

FRANCHISE DISCLOSURE DOCUMENT



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 piercing 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 23, 2021

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. **Out-of-State Dispute Resolution.** 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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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 piling 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 piercing 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 piercing 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 piling 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 piling 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

Steven D. Gregory - Founder and Member

Stephen Gregory is the founder of the Ram Jack system of foundation repair and support.

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

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 Kosemund - 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.

Justin Presley - National Accounts Manager

Justin has been our National Accounts Manager since March 2017. From August 2001 to March 2017, Justin was Training Development Manager for the Chickasaw Nation responsible for all training, senior staff curriculum, strategic planning and implementation of various aspects of training and new employee orientation.

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

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 <u>LOW RANGE</u>	ESTIMATED AMOUNT OR ESTIMATED <u>HIGH RANGE</u>	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	\$100	\$1000	As Incurred	Before Opening	Insurer
----- Initial Workers' Compensation Insurance Monthly Premium	\$1,000	\$5,000			
----- Initial General Liability Insurance Monthly Premium	\$100	\$1,000			

EXPENDITURE	ESTIMATED AMOUNT OR ESTIMATED LOW RANGE	ESTIMATED AMOUNT OR ESTIMATED HIGH RANGE	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
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 piling 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 piling 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 do 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 12/31/20 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

Obligation	Section/Paragraph in Agreement	Item in Franchise Disclosure Document
n. Insurance	Section 12	Item 7
o. Advertising	Sections 5.2 and 6.2	Items 6, 7 and 11
p. INDEMNIFICATION	Section 10	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	Section 14.1, 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 piercing 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	<u>8 Hours</u>	<u>0 Hours</u>	<u>Corporate Office, Ada OK</u>
Production	8 Hours	10 Hours	<u>Corporate Office, Ada OK</u>
Sales	12 Hours	2 Hours	<u>Corporate Office, Ada OK</u>
<u>TOTALS</u>	28 Hours	12 Hours	<u>40 Hours</u>

Instructors

Ron Sluder, Sales Team Leader
Jimmy Ireland, Production Leader
Curtis Wilson, Business
Darin Willis, Engineering

Subject

Sales
Production
Accounting
Technical

Relevant experience

20 years
19 years
20 years
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 the 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 piling 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

Trademark*	Description of products or services	Class(es)	Principal or Supplemental Register	Filing Date or Registration Date
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 Trademark 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 piercing systems of foundation repair, piercing 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 piling 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 piling 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.

Provision	Section/Paragraph in Franchise Agreement	Summary
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; Subject to state law
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

Provision	Section/Paragraph in Franchise Agreement	Summary
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	ESubject to state law, 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)

Provision	Section/Paragraph in Franchise Agreement	Summary
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 Rick Morrison 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 2018 to 2020 as of December 31st**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	41	42	+1
	2019	42	44	1
	2020	44	44	0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
New Format Franchisee Dealers	2018	0	0	0
	2019	0	4	+4
	2020	4	14	+10
Company-Owned/Affiliate Owned	2018	1	2	+1
	2019	2	2	0
	2020	2	1	-1
Total Outlets	2018	42	44	+2
	2019	44	49	+5
	2020	50	59	+9

**Transfers of Outlets from New Format Franchisee Dealers to New Owners
(other than the Franchisor) For Calendar Years 2018 to 2020 - 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 2018 to 2020 - Table 2-B**

State	Year	Number of Transfers
Mississippi	2018	1
	2019	0
	2020	0
Missouri	2018	0
	2019	0
	2020	0
Ohio	2018	0
	2019	0
	2020	0
Virginia	2018	1
	2019	0
	2020	0

State	Year	Number of Transfers
All States	2018	2
	2019	0
	2020	0

**Status of New Format Franchisee Dealer Outlets
For Calendar Years 2018 to 2020 Table 3-A**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Connecticut	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
Indiana	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Michigan	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Missouri	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
New Hampshire	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
New York	2018	0	0	0	0	0	0	0
	2019	0	3	0	0	0	0	3
	2020	0	0	0	0	0	0	0
Ohio	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1

Texas	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Utah	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Wisconsin	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Totals	2018	0	0	0	0	0	0	0
	2019	0	4	0	0	0	0	4
	2020	4	10	0	0	0	0	14

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Arizona	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Arkansas	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
California	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
Colorado	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Connecticut	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Delaware	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Florida	2018	5	1	0	0	0	1	5
	2019	5	1	0	0	0	0	6
	2020	6	0	0	0	0	0	6
Georgia	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Idaho	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Illinois	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Indiana	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
Iowa	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termin- ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2020	0	0	0	0	0	0	0
Kansas	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Kentucky	2018	1	1	1	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Louisiana	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Maine	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Maryland	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Massachusetts	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Michigan	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Minnesota	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Mississippi	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Missouri	2018	3	1	2	0	0	0	2
	2019	2	1	1	0	0	0	2
	2020	2	0	0	0	0	0	2
Montana	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Nebraska	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Nevada	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
New Hampshire	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
New Jersey	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	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	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
North Carolina	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
North Dakota	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Ohio	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Oklahoma	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Oregon	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Pennsylvania	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Rhode Island	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
South Carolina	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
South Dakota	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Tennessee	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Termin- ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Texas	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Utah	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Vermont	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Virginia	2018	3	1	0	0	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
Washington	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
West Virginia	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Wisconsin	2018	0	0	0	0	0	0	0
	2019	0	1	1	0	0	0	0
	2020	0	0	0	0	0	0	0
Wyoming	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Totals	2018	41	4	2	0	0	1	42
	2019	42	5	2	0	0	1	44
	2020	44	0	0	0	0	0	44

Status of Company and Affiliate Owned Outlets*
For Calendar Years 2018 to 2020 - 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	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
All States	2018	1	1	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	1	1

**There are no company owned dealerships.*

**Projected Openings
As of December 31, 2020 - 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 international) 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:

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: Stephanie, Secretary/Treasurer, 5250 Highway 78, Suite 750-146, Sachse, TX 75048 (469) 525-7551, 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, 2020, December 31, 2019 and December 31, 2018. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR RESIDENTS OF THE STATE OF ILLINOIS

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

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

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

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

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

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

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

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

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

(v) "Choice of forum shall be Illinois"

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

FOR RESIDENTS OF THE STATE OF INDIANA

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

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

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

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

FOR RESIDENTS OF THE STATE OF MARYLAND

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

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

Under certain circumstances, Paragraph 13.2 of the Franchise Agreement requires you to submit to a court proceeding in the State of Oklahoma. These provisions may run

contrary to the Maryland Franchise Registration and Disclosure Law. Therefore, nothing will preclude you from being able to enter into litigation with us in Maryland, as long as the nature of the litigation is not the type of dispute, controversy, claim, action, or proceeding which would be subject to arbitration under the Franchise Agreement.

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

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

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

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

FOR RESIDENTS OF THE STATE OF MINNESOTA

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

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3,4, and 5, which require (except in certain specified cases) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

Pursuant to Minnesota Statutes, Section 80C.12, Subd. 1 (g), Item 13 of the Franchise Disclosure Document and the applicable sections of the franchise agreement are supplemented a follows: "The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. "

FOR RESIDENTS OF THE STATE OF NEW YORK

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

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

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

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

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

Provisions of general releases are mentioned in the Offering Prospectus and specified in the Franchise Agreement. These releases are limited by the following: all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force, it being the intent that the non-waiver provisions of the General Business Law of the State of New York Sections 687.4 and 687.5 be satisfied.

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

The choice of law of the Franchise Agreement should not be considered a waiver of any right conferred upon either you or us by the General Business Law of the State of

New York, Article 33."

FOR RESIDENTS OF THE STATE OF NORTH DAKOTA

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

Item 6 Other Fees

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

Item 17 Renewal, Termination, Transfer And Dispute Resolution

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

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

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

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

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

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

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

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

FOR 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:

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

By statute, 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

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually

agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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) 416-8285

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

RHODE ISLAND

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

SOUTH DAKOTA

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

TEXAS

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

EXHIBIT B to FDD

Financial Statements



Financial Statements
December 31, 2019 and 2018
Ram Jack Systems Distribution, LLC

Ram Jack Systems Distribution, LLC

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December 31, 2019 and 2018

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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, 2019 and 2018, 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.

What inspires you, inspires us. | eidebailly.com

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, 2019 and 2018, 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.

Emphasis of Matter*Correction of Error*

As discussed in Note 13 to the financial statements, certain errors resulting in an understatement of amounts previously reported for property and equipment, capital leases payable and related expense accounts as of and for the year ended December 31, 2018, were discovered and corrected by management of the Company during the current year. Accordingly, amounts reported for property and equipment, capital leases payable and related expense accounts have been restated in the 2018 financial statements now presented. Our opinion is not modified with respect to that matter.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Oklahoma City, Oklahoma
May 26, 2020

Ram Jack Systems Distribution, LLC

Balance Sheets

December 31, 2019 and 2018

Assets	2019	Restated 2018
Current Assets		
Cash	\$ 189,156	\$ 492,683
Receivables		
Trade, net of allowance for doubtful accounts of \$227,222 in 2019 and \$227,350 in 2018	3,405,383	3,378,289
Notes receivable - related party, net of allowance for doubtful accounts of \$0 in 2019 and 2018	277,828	209,606
Notes receivable, net allowance for doubtful accounts of of \$0 in 2019 and \$24,593 in 2018	96,737	111,969
Income tax	6,700	170,888
Prepaid expense	63,374	-
Inventory	20,438	31,398
Total current assets	4,059,616	4,394,833
Other Assets		
Deferred tax asset	41,211	74,837
Property and equipment, net	1,913,147	1,849,137
Total other assets	1,954,358	1,923,974
	<u>\$ 6,013,974</u>	<u>\$ 6,318,807</u>
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	\$ 2,377,484	\$ 2,614,676
Capital lease payable, current portion	106,128	93,366
Accrued expenses	33,403	115,176
Lines of credit	176,268	166,268
Total current liabilities	2,693,283	2,989,486
Long-term liabilities		
Capital lease payable, net of current portion	1,570,851	1,676,979
Total Liabilities	4,264,134	4,666,465
Members' Equity	1,749,840	1,652,342
	<u>\$ 6,013,974</u>	<u>\$ 6,318,807</u>

Ram Jack Systems Distribution, LLC
Statements of Operations and Members' Equity
Years Ended December 31, 2019 and 2018

	2019	Restated 2018
Sales	\$ 21,556,883	\$ 22,735,026
Cost of Sales	14,116,010	15,639,581
Gross Profit	7,440,873	7,095,445
Selling, General and Administrative Expenses	7,260,189	7,322,578
Income (Loss) from Operations	180,684	(227,133)
Other Income (Expense)		
Franchise fees	-	60,000
Other income	196,270	219,588
Interest expense	(156,982)	(97,695)
Total other income	39,288	181,893
Net (Loss) Income Before Income Taxes		
Income Taxes	219,972	(45,240)
(Provision for) Benefit from Income Taxes		
Current	(88,848)	15,910
Deferred	(33,626)	(595)
Total (provision for) benefit from income taxes	(122,474)	15,315
Net Income (Loss)	\$ 97,498	\$ (29,925)
Members' Equity		
Balance, Beginning of Year	\$ 1,652,342	\$ 1,682,267
Net Income (Loss)	97,498	(29,925)
Balance, End of Year	\$ 1,749,840	\$ 1,652,342

Ram Jack Systems Distribution, LLC

Statements of Cash Flows

Years Ended December 31, 2019 and 2018

	2019	Restated 2018
Operating Activities		
Net income (loss)	\$ 97,498	\$ (29,925)
Charges and credits to net loss not affecting cash		
Depreciation	108,566	74,300
Deferred income taxes	33,626	(595)
Bad debt expense	72,251	(59,084)
Changes in assets and liabilities		
Trade receivables	(26,966)	(1,030,513)
Related party notes receivable	(68,222)	(197,438)
Notes receivable	(57,147)	191,468
Income taxes payable/receivable	164,188	(108,931)
Inventory	10,960	(7,666)
Prepaid expenses	(63,374)	-
Accounts payable	(237,192)	1,508,892
Accrued expenses	(81,773)	38,187
Net Cash (used for) from Operating Activities	(47,585)	378,695
Investing Activities		
Purchase of property and equipment	(172,576)	(13,565)
Net Cash used for Investing Activities	(172,576)	(13,565)
Financing Activities		
Principal payments on capital leases	(93,366)	(47,928)
Net change in lines of credit	10,000	(21,132)
Net Cash used for Financing Activities	(83,366)	(69,060)
Net Change in Cash	(303,527)	296,070
Cash, Beginning of Year	492,683	196,613
Cash, End of Year	\$ 189,156	\$ 492,683
Supplemental Disclosures of Cash Flow Information		
Cash payments for		
Interest paid	\$ 156,982	\$ 97,695
Income taxes paid	90,990	180,623
Supplemental Disclosure of Non-Cash Information		
Equipment acquired under capital lease	\$ -	\$ 1,818,273

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

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 30 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 does assess late payment charge of 1.5% per month for unpaid amounts overdue. Additionally, the Company 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:

	<u>Depreciable Life</u>
Leasehold Improvements	20 years
Automobiles	5 years
Airplane	20 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, 2019 and 2018 was \$108,566 and \$74,300, respectively.

The Company reviews carrying value of property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. 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 2019 or 2018.

Revenue Recognition

The Company recognizes sales of equipment, parts, and marketing materials, net of estimated discounts and allowances, when the title to the products and risk of loss are transferred to customers. Provisions for rebates to customers are provided in the same period that the related sales are 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.

For performance obligations related to the sale of Company products, control transfers to the customer at a point in time. The Company's principal terms of sale are FOB shipping point and the Company transfers control and records revenue upon shipment to the customer.

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 over the period of time the services are provided. Initial franchise fees are recognized over the life of the noncancelable period of the franchise agreement. The Company recognizes other revenues, such as consultation fees, when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the fee for the arrangement is fixed or determinable and collectability is reasonably assured. Consultation fees were \$185,000 and \$0 for the years ended December 31, 2019 and 2018, respectively, and are included in Sales on the statement of operations.

Franchise Activity

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

The following provides a summary of the number of franchises granted, and closed during the years ended December 31, 2019 and 2018:

	2019	2018
Number of franchise - beginning of year	45	43
New franchises granted	6	5
Franchises closed	(1)	(3)
Number of franchises - end of year	50	45

Initial franchise fee revenue for the years ended December 31, 2019 and 2018 were \$0 and \$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 \$1,066,322 and \$1,135,370 of shipping and handling in its revenue for the years ended December 31, 2019 and 2018, respectively.

Advertising

The Company expenses the costs of advertising as incurred. Advertising expenses for the years ended December 31, 2019 and 2018 were approximately \$771,600 and \$1,051,000, 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, 2019 and 2018.

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, 2019 and 2018, 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 2016.

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.

Prior to December 31, 2019, the Company advised its out-of-state customers that the customer may be subject to use taxes to various governmental units, but the Company did not collect such taxes from its customers. Beginning in February 2020, the Company started charging and remitting sales taxes to the various states, as required.

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 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.

Note 3 - Adoption of Accounting Standards Codification Topic 606

As of January 1, 2019, the Company adopted the provisions of FASB Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, which provides a comprehensive revenue recognition model for all contracts with customers utilizing the modified retrospective method. The new model requires revenue recognition to depict the transfer of promised goods or services to customers at an amount that reflects the consideration expected to be received in exchange for those goods or services. The new standard also affects the accounting for initial franchise fees which are recognized ratably over the life of the noncancelable period of the franchise agreement. The Company has determined that the recognition of revenue in accordance with Topic 606 did not materially change the revenue recognition under prior guidance; thus no cumulative effect of adoption of the standard was recorded.

Note 4 - Notes Receivable

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

	2019		2018	
	Related Party	Other	Related Party	Other
Beginning balance	\$ 209,606	\$ 136,562	\$ 12,168	\$ 328,030
Advances	76,924	202,515	214,088	111,969
Payments received	(8,702)	(145,368)	(16,650)	(144,790)
Write-offs	-	-	-	(158,647)
Total note receivable	\$ 277,828	\$ 193,709	\$ 209,606	\$ 136,562
Less: Allowance	-	(96,972)	-	(24,593)
Net note receivable	<u>\$ 277,828</u>	<u>\$ 96,737</u>	<u>\$ 209,606</u>	<u>\$ 111,969</u>

During the year ended December 31, 2019 and 2018, interest income from notes receivable totaled approximately \$3,700 and \$17,000, respectively.

Note 5 - Inventory

As of December 31, 2019 and 2018, the Company's inventory is comprised of systems and parts totaling \$20,438 and \$31,398, respectively.

Note 6 - Property and Equipment, net

A summary of property and equipment at December 31, 2019 and 2018 is as follows:

	2019	Restated 2018
Leasehold improvements	\$ 134,641	\$ 133,256
Furniture, fixtures, and office equipment	27,466	8,876
Machinery and warehouse equipment	55,391	52,474
Software	149,684	-
Automobiles and airplane	1,818,273	1,818,273
	<u>2,185,455</u>	<u>2,012,879</u>
Accumulated depreciation	<u>(272,308)</u>	<u>(163,742)</u>
Property and equipment, net	<u>\$ 1,913,147</u>	<u>\$ 1,849,137</u>

Leased property under related party capital leases at December 31, 2019 and 2018, includes:

	2019	2018
Airplane	\$ 1,685,978	\$ 1,685,978
Vehicles	<u>132,295</u>	<u>132,295</u>
	1,818,273	1,818,273
Less accumulated amortization	<u>(165,613)</u>	<u>(68,084)</u>
	<u>\$ 1,652,660</u>	<u>\$ 1,750,189</u>

Note 7 - 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 (liability) consists of the following deferred tax components as of December 31, 2019 and 2018:

	<u>2019</u>	<u>Restated 2018</u>
Deferred tax asset:		
Allowance for doubtful accounts	\$ 87,532	\$ 64,247
Net operating loss	-	15,910
Capital lease liability	453,595	446,298
Deferred tax liability:		
Tax basis versus U.S. GAAP basis property and equipment	<u>(499,916)</u>	<u>(451,618)</u>
Net deferred tax (liability) asset	<u>\$ 41,211</u>	<u>\$ 74,837</u>

The current income tax provision (benefit) for the years ended December 31, 2019 and 2018 consists of the following:

	<u>2019</u>	<u>2018</u>
Federal income tax provision (benefit)		
Computed expense (benefit)	\$ 56,093	\$ (6,396)
Permanent differences	12,140	5,801
Other temporary differences	<u>20,615</u>	<u>(15,315)</u>
	<u>\$ 88,848</u>	<u>\$ (15,910)</u>

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, 2019 and 2018, due to timing differences related to equipment depreciation, federal credits, and other temporary differences.

Note 8 - Lines of Credit

The Company has a \$300,000 line of credit with a bank which matures on July 27, 2020. Monthly payments of interest expense are required. The line of credit bears a fixed interest rate of 6% at December 31, 2019 and 5.5% at December 31, 2018. 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, 2019 and 2018 was \$75,869 and \$65,869, respectively. Interest expense related to this debt is approximately \$4,000 for both 2019 and 2018.

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, 2019 and 2018 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 \$7,800 and \$17,000 for the year ending December 31, 2019 and 2018, respectively.

Note 9 - Leases

The Company leases office and storage space under various short and long-term related party leases and vehicles and equipment under various long-term related party lease agreements. The leases expire at various dates through January 2033.

Future minimum lease payments are as follows:

Years Ending December 31,	Capital Leases	Operating Leases
2020	\$ 242,564	\$ 195,200
2021	211,183	193,200
2022	198,756	193,200
2023	198,756	193,200
2024	198,756	193,200
Thereafter	1,691,518	-
Total minimum lease payments	2,741,533	<u>\$ 968,000</u>
Less portion representing interest	<u>(1,064,554)</u>	
Present value of minimum lease payments	<u>\$ 1,676,979</u>	

Office location rent expense was approximately \$192,000 for the years ended December 31, 2019 and 2018. Other property rent expense was approximately \$16,000 and \$15,000 for the years ended December 31, 2019 and 2018, respectively.

Note 10 - 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 2019 and 2018, the Company paid RJM approximately \$14.2 million and \$13.9 million, respectively, for such purchases. As of December 31, 2019 and 2018, the Company owed RJM approximately \$2.3 and \$2.5 million, respectively.

During 2019 and 2018, Ram Jack Systems Distribution had office lease agreements with the Company's affiliates, Gregory & Gregory Leasing (GGL) and SDG Properties, LP (SDG). In March 2019, Ram Jack Systems Distribution extended these two related party office space leases for 4 years, expiring December 31, 2028. These leases are included in the future minimum lease payments in Note 10. 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.

Ram Jack Systems Distribution provides various accounting and IT services to RJM and RJT Commercial. During the year ended December 31, 2019 and 2018, the Company provided services totaling \$65,520 and \$78,500, respectively.

In 2018, the Company started using Latta Leasing, LP (LL) for purposes of rent of shared property and equipment. As of December 31, 2019 and 2018, the Company reported property and equipment and related capital leases as disclosed in Note 9.

The monthly and annual rent expense for these agreements for the years ended December 31, 2019 and 2018 are as follows:

	2019		2018 (as restated)	
	Per Month Lease	Annual Lease Total	Per Month Lease	Annual Lease Total
GGL	\$ 6,500	\$ 78,000	\$ 6,500	\$ 78,000
SDG	9,500	114,000	8,000	96,000
LL	100	1,200	100	1,200
BML	-	-	2,000	18,000
OCL	-	-	1,500	13,500
		<u>\$ 193,200</u>		<u>\$ 206,700</u>

Additionally, the Company reimburses SDG for a portion of total liability, workers compensation, and automobile insurance. During 2019 and 2018, the Company reimbursed SDG for approximately \$80,700 and \$100,400, respectively for these expenses.

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 2019 and 2018, total expenses for these services were approximately \$210,000 and \$126,700, 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 \$33,300 and \$14,000 in 2019 and 2018, respectively.

For the years ended December 31, 2019 and 2018, revenues included the following approximated amounts from related parties:

	2019	2018
RJT Commercial, Inc.	\$ 231,000	\$ -
RJ of New England	229,300	140,600
RJM	202,900	185,500
Foundation Solutions, Indiana, LLC	43,900	114,700
RJ of Oklahoma	23,600	-
GEI	7,500	-
GGL	3,700	-
SDG	2,600	-
LL	4,100	119,100
TRG	900	100
Texoma Supervisory Services	1,300	-
RJ Utility Solutions	700	5,200
RJT Wichita	-	224,900
	<u>\$ 751,500</u>	<u>\$ 790,100</u>

For the years ended December 31, 2019 and 2018, trade receivables included the following approximated amounts from related parties:

	2019	2018
Foundation Solutions Indiana, LLC	\$ 158,600	\$ 97,400
RJM	125,100	131,600
RJT Commercial, Inc.	61,000	-
RJ of New England	38,500	16,000
	<u>\$ 383,200</u>	<u>\$ 245,000</u>

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

Note 11 - 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, 2019 and 2018:

	2019	2018
RJ of SC, Inc.	12%	13%
RJ of Oregon	11%	11%
Ram Jack Foundation Repair FL02	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, 2019 and 2018:

	2019	2018
RJ of Charlotte, LLC	10%	*
RJ of SC, Inc.	11%	*
RJ Foundation Repair	12%	*
RJ, LLC	16%	*
RJT Comm TX	*	13%

* Indicates less than 10% in specified year.

Note 12 - Employee Benefit Plan

During 2018, the Company participated in a simplified employee pension plan to which it contributes a percentage of gross wages for each full-time employee. In 2018, this percentage was 5%. During 2018, the Company contributed approximately \$71,000, respectively to this plan. Employees do not have to contribute but have the option to make contributions to this plan. At January 1, 2019, the simplified employee pension plan was discontinued, and no contributions were made during the year.

In September 2019, the Company established a defined contribution plan covering substantially all employees. The plan provides that employees who have completed one year of service can voluntarily contribute up to 100% of their earnings to the plan. Employer contributions are discretionary and are determined and authorized by the Company each plan year. Total expense related to the plan for the years ended December 31, 2019 and 2018, was \$7,643 and \$0, respectively.

Note 13 - Correction of Error

During 2019, the Company identified misstatements within the 2018 financial statements in regards to certain capital leases that were improperly recorded as operating.

The Company restated its previously issued financial statements to appropriately reflect the December 31, 2018, capital lease payable, property and equipment and the appropriate effect to expense accounts for the year ended December 31, 2018.

The following is a summary of the effects of the restatement in the Company's December 31, 2018 Balance Sheet:

	As Previously Reported	Adjustment	As Restated
As of December 31, 2018			
Property and Equipment, net of accumulated depreciation	\$ 98,948	\$ 1,750,189	\$ 1,849,137
Total assets	4,568,618	1,750,189	6,318,807
Capital lease payable, current portion	-	93,366	93,366
Total current liabilities	2,896,120	93,366	2,989,486
Capital lease payable, net of current portion	-	1,676,979	1,676,979
Total liabilities	2,896,120	1,770,345	4,666,465
Members' equity	1,672,498	(20,156)	1,652,342

The following is a summary of the effects of the restatement in the Company's December 31, 2018 Statement of Operations:

	<u>As Previously Reported</u>	<u>Adjustment</u>	<u>As Restated</u>
Year Ended December 31, 2018			
Administrative expenses	\$ 7,382,814	\$ (60,236)	\$ 7,322,578
Interest expense	(17,303)	(80,392)	(97,695)
Net loss	(9,769)	(20,156)	(29,925)

The following is a summary of the effects of the restatement in the Company's December 31, 2018 Statement of Cash Flows:

	<u>As Previously Reported</u>	<u>Adjustment</u>	<u>As Restated</u>
Year Ended December 31, 2018			
Operating Activities			
Net loss	\$ (9,769)	\$ (20,156)	\$ (29,925)
Depreciation	6,216	68,084	74,300
Net cash from operating activities	330,767	47,928	378,695
Financing Activities			
Principal payments on capital leases	-	(47,928)	(47,928)
Net cash used in financing activities	(21,132)	(47,928)	(69,060)
Supplemental Disclosure of Non-Cash Information			
Equipment acquired under capital leases	-	1,818,273	1,818,273

Note 14 - Subsequent Events

We evaluated our December 31, 2019 financial statements for subsequent events through May 26, 2020, the date the financial statements were issued. We are not aware of any subsequent events that would require recognition in these financial statements. In March 2020, the World Health Organization declared the outbreak of the coronavirus disease (COVID-19) as a pandemic. We have adjusted certain aspects of our operations to protect our employees and customers while still meeting customers' needs for our services. We will continue to monitor the situation closely and will implement further measures as deemed appropriate. In light of the uncertainty as to the severity and duration of the pandemic, the impact on our revenues, profitability and financial position is uncertain at this time.

EXHIBIT C

Ram Jack Franchise Dealer Agreement

RAMJACK FRANCHISE DEALER AGREEMENT

PARTIES:

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

“Ram Jack “

“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 piercing 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 **Ram Jack Grants Dealer A Franchise License:** 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 **Products Require Essential Training.** 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 Essential Conditions and Restrictions.

(a) **Non-Exclusive Restricted Territory.** 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) **Use of Ram Jack Products Exclusively.** 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 piercing 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 piercing, 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 may 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 Ram Jack; 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 Governing Law and Venue. 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.

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.

14.9 Force Majeure: Ram Jack will not be liable to Dealer for any failure or delay in performing any obligation, in whole or in part under this Agreement, if the failure or delay results directly or indirectly from wars (declared or not), insurrections, riots, fires, floods, explosions, earthquakes, accidents, epidemic or quarantine restrictions, acts of God, any active government or government priorities, transportation failures or delays, embargoes, material or parts shortages, strikes, labor trouble causing a cessation or slowdown or interruption of work (including labor troubles or other delays at a supplier's or service vendor's facility or "in the cloud" platform), events where an export

license is refused or withdrawn, or technology related failures or any other cause beyond Our reasonable control.

15. 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.

16. 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 piercing 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 piercing 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 ("Related Parties"), so long as the Franchise Agreement or any successor agreement is in place or the Owner or Related Parties are operating a Ram Jack dealership.

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

4. Remedies. Owner acknowledges that his/her violation of any of the covenants contained in this Agreement would result in irreparable injury to Franchisor and Dealer, for which no adequate remedy at law may be available, and accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorney fees incurred by Franchisor or Dealer in obtaining an injunction enjoining any conduct by Owner prohibited by the terms of this Agreement and without bond. This remedy shall be in addition to any and all other remedies that may be available to Franchisor or Dealer.
5. Severability. The parties agree that each of the covenants contained in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision, Owner expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Agreement.
6. Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.
7. Construction. The parties agree that this Agreement shall be deemed to have been entered into in, and shall be governed by and construed in accordance with the laws of the State of 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

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List of Authorized New Format Franchisees
As of December 31, 2020

	State	Dealer	Address
1	Connecticut	David DiGiorgi; Digiorgi Roofing & Siding, Inc.	33 Lancaster Dr., Beacon Falls, CT 06403 203-723-6880
2		John McGillicuddy, Inc. DBA Ram Jack Connecticut	65 Givernors Rd., Milton, MA 02186 617-388-6324
3	Indiana	Rick Bogacki Ram Tec Industries, LLC	120 East Louisiana St. Evansville, IN 47711 812-270-3455
4	Michigan	Troy Miller Bluebird Foundation, LLC D/B/A Bluebird Concrete Lifting and Repair	4590 Whittum Rd. Easton Rapids, MI 48827 517-204-9236
5	Missouri	Andrew Vleisides Spartan Installation and Repair, LLC D/B/A Ram Jack	1000 Fox Chase Industrial Arnold MO 63010 314-309-2254
6	Montana	Eric Bodeen Montana Basement Solutions	P.O. Box 4723 Whitefish, MT 59937 403-871-5971
7	New Hampshire	Stavros Charalambous Arta Foundations Repair, Inc.	24 Hemlock St. Londonderry, NH 03053 603-306-9164
8	New York	Shane Armstrong Armstrong Waterproofing, LLC	245 W. Sweden Rd Brockport, NY 14420 585-637-6452
9		John Young Kucel Contractors, Inc.	726 State Highway 349 Gloversville, NY 12078 518-774-0004

10		Young Certified Foundation Experts (Dick & Pat Young)	413 Shanley Street Cheektowaga, NY 14206-2348 (716) 893-1939
11	Ohio	B-level LTD Tom Shreyer	5020 Basis Western Rd. Baltimore, Ohio 43105 (614) 837-1269
12	Texas	Chad Knowlton Knowlton Construction, LLC	306 Davis Spearman, TX 79081 806-330-0453
13	Utah	Intermountain Foundation Repair, Inc. (Paul Carter)	150 South 1300 East Salt Lake City, UT 84106 (435) 867-8215
14	Wisconsin	Tom Trinki Basement Repair Specialist	1400 South Van Dyke Road Appleton, WI 54914 414-915-8667

Exhibit E - 2 to FDD

List of Authorized Old Format Franchisees

(As of December 31 2020)

	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 (480) 941-3448
4	California	FoundationSolutions,Inc d/b/a Ram Jack of the Bay Area (Scott Kremke)	3710 Maricopa Rd. Atascadero, CA 93422 (805) 462-0100
5		Foundation Solutions, Inc.d/b/a Ram Jack of the Central Coast and Valley (Scott Kremke)	3710 Maricopa Rd. Atascadero, CA 93422 (805) 462-0100
6		Ram Jack Pacific Wolnor, Inc. Scott Worley	8115 Wing Ave. El Cajon, CA 92021 (619) 726-0052
7		Ram Jack So. Cal. Huss & Cubero, Inc. Charles Huss	9401 Lurline Ave. 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	Colorado	Tim Davis Straightline Piering Company D/B/A Ram Jack Colorado	14020 E. Davies Ave. Centennial CO 80112 303-716-7437
10	Florida	Florida Solid Foundation, Inc. . d/b/a Ram Jack Solid Foundations II (Matthew Miller)	24526 NW 178th Place High Springs, FL 32643 (850) 688-9080
11		Florida Solid Foundations, Inc. (Matthew Miller))	24526 NW 178th Place High Springs, FL 32643 (850) 688-9080
12		Florida Solid Foundation Inc. (Matthew Miller)	300 Leonard Blvd. #9 LeHigh Acres, FL 33971 (239) 330-4348
13		Florida Foundation Repair, LLC, dba Ram Jack	9606 Riverchase Dr. New Port Richey, FL

	State	Dealer	Address
		(Scott Erlewine)	866-726-6372
			727-447-5502
14		Foundation Solutions of Florida, LLC d/b/a Ram Jack Foundation Repair Scott Erlewine	14403 North Main Jacksonville, FL 32218 (866) 726- 6372
15		Florida Foundation Repair, LLC d/b/a Ram Jack Orlando (Scott Erlewine)	14403 North Main Jacksonville, FL 33218 (877) 726-6372
16	Kansas	Ram Jack Wichita d/b/a Spartan Installation and Repair, LLC (Andrew Vielsides)	5819 Broadway St Wichita, KS 67219 (316) 719-0441
17		Spartan Installation and Repair, LLC d/b/a Ram Jack (Andrew Vielsides)	9010 Rosehill Rd Lenexa, KS 67213 (816) 237-0017
18	Kentucky	Ram Jack of Louisville (Keith O'Gara)	6628 Strawberry Lane, Suite 2 Louisville, KY 40214 (502) 272-9399
19	Louisiana	Trilogy Enterprises, LLC d/b/a Ram Jack of North Louisiana (Tim and Audette Gladney)	3817 Shed Road Bossier City, LA 71111 (318) 746-2187
20		Foundation Solutions of Louisiana, LLC dba Ram Jack Foundation Repair Scott Erlewine	5096 Hwy 190 Eunice, LA 70535 (337) 466-4275
21	Maryland	Chesapeake Foundation Solutions d/b/a Ram Jack Richard Hammond	521 Defnese Hwy, Suite B Annapolis, MD 21401 (410)0344-755122
22	Massachusetts	Northeast Foundation Repair, LLC d/b/a Ram Jack (Anthony Capelle)	10 Kendrick Road, Unit 17 Wareham, MA 02571 (508) 295-3133
23	Mississippi	Vada Inc, d/b/a Ram Jack Southern Mississippi	218 N. Wheatley Street, Suite A Ridgeland MS 39157 (601) 456-4177
24		Ryder Reeves Enterprises , LLC d/b/a/ Ram Jack Mississippi (Clint Sumrall)	421 Business Park Drive Madison, MS 39130 (601)707-3012
25	Missouri	Spartan Installation and Repair, LLC D/B/A Ram Jack (Andrew Vleisides)	1495 Old UW 40, STE B Columbia, MO (573) 233-1117
26		Right Way Enterprises d/b/a Ram Jack (Josh Way)	P. O. Box 838 Nixa, MO 65714 (417) 374-7400

	State	Dealer	Address
27	Nebraska	Tri State Solutions, LLC d/b/a Ram Jack of Omaha (Mike Kleyla)	1538 S. 15th Avenue Plattsmouth, NE 68048 (402) 933-3838
28		Tri State Solutions, LLC d/b/a Ram Jack Lincoln (Mike Kieyla)	1538 S. 15th Avenue Plattsmouth, NE 68048 (402) 933-3838
29	Nevada	VersaGrade, Inc. d/b/a Silverado Excavating Bob Fehling	445 Western Road Reno, NV 89506 (775) 284-1964
30	North Carolina	Foundation Solutions, LLC d/b/a Ram Jack. (Rick Sykes)	4122 Bennett Memorial Rd., Ste 304 Durham, NC 27705 (888) 309-9727
31		Ram Jack of Charlotte, LLC d/b/a Ram Jack Charlotte (Mark Beckham)	11845 Vanstory Drive Huntersville, NC 28078 (704) 892-2900
32	North Dakota	Ram Jack North (Scott Fluge)	541 16 th St. NE West Fargo, ND 58078 (701) 532-0625
33	Oregon	KEM, LLC d/b/a Ram Jack West Ken Marquardt	862 Bethel Drive Eugene, OR 97402 (541) 255-4538
34	Pennsylvania	Timbers Building Company, Inc. d/b/a Ram Jack Pittsburgh. (Dan Palmer, Jr.)	2101 Ardmore Blvd Pittsburg, PA 15221 (412) 567-5292
35	South Carolina	Ram Jack of South Carolina, Inc. D/B/A Ram Jack (Scott Erlewine)	2075 U.S. Hwy 21 South Ridgeway, SC 29130 (303) 716-7437
36	Tennessee	Bolton Companies, Inc., dba Ram Jack of Tennessee (Eddie & Jacob Bolton)	8079 Ellington Drive Milan, TN 38358 (731) 686-0370
37		Eastern Tennessee Foundation Solutions, LLC, dba Ram Jack Eastern Tennessee Scott Erlewine	1201 West 4th Ave.. Knoxville, TN 37921 (423) 842-2888
38		Ram Jack of Middle Tennessee (Mark Beckham)	11845 Vanstory Drive Huntersville, NC 28078 (704) 892-2900
39	Virginia	Virginia Commonwealth Foundation Solutions, LLC d/b/a Ram Jack of the Commonwealth (Rick Sykes)	3739 Brambleton Ave. Roanoke VA 24018 (540) 777-2560

	State	Dealer	Address
40		Kenny Thorsted, Inc. d/b/a Ram Jack (Kenny Thorsted)	10826 D Courthouse Rd Frederickburg, VA 22408 (540)692-1000
41		Foundation Solutions, LLC d/b/a Ram Jack (Rick Sykes)	4122 Bennett Memorial Rd.,Ste 304 Durham, NC 27705 (888) 309-9727
42		Venture Construction Company d/b/a Ram Jack Eastern Virginia (Kenny Lee)	88 Butler Farm Road Hampton, VA 23666 (757) 766-1767
43	Washington	KEM,LLC d/b/a Ram Jack West d/b/a Kem, Inc.-Ram Jack West (Ken Marquardt)	19904 Des Moines Memorial Dr. SeaTac, WA 98148 (866-472-6522
44	West Virginia	Thomas R. Moran Construction d/b/a Ram Jack West Virginias (Jody Bonnette)	417 Virgina Street Marietta, OH 45750 (740) 374-2362

Exhibit E - 3 FDD

List of Authorized Dealers
(As of December 31 2020)

	State	Dealer	Address
1	Colorado	Straight Line Construction (Tim Davis)	94 North Mission Drive Pueblo West, CO 81007 (719) 575-9942
2	Colorado	Straight Line Construction (Tim Davis)	14020 E. Davies Ave., Centennial CO 80112 (303) 716-7437
3	Florida	Richard Distefaneo General Contractor, Inc. dba Ram Jack Foundation Systems (Richard D. DiStefano)	115 Fig Road Lake Placid FL33852 (863) 465-5322
4	Georgia	Atlanta Ram Jack, LLC (Mark Beckham)	17030 Cumberland Point, SE Ste. 23, Bldg. 1 Marietta, GA 300674 (770) 502-2881
5		Ram Jack South Carolina, Inc., dba Ram Jack (Scott Erlewine)	2075 U.S. Hwy 21 South Ridgeway, SC 29130 (803) 735-3085
6	Illinois	Safeguard Basement Technologies, Inc. d/b/a Safeguard Waterproofing (John Walsh)	400 Dominic Court Franklin Park, IL 60131 (800) 678-8160
7	Kentucky	ATTAA, LLC d/b/a Ram Jack (Tim Franklin)	325 Tirney Way Winchester, KY 40391 (888) 884-2378
8	Michigan	Basement Cracks & Leaks Metro, Inc. (Denise Brown)	6915 Allen Road Fenton, MI 48430-922 (517) 552-9111
9	New Mexico	Ram Jack of New Mexico (Tim Davis)	4950 Jefferson St. NE Albuquerque, NM 87109 (505) 771-8890
10	Oklahoma	Texoma Foundation Solutions, LLC d/b/a Ram Jack Oklahoma & Arkansas (Tina Gregory)	120 W. 7th Ada ,OK 74820 (580) 436-4900
11		American Leveling Co Inc. d/b/a American Leveling (Doug Denison)	6201 Shiloh Blvd Oklahoma City, OK 73179 (405) 787-9229\

	State	Dealer	Address
12	Ohio	JNM Construction, LLC d/b/a Ram Jack of Ohio (Skip Follett)	P.O. Box 32667 Euclid, OH 44134 (440) 975-3595
13		Jack Boiman Sons & Daughters (John Boiman)	9650 Cilley Rd. Cleves, OH 45002 (513) 598-2800
14	Pennsylvania	Ram Jack of the Tri-States, Inc. (Scott MacKay)	317 Earles Lane Newtown Square, PA 19073 (800) 852-1588

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	June 15, 2020
Illinois	June 12, 2020
Indiana	August 7, 2020
Maryland	September 29, 2020
Michigan	July 7, 2020
Minnesota	July 13, 2020
New York	March 3, 2020
North Dakota	June 29, 2020
Rhode Island	June 22, 2020
Virginia	July 14, 2020
Washington	October 12, 2020
Wisconsin	August 31, 2020

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, Richard Kent Morrison, Curtis Wilson, Justin Presley, 13655 CR 1570, Ada, OK 74820. Their phone number is 1-888-332-9909.

Date of Issuance: February 23, 2021

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 23, 2021, 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 OLD FORMAT FRANCHISEE DEALERS
- E-3 -LIST OF AUTHORIZED DEALERS
- F GENERAL RELEASE

Prospective Franchisee

Prospective Franchisee

By: _____
Date: _____

By: _____
Date: _____

RECEIPT

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Prospective Franchisee

Prospective Franchisee

By: _____
Date: _____

By: _____
Date: _____