewal is offered**
t.	**Integration merger clause**	**Section 14.4**	**Only the terms of the 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**	Section 14.1	Except for certain claims, either party may require all disputes first be mediated in Pontotoc County, Oklahoma in a court of competent jurisdiction.
v.	**Choice of forum**	Section 14.1	Litigation in Oklahoma (subject to state law)
w.	**Choice of law**	Section 14.1	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 Shane Johnson 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 FRANCHISEES and DEALERS

Systemwide Outlet Summary - Table 1
For Years 2017 to 2019 as of December 31st

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	36	42	+6
	2018	42	43	1
	2019	43	43	0
New Format Franchisee Dealers	2017	0	0	0
	2018	0	0	0
	2019	0	4	+4
Company-Owned/Affiliate Owned	2017	1	1	0
	2018	1	2	+1
	2019	2	3	+1
Total Outlets	2017	37	43	+6
	2018	43	45	+2
	2019	45	50	+5

Transfers of Outlets from New Format Franchisee Dealers to New Owners (other than the Franchisor) For Calendar Years 2017 to 2019 - Table 2-A

Not Applicable. Franchise Dealer Agreements are not transferable under any circumstance.

Transfers of Outlets from Old Format Franchisees to New Owners (other than the Franchisor) For Calendar Years 2017 to 2019 - Table 2-B

State	Year	Number of Transfers
Mississippi	2017	0
	2018	1
	2019	0
Missouri	2017	1
	2018	0
	2019	0
Ohio	2017	1
	2018	0
	2019	0
Virginia	2017	0
	2018	1
	2019	0
All States	2017	2
	2018	2
	2019	0

Status of New Format Franchisee Dealer Outlets For Calendar Years 2017 to 2019 - Table 3-A

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of the Year
Indiana	**2017**	0	0	0	0	0	0	0
	2018	**0**	0	**0**	**0**	**0**	**0**	0
	2019	**0**	1	**0**	**0**	**0**	**0**	1
Michigan	**2017**	0	0	0	0	0	0	0
	2018	**0**	0	**0**	**0**	**0**	**0**	0
	2019	**0**	1	**0**	**0**	**0**	**0**	1

New Hampshire	**2017**	0	0	0	0	0	0	0
	2018	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2019	**0**	**1**	**0**	**0**	**0**	**0**	**1**
Texas	**2017**	**0**	0	0	0	0	0	0
	2018	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2019	**0**	**1**	**0**	**0**	**0**	**0**	**1**
Totals	**2017**	0	0	0	0	0	0	0
	2018	**0**	0	**0**	**0**	**0**	**0**	0
	2019	**0**	4	**0**	**0**	**0**	**0**	4

Status of Old Format Franchised Outlets
For Calendar Years 2017 to 2019 - Table 3-B

State	Year	Outlets at Start of Year	Outlets Opened	Termin -ations	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions Other Reasons	Outlets at End of the Year
Alabama	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Arizona	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Arkansas	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
California	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
Colorado	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

Connecticut	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Delaware	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Florida	2017	5	0	0	0	0	0	5
	2018	5	1	0	0	0	1	5
	2019	5	1	0	0	0	0	6
Georgia	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Idaho	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Illinois	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Indiana	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	1	1
	2019	1	0	1	0	0	0	0
Iowa	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Kansas	2017	0	2	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Kentucky	2017	1	0	0	0	0	0	1
	2018	1	1	1	0	0	0	1

	2019	1	0	0	0	0	0	1
Louisiana	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Maine	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Maryland	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Massachusetts	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Michigan	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Minnesota	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Mississippi	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
Missouri	2017	3	0	0	0	0	0	3
	2018	3	1	2	0	0	0	2
	2019	2	1	1	0	0	0	2
Montana	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

Nebraska	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Nevada	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
New Hampshire	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
New Jersey	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
New Mexico	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
New York	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
North Carolina	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
North Dakota	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Ohio	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

Oklahoma	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Oregon	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Pennsylvania	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Rhode Island	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
South Carolina	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
South Dakota	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Tennessee	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Texas	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Utah	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

Vermont	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Virginia	2017	2	1	0	0	0	0	3
	2018	3	1	0	0	0	0	4
	2019	4	0	0	0	0	0	4
Washington	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
West Virginia	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Wisconsin	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	1	0	0	0	0
Wyoming	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Totals	2017	36	6	0	0	0	1	42
	2018	42	6	4	0	0	1	43
	2019	43	3	3	0	0	0	43

Status of Company and Affiliate Owned Outlets*
For Calendar Years 2017 to 2018 - 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	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
All States	2017	1	0	0	0	0	1
	2018	1	0	1	0	0	2
	2019	2	0	0	0	0	2

**There are no company owned dealerships.*

Projected Openings
As of December 31, 2019 - Table 5

Ram Jack New Format Franchised Dealers

State	Agreements Signed but Outlet not Opened	Projected Franchised New Outlets In the Fiscal Year	Projected New Company -Owned Outlets in the Next Fiscal Year
Connecticut	0	1	0
Indiana	0	2	0
Michigan	0	1	0
Minnesota	0	2	0
Nevada	0	1	0
New York	0	2	0
Utah	0	1	0
TX	0	2	0
Totals	0	12	0

Our affiliates operate 3 substantially similar Ram Jack dealership in areas of Texas and Oklahoma. As of the issuance date of this Disclosure Document, we also have a network of 22 original authorized dealers (including 4 affiliates and 6 intenational) in operating under short term agreements. A list of these current dealers is included with our franchisees and is attached to this Disclosure Document as Exhibit E-3. During the last fiscal year no dealers ceased operations.

A list of our current franchisee dealers is included as Exhibit E-1, old format dealers as Exhibit E-2 and grandfathered dealers as E-3. We have three old format 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:

Randy and Kathleen Gibbs
(terminated)
Gibbs Company
4725 E. Meyer Industrial Drive
Columbia, MO 65201
(573) 442-7523

Joseph Neth
Neth-Miller, LLC
P. O. Box 399
Evansville, IN 47714
(812) 436-2379

Steve Anderson
N6059 County H
DePere, WI 54115
(920) 833-0007

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.

As the new franchise format is recent, no franchise dealers/fka certified installers 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 for franchised dealers only, 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, 2019, December 31, 2018, December 31, 2017. For all years, the audited statements consist of a balance sheet, statements of operations, and changes in members' equity and cash flow.

Item 22
CONTRACTS

All current forms of proposed agreements are attached as follows:

Exhibit C	Ram Jack Franchise Dealer Agreement, including Schedule 2- Confidentiality and Restrictive Covenant Agreement
Exhibit H	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.

The California Franchise Relations Act (Business and Professions Code) Sections 20000 through 20043 provide additional rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreemeent contains a provison that is inconsistant 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 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."

Section 14.1 of the Franchise Agreement is 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 RESIDENTS OF THE STATE OF RHODE ISLAND:

Item 17 is amended by the addition of the following:
The Rhode Island Franchise Investment Act at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

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:

<u>Additional Disclosure</u>. 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. **State Administrators:**

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

NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st floor
New York, New York 10005
(212) 416-8285s

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
New York Secretary of State
99 Washington Avenue
Albany, New York 12231
518-473-2492

NORTH DAKOTA

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

OKLAHOMA

Scott Holland
Ram Jack Distributions Systems, LLC
3655 CR 1570
Ada, Oklahoma 74820

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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

Gerald Geary
2765 W. Kingsley Rd.
Garland, TX, USA 75041

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

Financial Statements

Financial Statements
December 31, 2018 and 2017

Ram Jack Systems Distribution, LLC

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, 2018 and 2017, 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, 2018 and 2017, 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
April 8, 2019

	2018	2017
Assets		
Current Assets		
Cash	$ 492,683	$ 196,613
Receivables		
Trade, net of allowance for doubtful accounts of $227,350 and $192,957 in 2018 and 2017, respectively	3,378,289	2,382,169
Notes receivable - related party, net of allowance for doubtful accounts of $0 in 2018 and 2017	209,606	12,168
Notes receivable, net allowance for doubtful accounts of $24,593 and $118,070 in 2018 and 2017, respectively	111,969	209,960
Income tax	170,888	61,957
Inventory	31,398	23,733
Total current assets	4,394,833	2,886,600
Other Assets		
Deferred tax asset	74,837	74,241
Property and equipment, net of accumulated depreciation	98,948	91,599
Total other assets	173,785	165,840
	$ 4,568,618	$ 3,052,440
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 2,614,676	$ 1,105,784
Accrued expenses	115,176	76,989
Lines of credit	166,268	187,400
Total current liabilities	2,896,120	1,370,173
Members' Equity	1,672,498	1,682,267
	$ 4,568,618	$ 3,052,440

	2018	2017
Sales	$ 22,735,026	$ 19,295,679
Cost of Sales	15,639,581	12,700,691
Gross Profit	7,095,445	6,594,988
Selling, General and Administrative Expenses	7,382,814	6,556,480
Income (Loss) from Operations	(287,369)	38,508
Other Income (Expense)		
Initial franchise fees	60,000	60,000
Other income	219,588	300,314
Interest expense	(17,303)	(12,362)
Total other income (expense)	262,285	347,952
Net (Loss) Income Before Income Taxes Income Taxes	(25,084)	386,460
Provision for (Benefit from) Income Taxes		
Current	15,910	(194,266)
Deferred	(595)	8,126
Total provision for (benefit from) income taxes	15,315	(186,140)
Net (Loss) Income	$ (9,769)	$ 200,320
Members' Equity		
Balance, Beginning of Year	$ 1,682,267	$ 1,481,947
Net (Loss) Income	(9,769)	200,320
Balance, End of Year	$ 1,672,498	$ 1,682,267

	2018	2017
Operating Activities		
Net (loss) income	$ (9,769)	$ 200,320
Charges and credits to net (loss) income not affecting cash		
Depreciation	6,216	6,063
Deferred income taxes	(596)	(8,126)
Change in provision for bad debt	(59,084)	118,401
Changes in assets and liabilities		
Trade receivables	(1,030,513)	144,165
Related party notes receivable	(197,438)	5,682
Notes receivable	191,468	11,780
Income taxes payable/receivable	(108,931)	(315,716)
Inventory	(7,665)	(1,135)
Accounts payable	1,508,892	(281,706)
Accrued expenses	38,187	27,202
Net Cash (used for) from Operating Activities	330,767	(93,070)
Investing Activities		
Purchase of property and equipment	(13,565)	-
Net Cash (used for) from Investing Activities	(13,565)	-
Financing Activities		
Net change in lines of credit	(21,132)	(159,057)
Net Cash (used for) from Financing Activities	(21,132)	(159,057)
Net Change in Cash	296,070	(252,127)
Cash, Beginning of Year	196,613	448,740
Cash, End of Year	$ 492,683	$ 196,613
Supplemental Disclosures of Cash Flow Information		
Interest paid	$ 17,303	$ 12,362
Income taxes paid	$ 180,623	$ 509,982

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 their franchise and dealer network 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 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.

In the event of delays in customer payments or at the mutual agreement of the Company and the customer, the Company may place a trade receivable into a note receivable in order to develop a payment plan and apply an appropriate interest rate on such notes. Such interest rates range from 4% to 15%. Interest income from notes receivable is recognized when earned.

Inventory

Inventory is stated at the lower of cost or net realizable value with cost being determined using the average cost method on each item. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation.

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

Depreciation expense for the years ended December 31, 2018 and 2017 was $6,216 and $6,063, respectively.

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 2018 or 2017.

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.

Franchise Activity

Ram Jack Systems Distribution offers and grants licenses to businesses as "Franchise Dealership" or "Dealership" relationships.

The Company also offers business support for foundation repair and training for installation of new construction for residential and commercial buildings as well as selling their patented and proprietary products, systems, tools and equipment. The initial franchise fee is $30,000 but does not include product or equipment.

The following provides a summary of the number of franchises granted, and closed during the years ended December 31, 2018 and 2017:

	2018	2017
Number of franchise - beginning of year	57	54
New franchises granted	3	2
Franchises closed	(3)	1
Number of franchises - end of year	57	57

Initial franchise fee revenue for the years ended December 31, 2018 and 2017 were $60,000.

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 $1,135,000 and $934,000 of shipping and handling in its revenue for the years ended December 31, 2018 and 2017, respectively.

Advertising

The Company expenses the costs of advertising as incurred. Advertising expenses for the years ended December 31, 2018 and 2017 were approximately 1,051,000 and $1,154,000, 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. 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 evaluated such matters and determined that a valuation allowance is not considered necessary as of December 31, 2018 and 2017.

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, 2018 and 2017, 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 2015.

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 the customer 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 April 8, 2019, the date which financial statements were available to be issued.

Note 3 - Notes Receivable

The activity in the Company's notes receivable is as follows for fiscal years ending December 31:

	2018		2017	
	Related Party	Other	Related Party	Other
Beginning balance	$ 12,168	$ 328,030	$ 17,850	$ 339,810
Advances	214,088	111,969	8,715	292,254
Payments received	(16,650)	(144,790)	(14,397)	(212,807)
Write-offs	-	(158,647)	-	(91,227)
Total note receivable	$ 209,606	$ 136,562	$ 12,168	$ 328,030
Less: Allowance	-	(24,593)	-	(118,070)
Net note receivable	$ 209,606	$ 111,969	$ 12,168	$ 209,960

During the year ended December 31, 2018 and 2017, interest income from notes receivable totaled approximately $17,000 and $13,000, respectively.

Note 4 - Inventory

As of December 31, 2018 and 2017, the Company's inventory is comprised of systems and parts totaling $31,398 and $23,733, respectively.

Note 5 - Property and Equipment

A summary of property and equipment at December 31, 2018 and 2017 is as follows:

	2018	2017
Leasehold improvements	$ 133,256	$ 121,267
Furniture, fixtures, and office equipment	8,876	7,301
Machinery and warehouse equipment	52,474	52,474
	194,606	181,042
Accumulated depreciation	(95,658)	(89,443)
Property and equipment, net	$ 98,948	$ 91,599

Note 6 - Income Taxes

Note: ASU 2015-17, Balance Sheet Classification of Deferred Taxes is effective for fiscal years beginning after December 15, 2017 which eliminates the requirement to present deferred tax assets and liabilities as current and noncurrent in a classified balance sheet.

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, 2018 and 2017:

	2018	2017
Deferred tax asset:		
Allowance for doubtful accounts	$ 64,247	$ 79,313
Net operating loss	15,910	-
Deferred tax liability:		
Tax basis versus U.S. GAAP basis property and equipment	(5,320)	(5,072)
Net deferred tax asset	$ 74,837	$ 74,241

The current income tax provision for the years ended December 31, 2018 and 2017 consists of the following:

		2018		2017
Federal income tax provision (benefit)				
Computed expense (benefit)	$	(6,396)	$	148,787
Permanent differences		5,801		21,090
Federal credits		-		(21,585)
Other temporary differences		(15,315)		45,974
	$	(15,910)	$	194,266

Income tax provision differs from the amount of income tax determined by applying an income tax rate of 25.5% to pretax income for the years ended December 31, 2018 and 2017, due to timing differences related to equipment depreciation, federal credits, and other temporary differences.

On December 22, 2017, the federal government enacted a tax bill, H.R.1, to provide for reconciliation pursuant to titles II and V of the concurrent resolution on the budget for fiscal year 2018, or the Tax Cuts and Jobs Act. The Tax Cuts and Jobs Act contains significant changes to corporate taxation, including, but not limited to, reducing the U.S. federal corporate income tax rate from 35% to 21% and modifying or limiting many business deductions. The Tax Cuts and Jobs Act also removes the expiration requirements for net operating losses.

Note 7 - Lines of Credit

The Company has a $300,000 line of credit with a bank which matures on May 1, 2019. Monthly payments of interest expense are required. The line of credit bears a fixed interest rate of 5.5% at December 31, 2018 and 2017. The line of credit is secured by accounts receivable, inventory, and equipment. Also, the line of credit is personally guaranteed by a member of the Company. The outstanding balance as of December 31, 2018 and 2017 was $65,869 and $87,001, 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, 2018 and 2017 was $100,399. The line of credit is secured by accounts receivable, inventory, and notes receivable. The Company paid interest related to this debt totaling approximately $17,000 and $12,000 for the year ending December 31, 2018 and 2017, respectively.

Note 8 - Commitments and Contingencies

The Company has a non-cancellable operating lease agreement for machinery and equipment. Rent expense recorded under this lease during the years ended December 31, 2018 and 2017 was approximately $12,800. The future minimum lease obligation under this lease is $15,000 per year until 2022.

Other leases are disclosed in more detail at Note 9 – Related Party Transactions.

Note 9 - 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, LLC; RJT Wichita; Ram Jack of Oklahoma, Inc.; RJ Team USA, LLC; Ram Jack Manufacturing, LLC (RJM); RJ New England; Foundation Solutions Indiana, LLC; 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. RJSD, RJM, OCL, GGL, BML and GEI share the same premises.

The Company purchases licensed products and equipment from RJM. During 2018 and 2017, the Company paid RJM approximately $13.9 million and $12.6 million, respectively, for such purchases. As of December 31, 2018 and 2017, the Company owed RJM approximately $2.5 million and $996,000, respectively.

During 2018 and 2017, Ram Jack Systems Distribution had office lease agreements with the Company's affiliates, Gregory & Gregory Leasing (GGL) and SDG Properties, LP (SDG), In January 2014, Ram Jack Systems Distribution extended these two related party office space leases for 11 years, expiring December 31, 2024. These leases result in future minimum rental payments of $174,000 per year. In addition, Ram Jack Systems Distribution had office lease agreements with the Company's affiliates, Beaver Mountain Leasing (BML), and Owl Creek Leasing (OCL) which were terminated in 2018.

In 2018, the Company started using Latta Leasing, LP (LL) for purposes of rent of shared property and equipment among the related parties. As of December 31, 2018, the Company owed LL approximately $20,000.

The monthly and annual rent expense for these agreements for the years ended December 31, 2018 and 2017 are as follows:

	2018		2017	
	Per Month Lease	Annual Lease Total	Per Month Lease	Annual Lease Total
GGL	$ 6,500	$ 78,000	$ 6,500	$ 78,000
SDG	8,000	96,000	7,500	90,000
LL	17,009	204,113	-	-
BML	2,000	18,000	2,000	24,000
OCL	1,500	13,500	1,500	18,000
		$ 409,613		$ 210,000

Additionally, the Company reimburses SDG for a portion of total liability, workers compensation, and automobile insurance. During 2018 and 2017, the Company reimbursed SDG for approximately $100,400 and $146,000, respectively, for these expenses.

Additionally, Ram Jack Systems Distribution obtained a line of credit with SDG in 2009 which is fully discussed in Note 7.

Ram Jack Systems Distribution pays GEI for various services on a monthly basis. These services are primarily accounting, consulting, and other administrative services. During 2018 and 2017, total expenses for these services were approximately $126,700 and $143,000 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 $14,000 and $13,000 in 2018 and 2017.

For the years ended December 31, 2018 and 2017, revenues included the following approximated amounts from related parties:

	2018	2017
RJT Commercial, Inc.	$ -	$ 177,200
RJM	185,500	231,800
Foundation Solutions, Indiana, LLC	114,700	
RJ of New England	140,600	76,600
RJ of Oklahoma	-	9,600
RJT Wichita	224,900	14,200
TRG	100	400
LL	119,100	20,100
RJ Solar	-	68,900
RJ Utility Solutions	5,200	2,100
	$ 790,100	$ 600,900

For the years ended December 31, 2018 and 2017, trade receivables included the following approximated amounts from related parties:

	2018	2017
RJM	$ 131,600	$ 16,600
Foundation Solutions Indiana, LLC	97,400	-
RJ of Oklahoma	-	300
RJT Commercial, Inc.	-	5,800
RJ of New England	16,000	50,900
	$ 245,000	$ 73,600

Ram Jack Systems Distribution has related party notes receivable which are fully discussed in Note 3.

Note 10 - 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, 2018 and 2017:

	2018	2017
RJ of SC, Inc.	13%	14%
RJ of Oregon	11%	*

* Indicates less than 10% in specified year.

The following table outlines customers having receivables in excess of 10% of the Company's total receivables for the years ended December 31, 2018 and 2017:

	2018	2017
RJ of SC, Inc.	*	16%
RJ of Charlotte, LLC	*	10%
RJT Comm TX	13%	*

* Indicates less than 10% in specified year.

Note 11 - 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 2018 and 2017, this percentage was 5%. During 2018 and 2017, the Company contributed approximately $71,000 and $55,000, respectively to this plan. Employees do not have to contribute but have the option to make contributions to this plan.

Financial Statements
December 31, 2017 and 2016

Ram Jack Systems Distribution, LLC

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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, 2017 and 2016, 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, 2017 and 2016, 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
April 19, 2018

	2017	2016
Assets		
Current Assets		
Cash	$ 196,613	$ 448,740
Receivables		
Trade, net of allowance for doubtful accounts of $192,957 and $108,403 in 2017 and 2016, respectively	2,382,169	2,610,888
Notes receivable - related party, net of allowance for doubtful accounts of $0 in 2017 and 2016	12,168	17,850
Notes receivable, net allowance for doubtful accounts of $118,070 and $84,223 in 2017 and 2016, respectively	209,960	255,587
Income tax	61,957	-
Inventory	23,733	22,598
Total current assets	2,886,600	3,355,663
Other Assets		
Deferred tax asset	74,241	66,115
Property and equipment, net of accumulated depreciation	91,599	97,662
Total other assets	165,840	163,777
	$ 3,052,440	$ 3,519,440
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 1,105,784	$ 1,387,490
Accrued expenses	76,989	49,787
Lines of credit	187,400	346,457
Income tax liability	-	253,759
Total current liabilities	1,370,173	2,037,493
Members' Equity	1,682,267	1,481,947
	$ 3,052,440	$ 3,519,440

Ram Jack Systems Distribution, LLC
Statements of Operations and Members' Equity
Years Ended December 31, 2017 and 2016

	2017	2016
Operations		
Sales	$ 19,295,679	$ 18,264,235
Cost of Sales	12,700,691	12,232,754
Gross Profit	6,594,988	6,031,481
Selling, General and Administrative Expenses	6,556,480	5,522,470
Income from Operations	38,508	509,011
Other Income (Expense)		
Initial franchise fees	60,000	90,000
Other income	300,314	318,397
Interest expense	(12,362)	(26,968)
Total other income (expense)	347,952	381,429
Income Before Provision for Income Taxes	386,460	890,440
Provision for (Benefit from) Income Taxes		
Current	194,266	253,759
Deferred	(8,126)	52,137
Total provision for income taxes	186,140	305,896
Net Income	$ 200,320	$ 584,544
Members' Equity		
Balance, Beginning of Year	$ 1,481,947	$ 897,403
Net Income	200,320	584,544
Balance, End of Year	$ 1,682,267	$ 1,481,947

	2017	2016
Operating Activities		
Net income	$ 200,320	$ 584,544
Charges and credits to net income not affecting cash		
Depreciation	6,063	10,463
Deferred income taxes	(8,126)	52,137
Provision for bad debt	118,401	(114,610)
Changes in assets and liabilities		
Trade receivables	144,165	(458,901)
Related party notes receivable	5,682	159,643
Notes receivable	11,780	78,042
Income taxes payable/receivable	(315,716)	78,763
Inventory	(1,135)	4,523
Accounts payable	(281,706)	(351,913)
Accrued expenses	27,202	39,429
Net Cash (used for) from Operating Activities	(93,070)	82,120
Financing Activities		
Principal payments on notes payable	-	(6,070)
Net change in lines of credit	(159,057)	(88,571)
Net Cash used for Financing Activities	(159,057)	(94,641)
Net Change in Cash	(252,127)	(12,521)
Cash, Beginning of Year	448,740	461,261
Cash, End of Year	$ 196,613	$ 448,740
Supplemental Disclosures of Cash Flow Information		
Interest paid	$ 12,362	$ 26,968
Income taxes paid	$ 509,982	$ 147,000

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 their franchise and dealer network 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.

In the event of delays in customer payments or at the mutual agreement of the Company and the customer, the Company may place a trade receivable into a note receivable in order to develop a payment plan and apply an appropriate interest rate on such notes. Such interest rates range from 6% to 7.5%. Interest income from notes receivable is recognized when earned.

Inventory

As of January 1, 2017, the Company adopted Accounting Standards Update (ASU) 2015-11, *Inventory: Simplifying the Measurement of Inventory*. This update requires inventory to be measured at the lower of cost or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Adoption of this accounting standard update is on a prospective basis.

Inventory is stated at the lower of cost or net realizable value 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

Depreciation expense for the years ended December 31, 2017 and 2016 was $6,063 and $10,463, respectively.

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 2017 or 2016.

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.

Franchise Activity

Ram Jack Systems Distribution offers and grants licenses to businesses as “Franchise Dealership” or “Dealership” relationships.

The Company also offers business support for foundation repair and training for installation of new construction for residential and commercial buildings as well as selling their patented and proprietary products, systems, tools and equipment. The initial franchise fee is $30,000, but does not include product or equipment.

The following provides a summary of the number of franchises granted, and closed during the years ended December 31, 2017 and 2016:

	2017	2016
Number of franchise - beginning of year	54	53
New franchises granted	2	3
Franchises closed	(1)	(2)
Number of franchises - end of year	55	54

Initial franchise fees for the years ended December 31, 2017 and 2016 were $60,000 and $90,000, respectively.

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 $934,000 and $788,000 of shipping and handling in its revenue for the years ended December 31, 2017 and 2016, respectively.

Advertising

The Company expenses the costs of advertising as incurred. Advertising expenses for the years ended December 31, 2017 and 2016 were approximately $1,154,000 and $687,000, 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. 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 evaluated such matters and determined that a valuation allowance is not considered necessary as of December 31, 2017 and 2016.

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, 2017 and 2016, 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 2014.

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.

Reclassifications

As a result of the implementation of ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*, that requires all deferred taxes be classified as noncurrent, the prior year presentation of deferred tax assets previously presented as current is now presented as noncurrent in order to conform to the current year presentation. This resulted in no impact to total assets, members’ equity, or net income as of and for the year ended December 31, 2016.

Subsequent Events

The Company has evaluated subsequent events through April 19, 2018, the date which financial statements were available to be issued.

Note 3 - Notes Receivable

The activity in the Company's notes receivable is as follows for fiscal years ending December 31:

	2017		2016	
	Related Party	Other	Related Party	Other
Beginning balance	$ 17,850	$ 339,810	$ 159,892	$ 417,852
Advances	8,715	292,254	70,337	-
Payments received	(14,397)	(212,807)	(133,938)	(78,042)
Write-offs	-	(91,227)	(78,441)	-
Total note receivable	$ 12,168	$ 328,030	$ 17,850	$ 339,810
Less: Allowance	-	(118,070)	-	(84,223)
Net note receivable	$ 12,168	$ 209,960	$ 17,850	$ 255,587

The Company held one unsecured note receivable from an unrelated third party of $174,113 as of December 31, 2016 that was settled in 2017 for a payment of $90,000 and the remaining balance written off as uncollectible.

The Company held one unsecured note receivable from a related party of $97,392 as of December 31, 2015 that was settled in 2016 for a payment of approximately $19,000 and the remaining balance written off as uncollectible.

During the year ended December 31, 2017 and 2016, interest income from notes receivable totaled approximately $13,000 and $15,000, respectively.

Note 4 - Inventory

As of December 31, 2017 and 2016, the Company's inventory is comprised of systems and parts totaling $23,733 and $22,598, respectively.

Note 5 - Property and Equipment

A summary of property and equipment at December 31, 2017 and 2016 is as follows:

	2017	2016
Leasehold improvements	$ 121,267	$ 121,267
Furniture, fixtures, and office equipment	7,301	7,301
Machinery and warehouse equipment	52,474	52,474
	181,042	181,042
Accumulated depreciation	(89,443)	(83,380)
Property and equipment, net	$ 91,599	$ 97,662

Note 6 - 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, 2017 and 2016:

	2017	2016
Deferred tax asset:		
Allowance for doubtful accounts	$ 79,313	$ 74,162
Deferred tax liability:		
Tax basis versus U.S. GAAP basis property and equipment	(5,072)	(8,047)
Net deferred tax asset	$ 74,241	$ 66,115

The current income tax provision for the years ended December 31, 2017 and 2016 consists of the following:

	2017	2016
Federal income tax provision		
Computed expense	$ 148,787	$ 322,747
Permanent differences	21,090	11,345
Federal credits	(21,585)	(28,196)
Other temporary differences	45,974	(52,137)
	$ 194,266	$ 253,759

Income tax provision 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, 2017 and 2016, due to timing differences related to equipment depreciation, federal credits, and other temporary differences.

On December 22, 2017, the federal government enacted a tax bill, H.R.1, An act to provide for reconciliation pursuant to titles II and V of the concurrent resolution on the budget for fiscal year 2018, or the Tax Cuts and Jobs Act. The Tax Cuts and Jobs Act contains significant changes to corporate taxation, including, but not limited to, reducing the U.S. federal corporate income tax rate from 35% to 21% and modifying or limiting many business deductions. At December 31, 2017, the Company had not completed the accounting for the tax effects resulting from the enactment of the Tax Cuts and Jobs Act, however, the Company had made a reasonable estimate of the effects on the existing deferred tax balances. The Company remeasured deferred tax assets and liabilities based on the rates at which they are expected to be utilized in the future, which is generally 21% for federal rates. However, the Company is still analyzing certain aspects of the Tax Cuts and Jobs Act and refining the calculations, which could potentially affect the measurement of those balances or give rise to new deferred tax amounts.

Note 7 - Lines of Credit

The Company has a $300,000 line of credit with a bank which matures on May 1, 2018. Monthly payments of interest expense are required. The line of credit bears a fixed interest rate of 5.5% and 5.25% at December 31, 2017 and 2016, respectively. The line of credit is secured by accounts receivable, inventory, and equipment. Also, the line of credit is personally guaranteed by a member of the Company. The outstanding balance as of December 31, 2017 and 2016 was $87,001 and $246,058, 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, 2017 and 2016 was $100,399. The line of credit is secured by accounts receivable, inventory, and notes receivable. The Company paid interest related to this debt totaling approximately $12,000 and $11,000 for the year ending December 31, 2017 and 2016, respectively.

Note 8 - Commitments and Contingencies

The Company has a non-cancellable operating lease agreement for machinery and equipment. Rent expense recorded under this lease during the years ended December 31, 2017 and 2016 was approximately $12,800 and $3,000, respectively. The future minimum lease obligation under this lease is $10,486 per year until 2021.

Other leases are disclosed in more detail at Note 9 – Related Party Transactions.

Note 9 - 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, LLC; 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.

The Company purchases licensed products and equipment from RJM. During 2017 and 2016, the Company paid RJM approximately $12.6 million and $12.3 million, respectively, for such purchases. As of December 31, 2017 and 2016, the Company owed RJM approximately $996,000 and $1.3 million, respectively.

The Company uses Latta Leasing, LP (LL) for purposes of purchasing capital expenditures among the related parties. During 2017, the Company paid LL approximately $72,100 for such purchases. As of December 31, 2017, the Company owed LL approximately $50,000.

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

During 2017 and 2016, 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. In 2017, the monthly amount paid to GGL increased to $6,500 month increasing the future minimum rental payments to $210,000 per year from 2017 until 2024. The monthly and annual rent expense for these agreements for the years ended December 31, 2017 and 2016 are as follows:

	2017		2016	
	Per Month Lease	Annual Lease Total	Per Month Lease	Annual Lease Total
GGL	$ 6,500	$ 78,000	$ 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
		$ 210,000		$ 192,000

Additionally, the Company reimburses SDG for a portion of total liability, workers compensation, and automobile insurance. During 2017 and 2016, the Company reimbursed SDG for approximately $146,000 and $158,000, respectively, for these expenses.

Additionally, Ram Jack Systems Distribution obtained a line of credit with SDG in 2009 which is fully discussed in Note 7.

Ram Jack Systems Distribution pays GEI for various services on a monthly basis. These services are primarily accounting and other administrative services. During 2017 and 2016, total expenses for these services were approximately $143,000 and $210,000 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 2017 and 2016.

For the years ended December 31, 2017 and 2016, revenues included the following approximated amounts from related parties:

	2017	2016
RJT Commercial, Inc.	$ 177,200	$ 222,400
RJM	231,800	242,000
RJ of New England	76,600	74,000
RJ of Oklahoma	9,600	7,400
RJT Wichita	14,200	170,000
TRG	400	8,400
LL	20,100	33,600
RJ Solar	68,900	-
RJ Utility Solutions	2,100	-
	$ 600,900	$ 757,800

For the years ended December 31, 2017 and 2016, trade receivables included the following approximated amounts from related parties:

	2017	2016
RJM	$ 16,600	$ 12,000
RJ of Oklahoma	300	-
RJT Commercial, Inc.	5,800	61,000
RJ of New England	50,900	39,600
	$ 73,600	$ 112,600

Ram Jack Systems Distribution has related party notes receivable which are fully discussed in Note 3.

Note 10 - 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, 2017 and 2016:

	2017	2016
RJ of SC, Inc.	14%	17%
RJ of Oregon	*	10%

* Indicates less than 10% in specified year.

The following table outlines customers having receivables in excess of 10% of the Company's total receivables for the years ended December 31, 2017 and 2016:

	2017	2016
RJ of SC, Inc.	16%	15%
RJ of Charlotte, LLC	10%	*

* Indicates less than 10% in specified year.

Note 11 - 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 2017 and 2016, this percentage was 5%. During 2017 and 2016, the Company contributed approximately $55,000 and $58,000, respectively to this plan. Employees do not have to contribute but have the option to make contributions to this plan. Total employee contributions for the years ended December 31, 2017 and 2016 were approximately $7,900 and $6,700, respectively.

EXHIBIT C

Ram Jack Franchise Dealer Agreement

RAMJACK FRANCHISE DEALER AGREEMENT

PARTIES:

Ram Jack Systems Distribution, L.L.C.,
a Texas limited liability company **"Ram Jack "**
13655 CR 1570
Ada, OK 74820

________________________________ **"Dealer"**

____

____

EFFECTIVE DATE: ______________________

PURPOSE AND BACKGROUND.

A. Ram Jack Systems Distribution, LLC ("Ram Jack") or its affiliate Gregory Enterprises, Inc. ("GEI"),

(1) have developed a foundation repair and support system of installation using patented hydraulically driven steel piering systems and other proprietary steel fabricated products including equipment/tools/products/apparatus and methods of foundation repair);

(2) 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 "Trademarks") and among other pending applications; and

(3) 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);

B. Ram Jack has previously offered other forms of franchised dealerships with some opportunities including various forms of protected territories and other requirements; however, the nonexclusive Ram Jack dealership franchise currently offered pursuant to this Agreement is the only dealership program being offered.

C. Ram Jack sells Ram Jack Products only to its franchisees, some of whom were previously called "certified installers".

1. FRANCHISE GRANT; CONDITIONS FOR PURCHASE OF RAM JACK PRODUCTS

1.1 **<u>Ram Jack Grants Dealer A Franchise License</u>:** For agreeing to the terms of this Agreement, including the obligation to purchase and use exclusively Ram Jack Products for the provision of foundation installation and repair services, Ram Jack grants to Dealer, and Dealer accepts, a non-exclusive license to use the Proprietary Marks and the System in the operation of the Dealership. Dealer will operate under the trade name "Ram Jack™" using the Proprietary Marks (described in Recital A(3)) and Proprietary Products, on the terms and conditions set out in this Agreement. Dealer agrees to begin operation of Dealer Ram Jack Foundation Solutions Dealership within 60 days of signing this Agreement or completing any applicable training whichever first occurs.

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

1.2 <u>Products Require Essential Training</u>. Ram Jack manufactures and distributes its products through a network of franchised dealers and certified installers. The franchisees and certified installers are trained in Ram Jack's confidential, proprietary methods and processes for proper use and installation of its proprietary and patented steel products, including the Products defined Section 2 below. The Products are technically complex to use and install and require detailed operational and installation procedures for proper and secure installation into the foundation of commercial and residential structures.

1.3 <u>Essential Conditions and Restrictions</u>.

(a) <u>Non-Exclusive Restricted Territory</u>. Dealer is authorized to install Ram Jack Products solely within the Territory specified in Schedule 1 to this Agreement and nowhere else unless Ram Jack gives its prior written permission which it is not obligated to give. Dealer acknowledges that Ram Jack also has granted franchises with exclusive territories throughout the country, and any installation within such territories will harm Ram Jack, its franchisee and its goodwill.

(b) <u>Use of Ram Jack Products Exclusively</u>. This Agreement authorizes Dealer to purchase and install Ram Jack Products solely following the installation guidelines provided during training. Dealer acknowledges that this Agreement and the franchise license it grants is contingent upon Dealer exclusively using Ram Jack Products in all its foundation installation and repair projects, unless Ram Jack gives its prior written permission which it is not obligated to give. Dealer acknowledges that a failure to comply with this restriction prohibiting use of other manufacturers' products and materials that are competitive with Ram Jack Products and materials is a material breach of this Agreement.

(c) Resale of Ram Jack Products Prohibited. Dealer may not sell Ram Jack Products to any unauthorized 3rd parties and shall obtain Ram Jack's consent before selling to other licensed Ram Jack franchised dealers.

(d) Enforcement. Ram Jack will strictly enforce these restrictions and any breach is grounds for immediate termination of this Agreement.

2. DEFINITIONS.

2.1 **AGREEMENT** means this Ram Jack Franchise Dealership Agreement.

2.2 **"CONTROLLING PRINCIPALS"** means those individuals who own 5% or more of the entity that is the Dealer and are signatories to this Agreement**.**

2.3 **"GEI"** refers to Gregory Enterprises, Inc., an affiliate company that holds and has licensed to Ram Jack certain patented products and processes that Ram Jack trains dealers to use and install.

2.3 **"PATENTED PRODUCTS"** means all products, methods, processes and systems for which Ram Jack 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) U.S. Patent Nos. 6,514,012; 6,931,805; 7,024,827; 7,073,296; 7,023,206; 7,607,865; and 8,887,451 (ii) U.S. Patent Application Serial Nos.13/945,119; and 16/122,840; (iii) Canadian Patent Nos. 2,365,069; 2,458,103; and 2,457,001; (iv) U.S. Trademark Registration Nos. 1539595; 1592360; 3400064; 3776908; 3776909; 4131949; 4179771; 4228914; 4594763; 4636612; 5669582; 5669589; and 5670581; (v) Brazilian Trademark Registration No. 908724349; (vi) Brazilian Trademark Application Nos. 907656692 and 908724403; (vii) Canadian Trademark Registration Nos. 1056383; 1056384; 1561756; 1561757; and 1561758; (viii) Costa Rican Trademark Registration No. 208957; (ix) Costa Rican Trademark Application No. 2019-5442; (x) Nigerian Trademark Application Nos. F/TM/O/2018/132782; and F/TM/O/2019/144559; (xi) Panamanian Trademark Application Nos. 271968; and 271969; and (xii) Uruguay Trademark Application Nos. 502636; and 502637.

2.4 **"PROPRIETARY PRODUCTS"** or "**PRODUCTS"** includes Ram Jack 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.

2.5 “**PROGRAM”** means the training program or programs offered by Ram Jack under this Agreement. Ram Jack training includes a documented process whereby individuals may demonstrate competence relating to working with the Products, specifically the installation of the Products into commercial or residential building foundations. Any modification made by Ram Jack to a method or system will be published and available through the online portal available to Ram Jack dealers and other licensed individuals. Most training and refresher training will be available and provided through Ram Jack University (“RJU”).

2.6 “**SERVICES”** means the foundation repair or construction project using the Products, relating to the installation of Ram Jack Products. Services may be more fully described in the applicable Program.

2.7 “**DEALER”** means the person or entity set forth on page 1 of this Agreement. If Dealer is an entity, then the individuals being trained for the benefit of the Dealer pursuant to this Agreement may be required to sign a Confidentiality and Restrictive Covenant Agreement in Ram Jack’s discretion.

2.8 “**TRADEMARKS”** means the Trademarks described in Paragraph A(2) above as they may be added, deleted or amended and designated for use By dealers in accordance with current trademark guidelines as provided in the Manual.

3. TRAINING.

3.1 Training. To obtain initial Dealer authorization to purchase Ram Jack Products, Dealer and Dealer’s supervising and management employees must successfully complete all required training and comply with the requirements described in the Program.

3.2 Continuing Education and Maintenance. To maintain Dealer’s authorization to purchase Ram Jack Products and to renew this Agreement, Dealer and its employees and independent contractors must comply with any and all applicable continuing education requirements that may be specified by Ram Jack from time to time.

3.2.1 Changes to Training Program. Dealer acknowledges and agrees that Ram Jack may, at its sole discretion, change the Program and/or training and refresher requirements (both initial and continuing) at any time and from time to time.

3.2.2 Refresher Training If a Dealer does not satisfactorily complete any continuing education that Ram Jack elects to require as necessary for Dealer to maintain standards, then

RAM JACK HAS THE ABSOLUTE RIGHT TO TERMINATE OR NOT TO RENEW THE DEALERSHIP ON 30 DAYS PRIOR WRITTEN NOTICE.

4. TRANSFER OR ASSIGNMENT.

4.1 **Nontransferable**. This Agreement is personal to the Dealer here named and is not transferable or assignable in whole or in part to any other party without Ramjack's prior written consent which it may grant or withhold in its sole discretion.

4.2 **Mandatory Training.** If Dealer is an entity and has no employees or controlling principals who have been satisfactorily trained by Ram Jack, then Dealer's ability to purchase Ram Jack products will be suspended until the Dealer has obtained satisfactory Ram Jack training for one or more employees or controlling principals.

5. GRANT AND CONSIDERATION.

5.1 **No Franchise Fees**. Ram Jack does not charge for its franchise license or initial training. Subject to the terms and conditions of this Agreement, Dealer will be authorized to perform installation services for the Products in compliance with the designated procedures, warranty requirements and other terms promulgated by Ram Jack from time to time.

5.2 **Limited Trademark License; Permissible Marketing**. Dealer is granted a nonexclusive license to use designated Ram Jack Trademarks. The use of Trademarks as appropriate in conjunction with Ram Jack Products is authorized and encouraged, so long as in compliance with the written guidelines that Ram Jack will provide to its dealers. From time to time, Ram Jack may change its trademark usage and standards guidelines in its sole discretion. At all times, Dealer shall identify itself and conduct business under the approved Ram Jack trade name, and its legal business or entity name and shall sign all documents, including as an example, all customer and vendor contracts as, by way of example, ABC Construction, LLC, dba Ram Jack or Ram Jack Foundations Solutions.

6. AUTHORIZATION TO USE DESIGNATION; INTELLECTUAL PROPERTY

6.1 **Service Mark and Trade Name License**. Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, Ram Jack grants Dealer a non-exclusive license to use Ram Jack's service marks, trade names and other designations (hereafter "Trademarks") in operating a Ram Jack Foundation Solutions Dealership solely in the manner that Ram Jack specify. Dealer will not use or attempt to use Ram Jack's Trademarks on services and products from anyone other than Us in the exact manner Ram Jack specify. Dealer have no right to license or sub-license any of Ram Jack's Trademarks and may use Ram Jack's Trademarks only in accordance with Ram Jack's policies and standards. Any breach of Section 6 of this Agreement or any of its sub-parts is subject to the termination provisions of Section 7.2 for cause. Dealer is specifically prohibited from using "Ram Jack" or any of Ram Jack's Trademarks, including any variation or confusingly similar name or design in Dealer's Business Entity name. If the name has already been included in Dealer's Business Entity prior to execution of this Agreement, then Dealer must immediately amend to change the name to eliminate "Ram Jack" or dissolve the entity.

6.2 Usage Guidelines. Dealer may only use or reproduce the Trademarks in the manner described in this Agreement and in other guidelines promulgated by Ram Jack from time to time. Dealer is encouraged to market and promote its use of trademarked Ram Jack Products subject to Ram Jack's prior written approval and Dealer's strict compliance with the written guidelines. Dealer shall employ best efforts to use the Trademarks in a manner that does not derogate from Ram Jack rights, and shall take no action that may interfere with or diminish Ram Jack's rights in the Trademarks or its other intellectual or proprietary rights, either during the term of this Agreement or afterwards. Dealer shall immediately cease all use of the Trademarks upon the expiration or termination of the term of this Agreement**.**

6.3 Confidential Propriety Information. All Ram Jack training materials as well as its Manual and other digital material Ram Jack designates as confidential and to which it allows Dealer to access are confidential and proprietary to Ram Jack and protected by trade secret laws as well as other statutory and common law rights.

6.4 Trademark or Trade Name License; Independent Contractor. Nothing in this Agreement authorizes Dealer to use any Ram Jack Trademarks, service marks, or logos except as expressly specified in this Agreement in association with the promotion of Ram Jack Products and the provision of foundation support services and repairs. Dealer acknowledges and agrees that it is an independent business operating under Ram Jack trade name as a franchised Ram Jack Dealership, which is only offered by means of a current Franchise Disclosure Document containing the current form of Dealer Agreement.

6.5 Advertising and Digital Marketing Approval. Dealer must submit to Ram Jack for review all marketing, advertising and promotional concepts, together with promotional or advertising materials, for its prior written approval. Dealer may not disseminate or implement advertising, promotional or marketing schemes or materials referencing any Intellectual Property or Trademarks by any means, format or form of media, including by way of example electronic or Internet except with Ram Jack's prior written approval. Dealer must strictly comply with Ram Jack's directions and standards.

6.6 Operations Manual. As part of the training and to ensure Dealer uses Ram Jack Products in compliance with standards and procedures, Ram Jack will allow Dealer access to one (1) digital copy of its Operations and Standards Manual, which may 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 Ram Jack may develop ("the Manual" or "Manuals"). The Manual will include operating procedures and standards, and other sensitive and confidential information.

Dealer must hold the Manual in strictest confidence and many not disclose nor provide access to anyone else, except with Ram Jack's written consent. Ram Jack may in its sole discretion from time to time add to, delete or amend the Manual by inserts or bulletins and changing one or more other Manuals which will then be deemed fully binding as a part of the Manual.

7. TERM AND TERMINATION.

7.1 **Term and Renewal**. The term of this Agreement is one (1) year, from the Effective Date. Either party may terminate the term of this Agreement without cause by giving 30 days prior written notice to the other party, otherwise it will automatically renew 12 calendar months from the Effective Date. If Dealer is re-certified and satisfies Ram Jack's refresher training for renewed certification and Ram Jack is offering renewal, then Ram Jack may offer to extend this Agreement for another year or require execution of its then current form of Certification Agreement.

7.2 **Termination for Cause**. Without prejudice to any rights it may have under this Agreement or in law, equity, or otherwise, Ram Jack may immediately terminate the term of this Agreement and any Certifications granted hereunder upon the occurrence of any one or more of the following events: (i) If Dealer fails to perform any its covenants, duties or obligations under this Agreement including without limitation the restrictions of Paragraph 1.3 above; or (ii) If Dealer renders the Services without using a Certified Installer, or if Dealer no longer employs any Certified Installers; or (iii) If any regulatory agency finds that Services as provided by Dealer are defective or improper in any manner or form; or (iv) If any actual or potential adverse publicity or other information about Dealer or Dealer's provision of the Services, causes Ram Jack, in its sole judgment, to believe that Ram Jack's reputation will be adversely affected.

7.3 **Consequence Of Termination**. Upon termination or expiration of the Agreement: (i) all Certifications of Dealer and its Installers will be revoked, (ii) Dealer must immediately cease all display, advertising, and other use of the Certification and Trademarks, (iii) Dealer may no longer perform services using Ram Jack Products or trade secret and confidential information, and (iv) all rights granted under this Agreement will immediately and automatically revert to Ram Jack. Notwithstanding the foregoing, Sections 9, 10, 11, 12 and 14 and those that terms, by their nature should survive, shall survive the termination of the term of this Agreement.

8. CONDUCT OF BUSINESS.

8.1 **Standards of Conduct**. Dealer agrees to: (i) conduct business in a manner which reflects favorably at all times on the Products, goodwill and reputation of Ram Jack; (ii) avoid deceptive, misleading or unethical practices which are or might be detrimental to Ram Jack or the Products; (iii) refrain from making any representations, warranties, or guarantees to customers that are inconsistent with the policies established by Ram Jack; (iv) avoids making any representations, warranties, or guarantees to customers on behalf of Dealer; and (iv) comply with all applicable United States laws and regulations and other applicable governmental laws and regulations.

8.2 Independent Business Status. Neither this Agreement, nor any terms or conditions contained herein, may be construed as creating a partnership, joint venture or agency relationship between Dealer and Ram Jack or as granting a franchise. Dealer may not advertise, promote, or suggest in any manner that the services being provided to customers by Dealer are provided by, sponsored by, or associated with Ram Jack, or that Dealer is employed by, affiliated with, or sponsored by Ram Jack, except to state that Dealer has successfully completed all requirements for the particular Program.

8.3 Required Disclaimer. During the term of this Agreement, Dealer shall insert the following language in each contract pursuant to which Dealer will provide services involving Ram Jack Products: "Ram Jack is not a party to this Agreement, and shall have no liability whatsoever with respect to the services that are the subject of this contract. The services I or [insert entity name] provide under this contract are not provided, licensed, or sponsored by Ram Jack.

8.4 Honest Representations. In addition to the terms of this Section 8, Dealer specifically acknowledges and agrees not to misrepresent its Certification status, nor its level of skill and knowledge related thereto.

9. OWNERSHIP; CONFIDENTIALITY.

9.1 Ram Jack as Owner. No title to or ownership of any software or proprietary technology or intellectual property related to the Products will be transferred to Dealer. Ram Jack owns and retains all title and ownership of all intellectual property rights in the Products, including all software, firmware, documentation, related materials, and all modifications to and derivative works related to the Products.

9.2 Confidentiality. Dealer agrees to be bound by and observe the proprietary nature of the Confidential Information relating to the Products acquired by reason of Dealer or its employee's certification under this Agreement.

9.2.1 Dealer acknowledges that the trade secrets, information, Manual, ideas, formulas, processes, research, methods, improvements, and copyright materials, owned or developed by Ram Jack, whether or not published, confidential, or suitable for registration or copyright, and the goodwill associated with them, are and will remain its sole and exclusive property and are provided or revealed to Dealer in trust and confidence for use only in the proper installation of Ram Jack Products and for the purpose of operating as a Ram Jack Dealer. Dealer's officers, members, shareholders and employees shall sign the current form of Confidentiality And Restrictive Covenant Agreement as required by Ram Jack, a copy of which is attached to this Agreement as Schedule 2.

9.2.2 “Confidential Information” and “Trade Secrets” mean the components of the Ram Jack know how and methods, use of Proprietary Products, the contents of the all training materials, manual, and information in any other medium Ram Jack develops and however it may convey them to Dealer. All information and, 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 Ram Jack may designate as confidential will be deemed confidential and trade secret for purposes of this Agreement.

10. INDEMNIFICATION BY DEALER.

Dealer agrees that Ram Jack shall have no liability to Dealer or any of Dealer’s clients or customers and Dealer agrees to defend (at Ram Jack’s option), indemnify and hold Ram Jack, its affiliates and subsidiaries and their respective officers, directors, shareholders, employees, agents, successors and assigns harmless for any and all claims, demands, losses, liabilities, damages, costs and/or expense (including reasonable legal fees) arising out of or relating to: (i) Dealer’s operation of a Ram Jack Dealership, (ii) Dealer’s breach or default of this Agreement, (iii) the performance, promotion, sale, or distribution of Dealer’s services as a franchised Dealer, (iv) Ram Jack’s termination of the term of this Agreement, (v) Dealer’s or Dealer’s employees performance or non-performance under this Agreement, (vi) Dealer’s or Dealer’s employees work with the Products; and/or (vii) for any personal injury, product liability, or other claim arising from Dealer or Dealer’s employees working with the Products. If Ram Jack seeks indemnification under this Section, Ram Jack will notify Dealer of any claim or proceeding brought against it for which it seeks indemnification under this Agreement. Dealer shall reimburse Ram Jack upon demand for any expenses reasonably incurred by Ram Jack in defending such a claim, including, without limitation, attorney’s fees and costs, as well as any judgment on or settlement of the claim in respect to which the foregoing relates.

11. LIMITATION OF LIABILITY.

IN NO EVENT SHALL RAM JACK OR ITS AFFILIATES OR SUBSIDIARIES BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO DEALER’S PERFORMANCE OF SERVICES OR USE AND INSTALLATION OF PRODUCT, OR USE OF OR INABILITY TO USE THE Trademarks, OR ARISING FROM OR RELATED TO THE TERMINATION OF DEALER’S FRANCHISE OR THIS AGREEMENT, EVEN IF RAM JACK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. INSURANCE.

While this Agreement is in effect, at a minimum Dealer 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 applicable 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 reduced by the costs of defense. The Licensee shall maintain the required insurance in force continuously as long as the Certification Agreement is in force. All insurance policies will be issued by companies having not less than Best's A-IX and will name Ram Jack 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 Ram Jack.

All policies will contain a provision that Ram Jack and any affiliate, although named as an insured, will nevertheless be entitled to recovery under the policies for any loss, injury, or damage to Ram Jack, its servants, agents, and employees by reason of Dealer's negligence, acts or omissions. Dealer will provide Ram Jack copies of the 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 Dealer's activities as it relates to the installation and use of Ram Jack Products and shall state that it is primary insurance in regard Ram Jack, its officers and employees. Ram Jack must be named as an additional insured. If available within Dealer's 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 Ram Jack, which reserves reserve the right to require complete copies of insurance policies at all times. Dealer acknowledges 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 Dealer's sole responsibility.

13. REVISION OF TERMS.

Ram Jack reserves the right to revise the Agreement terms from time to time. In the event of a revision, Dealer signing or otherwise manifesting assent to a new agreement may be a condition of continued Certification.

14. GENERAL PROVISIONS.

14.1 <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of Oklahoma, without regard to any rules on conflict of laws. Each party submits to the exclusive jurisdiction of any state or federal court of competent jurisdiction located in Pontotoc County Oklahoma.

Dealer waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision and waives any objection to such jurisdiction. Notwithstanding the foregoing, Ram Jack may bring an action for a temporary restraining order, temporary or preliminary injunctive relief, or to litigate matters in any federal or state court of general jurisdiction in the state in which Dealer resides or in which its business is located.

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14.2 Non-Waiver. A waiver of Dealer's or Ram Jack's respective breach or default of any of their respective representations, warranties, covenants, duties, agreements or obligations or any term or provision of this Agreement will be effective only if in writing and signed by the other party to this Agreement. The waiver will be limited to the breach or default described therein; no such waiver may be or be deemed a waiver of any other, similar, prior, continuing or subsequent breach or default.

14.3 Assignment. Neither this Agreement nor any of Dealer's rights or obligations arising under this Agreement may be assigned without Ram Jack's prior written consent. Any attempt to assign all or part of this Agreement without Ram Jack's consent is void and a material breach. This Agreement is freely assignable by Ram Jack, and will be for the benefit of Ram Jack's successors and assigns.

14.4 Entire Agreement. This Agreement together with any Ram Jack modifications from time to time constitutes the entire agreement and understanding between Dealer and Ram Jack with regard to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between Dealer and Ram Jack. NOTHING IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS RAM JACK MADE IN THE FRANCHISE DISCLOSURE DOCUMENT.

14.5 Independent Contractors. Dealer acknowledges that Dealer and Ram Jack are independent contractors and agree that Dealer may not represent itself as an agent or legal representative of Ram Jack. This Agreement does not create a relationship of principal and agent, joint venture, partnership or employment, nor is Ram Jack to be construed as a fiduciary in any way. No person or entity may be deemed a third-party beneficiary of this Agreement.

14.6 Compliance with Laws. Dealer agrees to comply at its own expense with all laws regulations, and orders of any governmental body which are applicable to or result from its rights and obligations under this Agreement.

14.7 Waiver of Jury Trial. DEALER AND RAM JACK HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

14.8 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.

16. REPRESENTATIONS AND GUARANTEES OF EQUITY HOLDERS

If Dealer is a corporation, partnership, or other legal entity ("Business Entity"), the shareholders, members, or other parties agree to be bound by all the terms of this Agreement and shall sign as Principals below. At any time upon request, Dealer will provide Ram Jack with a verified 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 Dealer, in the form that Ram Jack may require.

17. SIGNATURES; EFFECTIVE DATE.

This Agreement is not effective until completed and signed by Ram Jack:

THIS AGREEMENT IS EFFECTIVE AS OF _____________________ , 20__.

DEALER (if Entity)

____
A ___________________________________
(Type of Entity and State Where Formed)

By: ____
Title/Name:____
Dated: ____

DEALER (individual)

____
Name:____
Employee or principal of: __________________________
Dated: ____

"RAM JACK"
Ram Jack Systems Distribution, LLC

By: ____
Scott Holland, General Manager
Dated: ____

PRINCIPALS' GUARANTEE:

In accordance with Section 16, the undersigned personally join in this Franchise Dealer Agreement dated ____________________, 20___ between Ram Jack Systems Distribution, LLC, a Texas limited liability company ("Ram Jack") and ____________________ ("Dealer") on behalf of__________________________________.

PRINCIPALS:

___________________________	______________________________
Print Name	Signature
____________________________	______________________________
Position or Interest	Date
___________________________	______________________________
Print Name	Signature
____	____
Position or Interest	Date
___________________________	______________________________
Print Name	Signature
____	____
Position or Interest	Date

SCHEDULE 1 TO FRANCHISE DEALER AGREEMENT
– DEALER'S NONEXCLUSIVE TERRITORY (Para. 1.3)

SCHEDULE 2 TO FRANCHISE DEALER AGREEMENT

Confidentiality and 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 _________________.

INTRODUCTORY TERMS:

1. Pursuant to a Franchise Dealer 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 ____% 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 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 Ram Jack 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, equipment or other items, related products or any other Ram Jack services and Products then being offered by Franchisor, or by Ram Jack franchises (whether for purchase or are offered without charge as a premium or packaged with services) 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 (ARelated 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 Oklahoma.

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.

10. Execution. The signatures of the parties to this Agreement follow on the next page.

[Balance of page intentionally blank]

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(s) as Individuals:
Date: _____________________
By: ______________________________________
Print Name: ______________________________

Date: _____________________
By:_______________________________________
Print Name: ____________________________

Date: _____________________
By:_______________________________________
Print Name: _____________________________

Franchisor:
Ram Jack Systems Distribution, LLC
Date: _____________________
By: __________________________________
Its: __________________________________

EXHIBIT D to FDD

Operations Manual

OPERATING MANUAL TABLE OF CONTENTS

Exhibit E -1 to FDD

List of Authorized New Format Franchisees
As of December 31, 2019

	State	Dealer	Address
1	Indiana	Rick Bogacki	120 East Louisiana St. Evansville, IN 47711 812-270-3455
3	Michigan	Troy Miller	4590 Whittum Rd. Easton Rapids, MI 48827
4	New Hampshire	Stavros Charalambous Arta Foundations Repair, Inc.	24 Hemlock St. Londonderry, NH 03053 603-306-9164
6	Texas	Chad Knowlton	1015 Archer St. Spearman, TX 79081 806-330-0453

Exhibit E - 2 to FDD

List of Authorized Old Format Franchisees
(As of December 31 2019)

	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 d/b/a B-Line Construction (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		Southern Heritage Homebuilders, Corp. d/b/a Ram Jack Solid Foundations III (Matthew Miller))	420 SW 11th Ave High Springs, FL 32643 (386) 454-1920
12		Ram Jack Tampa (Scott Erlewine)	9606 Riverchase Dr. New Port Richey, FL 727-447-5502
13		Foundation Solutions of Florida, LLC d/b/a Ram Jack Foundation Repair Scott Erlwewine	14403 North Main Jacksonville, Fl 32218 (866) 726- 63723

14		Florida Foundation Repair, LLC d/b/a Ram Jack Orlando (Scott Erlewine)	14403 North Main Jacksonville, FL 33218 (877) 726-6372
15	Kansas	Ram Jack Witchita d/b/a Spartan Installation and Repair, LLC (Andrew Vielsides)	608 W. Texas Wichita, KS 67213 (316) 719-0441
16		Ram Jack d/b/a Spartan Installation and Repair, LLC (Andrew Vielsides	9010 Rosehill Rd Lenexa, KS 67213 (816)237-0037
17	Kentucky	Ram Jack of Louisville (Keith O'Gara)	3909 Bishop Lane ,Suite 2 Louisville, KY 40218 (502) 272-9399
18	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
19		Foundation Solutions of Louisiana,LLC Scott Erlewine	5096 Hwy 190 Eunice, LA 70535
20	Maryland	Ram Jack Chesapeake d/b/a Chesapeake Foundation Solutions (Richard Hammond)	521 Defnese Hwy, Suite B Annapolis, MD 21401
21	Massachusetts	Ram Jack New England (Anthony Capelle)	10 Kendrick Road, Unit 17 Wareham, MA 02571 (508) 295-3133
22	Mississippi	Ram Jack Southern Mississippi (Steve Folk)	212 Sweetbriar Lane Madison, MS 39110 (601) 456-4177
23		Ram Jack Mississippi d/b/a Ryder Reeves Clint Sumrall	421 Business Park Drive Madison, MS 39130 (601)707-3012
24	Missouri	Ram Jack of Columbia (Andrew Vleisides)	9205 W 145th Place Overland Park, KS 66221 (816) 237-0037
25		Right Way Enterprises d/b/a Ram Jack of Southern Missouri (Josh Way)	P. O. Box 838 Nixa, MO 65714 (417) 374-7400
26	Nebraska	Tri State Solutions, LLC d/b/a Ram Jack of Omaha (Mike Kleyla)	1104 3rd Corso Nebraska City, NE 68410 (402) 933-3838
27		Ram Jack Lincoln d/b/a Ram Jack Omaha (Mike Kieyla)	1104 3rd Corso Nebraska City, NE 68410 (402) 933-3838

28	Nevada	Silverado Excavating, LLC Bob Fehling	593 Overmeyer Rd. Suite A Sparks, NV 89431 (775) 284-1964
29	North Carolina	Residential Foundation Solutions, Inc. (Rick Sykes)	4122 Bennett Memorial Rd.,Ste 304 Durham, NC 27705 (888) 309-9727
30		Ram Jack of Charlotte (Mark Beckham)	11845 Vanstory Drive Huntersville, NC 28078 (704) 892-2900
31	North Dakota	Ram Jack North (Scott Fluge)	541 16th St. NE West Fargo, ND 58078 (701) 532-0625
32	Oregon	Ram Jack West Kem,LLC \Ken Marquardt	850 Bethel Drive Eugene, OR 97402 (866) 472-6522
33	Pennsylvania	Ram Jack Pittsburgh d/b/a Timber Building Company, Inc. (Dan Palmer, Jr.)	11075 Parker Dr. North Huntington, PA 156+42 (412) 567-5292
34	South Carolina	Ram Jack of South Carolina, Inc. (Scott Erlewine)	2075 U.S. Hwy 21 South Ridgeway, SC 29130 (803) 223-0764
35	Tennessee	Bolton Companies, Inc., dba Ram Jack of Tennessee (Eddie & Jacob Bolton)	8079 Ellington Drive Milan, TN 38358 (731) 723-5764
36		Ram Jack of Eastern Tennessee Scott Erlewine	4121 Topeka St. Knoxville, TN 37917 (423) 842-2888
37		Ram Jack of Middle Tennessee (Mark Beckham)	11845 Vanstory Drive Huntersville, NC 28078 (704) 892-2900
38	Virginia	Virginia Commonwealth Foundation Solutions, LLC d/b/a Ram Jack of the Commonwealth (Rick Sykes)	4122 Bennett Memorial Rd.,Ste 304 Durham, NC 27705 (888) 309-9727
39		Ram Jack Northern Virginia(Kenny thorsted	10826 D Courthouse Rd Frederickburg, VA 22408 (540) 8452-0777
40		Ram Jack Virginia Beach (Rick Sykes)	4122 Bennett Memorial Rd.,Ste 304 Durham, NC 27705 (888) 309-9727
41		Ram Jack Eastern Virginia d/b/a Venture Construction Company (Kenny and Debbie Lee)	88 Butler Farm Road Hampton, VA 23666 (757) 766-1767

42	Washington	Ram Jack West d/b/a Kem, Inc.-Ram Jack West (Ken Marquardt)	19904 Des Moines Memorial Dr. SeaTac, WA 98148 (541 255-4538
43	West Virginia	Ram Jack of West Virginia d/b/a Moran Construction (Jody Bonnette)	417 Virgina Street Marietta, OH 45750 (740) 374-2362

Exhibit E - 3 FDD

List of Authorized Dealers
(As of December 31 2019)

	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	New Mexico	Ram Jack of New Mexico (Tim Davis)	2425 Monroe St. NE Albuquerque, NM 87110 (505) 771-8890
9	New York	Young Certified Foundation Experts (Dick & Pat Young)	413 Shanley Street Cheektowaga, NY 14206-2348 (716) 893-1939
10	Oklahoma	Ram Jack Oklahoma (Tina Gregory)	120 W. 7th Ada ,OK 74820 (580) 436-4900
11		American Leveling (OKC) (Doug Denison)	6201 Shiloh Blvd Oklahoma City, OK 73179 (405) 787-9229
12	Ohio	B-Level, LTD (Tom Schreyer)	5020 Basil Western Road Baltimore, OH 43105 (614) 837-1269
13		Ram Jack of Ohio (Skip Follett)	1450 E. 357th Street Eastlake OH 44095

			(440) 975-3595
14		Jack Boiman Sons & Daughters (John Boiman)	9650 Cilley Rd. Cleves, OH 45002 (513) 598-2800
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
17	Canada	Mainland Concrete Lifter/Ram Jack Solutions (Grant Molsberry)	#702-30711 Simpson Road Abbotsford, BC V2T 6Y7 (800) 231-3132
18		Mr. Foundation (Patrick Lecours)	99-5460 Canotek Road Ottawa, ON, K1J 9G9 (613) 746-7300
19		Huron District Contracting Limited, LC (Richard H. Peaver)	100 N. Harper Rd. W.West Goderich, Ontario N7A 4C6 Canada (519) 524-8836
20		Ram Jack of Saskatchewan/Alberta (Tony Senz)	Box 1714 Regina, Saskatchewan S4P 3C6 Canada (306) 586-6661
21	Panama	Ram Jack of Panama, SA (Rogelio Octavio Dumanoir Jimenez)	Vila Zaita, Bldg. 7 Panama City, Republic of Panama (507) 237-2084
22	Puerto Rico	Ram Jack del Caribe (Carlos Garcia - Ortiz)	400 Calle Calaf PMB 408 San Juan, PR 00918 (787) 349-9999

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.)

STATE EFFECTIVE DATES:

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

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

State	**Effective Date:**
California	July 11, 2019
Illinois	April 19, 2019
Indiana	August 7, 2019
Maryland	December, 2018*
Michigan	July 10, 2019
Minnesota	August 12, 2019
New York	September 24, 2019
North Dakota	April 24, 2019
Rhode Island	March 6, 2019
Virginia	August 12, 2019
Washington	November 18, 2018*
Wisconsin	September 13, 2019

All states registered old formate only

**renewal pending*

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

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: Scott Holland, Shane Johnson, Hollie Furimsky, Richard Kent Morrison, Curtis Wilson13655 CR 1570, Ada, OK 74820. Their phone number is 1-888-332-9909.

Date of Issuance: February 16, 2020

Ram Jack Systems Distribution, LLC authorizes the 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 February 16, 2020 that included the following Exhibits:

A LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
B FINANCIAL STATEMENTS
C RAM JACK FRANCHISE DEALER AGREEMENT (FA)
Schedule 1 - Territory
Schedule 2 - Confidentiality and Restrictive Covenant Agreement
D OPERATIONS MANUAL TABLE OF CONTENTS
E-1 LIST OF NEW FORMAT FRANCHISEE DEALERS
E-2 LIST OF OLDFORMAT FRANCHISEE DEALERS
E-3 LIST OF AUTHORIZED DEALERS
F GENERAL RELEASE

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

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.

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Prospective Franchisee

By:______________________________
Date:____________________________

Prospective Franchisee

By:______________________________
Date:____________________________