

## 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](http://www.ramjack.com)

We offer franchises for Ram Jack Foundation Solutions dealerships with the option of a franchise agreement granting a protected territory or with the option of a more streamlined franchise agreement and no protected territory. The Franchisee operates a foundation repair and support business using our patented hydraulically driven steel piercing systems, as well as other services such as waterproofing.

The total investment necessary to begin operation of a Ram Jack Foundation Solutions franchised dealership (protected territory) is \$150,900 to \$650,426. This includes \$33,000 to \$86,776 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a Ram Jack franchised dealership (unprotected territory) is \$3,200 to \$122,541, depending up whether you already operate a construction or foundation services related business. This may include \$0 to \$47,291 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ram Jack Franchise Development at 13655 CR 1570, Ada Oklahoma 74820 and 1-888-332-9909.

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

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

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

**Issuance Date: June 17, 2024**

## 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:

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

## What You Need To Know About Franchising Generally

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

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

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

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

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

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

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

### **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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. **Mandatory Purchases and Advertising**. You must purchase a minimum amount of Ram Jack Products annually and spend a minimum amount on advertising and marketing your Ram Jack Business. Failure to meet minimum annual purchase requirements and/or failure to spend a minimum amount annually on advertising and marketing your Ram Jack Business may result in a reduction or elimination of your protected territory or even termination of your franchise and loss of your investment.

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, LLC. For ease of reference, Ram Jack Systems Distribution, LLC. 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 June 4, 1999. 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 two 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 and RJT Construction, LLC) and RJMG Operating Services I, LLC (incorporated in Oklahoma on October 25, 2021). The principal business address of each affiliate is 13655 CR 1570, Ada, Oklahoma 74820.

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:**

Operating and franchising Ram Jack dealerships is our only business. Although we intend to concentrate on establishing and expanding our Ram Jack dealership network, we reserve the right to develop alternative methods of distribution of our Products and services.

#### **Other Lines of Business:**

We offered franchises for seawall repair and stabilization under the name, Ram Jack Seawall Solutions, in test geographic areas during 2008-2009, but discontinued offering the

separate seawall franchise by the December 2009. 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.

### **The Franchise Dealerships:**

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 in order to purchase a Ram Jack Dealership. Furthermore, it is not necessary for you to currently own and operate an existing foundation or construction business. 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 Dealerships offer a strong, reliable system for repairing and installing residential and commercial foundations using unique patented piercing and related foundation support and repair products. 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. 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 offer two types of Ram Jack Foundation Solutions Dealerships to prospective franchisees.

#### Franchise Business Opportunity (1) - Dealerships with Protected Territory

The first type consists of franchised dealerships with protected territories, which grants the franchisee the right to operate a foundation repair and piercing business with ancillary services 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. The Ram Jack Foundation Solutions Dealership with Protected Territory 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 provide you with comprehensive training 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. We provide an initial training and a basic marketing package for the franchise and offer other operational support services such as optional centralized call center services for a fee. 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 and access to our manuals and other information online at [www.MyRamjack.com](http://www.MyRamjack.com). No other Ram Jack Dealer will be located in your territory.

## Franchise Business Opportunity (2) - Dealerships with Unprotected Territory

The second type consists of franchised dealerships with unprotected territories, which grants (i) the franchisee the right to operate a foundation repair and piering business under our trade name of "Ram Jack" and Ram Jack Foundation Solutions, or (ii) the franchisee can also choose to establish their own foundation repair and installation business, operating independently under their own business name but utilizing and marketing exclusively Ram Jack Products and using exclusive patented equipment, products and systems to offer high quality foundations solutions for both residential and commercial structures. This second type of dealership can complement an established construction and construction related support service business by providing an additional service to its customers. The Ram Jack Foundation Solutions Dealership with Unprotected Territory offers a strong, reliable system for repairing and installing residential and commercial foundations using unique patented piering and related foundation support and repair products.

We offer this streamlined opportunity to qualified individuals and businesses to offer foundation repair and installation services using Ram Jack Products and systems at a reduced investment and with fewer requirements by choosing to operate with a designated territory that will not be exclusive or protected from other dealers. The Ram Jack Foundation Solutions Dealership with Unprotected Territory 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. Other Ram Jack Dealers may be placed in your territory. No conversion addendum is required for an established business to begin operating a Ram Jack Foundation Solutions Dealership.

### **Market:**

The general market for the foundation repair and piering industry for residential and commercial properties is a well-developed market. The market is competitive, as there are a variety of independent companies and sole proprietors using various products and methods of foundation repair and piering for residential and commercial properties. Some markets may be more affected by seasonality due to general working conditions (i.e. extreme cold temperatures may delay or prevent the performance of foundation repair related services). The occurrence of weather events, including hurricanes, tornadoes, earthquakes, and heavy rainfall can lead to soil erosion, settling, and other foundation problems, which create a need for repair services. Therefore, seasonal events can influence the demand for foundation repair and piering services in the general market.

### **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 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.

**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.

**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, GEI manufactured all proprietary and patented products.

**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 Marketing Director from January 2014 until becoming General Manager in July 2018.

**Curtis Wilson - Chief Financial Officer**

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

**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, Ada, Oklahoma, 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:**

**Protected Territory Franchise**

All franchisees who choose to establish and operate a protected territory franchise will pay an Initial Franchise Fee of \$30,000. The initial franchise fees are payable in a lump sum upon signing the protected territory franchise agreement and are non-refundable.

**Unprotected Territory Franchise**

For all franchisees who choose to establish and operate an unprotected territory franchise, we do not charge an initial franchise fee, but other initial fees may be charged in the circumstance described below.

**Total Initial Fees (Franchisees with a Protected Territory Franchise):**

If your business is already an ongoing operation, you may already have the tools and equipment you need to operate the franchise. We will assess your current inventory of tools

and equipment and give you our recommendations of what you will 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. The total initial fees, including initial franchise fee, that you pay to us will range from \$33,000 to \$86,776. All franchisees who establish and operate a protected territory franchise are required to pay:

- Initial franchise fee of \$30,000
- Training fee of \$3,000 to \$10,000, the exact amount to be determined based on our evaluation of your personal experience and previous training
- Essential Installation Equipment of \$0 to \$34,485
- Tools of \$0 to \$12,291

All initial fees are payable in a lump sum upon signing the protected territory franchise agreement or as arranged with us.

**Total Initial Fees: (Franchisees with an Unprotected Territory Franchise):**

Unlike a protected territory franchise, We do not charge an Initial Franchise Fee for an unprotected territory franchise. Because you already operate a complementary business, 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. Such purchases from us are initial fees and the total initial fees that you may pay to us will range from \$0 to \$47,291. All franchisees who establish and operate an unprotected territory franchise are required to pay:

- Essential Installation Equipment of \$0 to \$35,000
- Tools of \$0 to \$12,291

All initial fees are payable in an lump sum upon signing the unprotected territory franchise agreement or as arranged with us. 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.

**Refundability:**

The Initial Franchise Fee and training fees for a Protected Territory franchise only are non-refundable and are not financed. Unlike a Protected Territory franchise, We do not charge an initial franchise or training fee for an Unprotected Territory franchise, so there are 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 <sup>(1)</sup>	Amount	Due Date	Remarks
<b>Royalty</b>	None	Not Applicable	Because you will purchase our Products, we do not charge you a royalty.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
<b>Administrative and Call Center Service Fee</b>	\$1000, with charges for optional services to be determined	Monthly	We may charge more or less based on the size and other factors of your territory. We may increase or otherwise change fees on reasonable notice.
<b>Marketing Co-op</b>	None currently, but may require up to 2% of Gross Revenue ***** Not available to Dealers with Unprotected territory	Monthly, as we determine	We may require you participate in any regional or national marketing cooperative that is formed.
<b>Minimum Advertising Requirements and Marketing Expenditures</b>	Minimum annual amount we will require is determined before signing the FA based on the size, geography, demographics, and other local factors within your Territory, which may equal 5% to 15% of your gross revenue ***** None required if no protected territory	Due at the end of each year, beginning at the end of Year 1 of operation	You must spend the amount of money on approved marketing and advertising with the vendors and media you select based on the MAR set out for each year of operation in Exhibit D to your FA. You must provide us with substantiation of your advertising and marketing expenditures
<b>Required Purchases</b>	Sufficient to meet current Manual requirements for the job to be installed, which may equal \$50,000-\$750,000 ***** None required if no protected territory	As invoiced	Purchases will be from us or an affiliate..
<b>Minimum Annual Purchases</b>	Minimum annual purchases we will require is determined before signing the FA based on size, geography, demographics, and other local factors within your Territory, which may equal \$50,000-\$750,000 ***** None required if no protected territory	Due at the end of each year, beginning at the end of Year 1 of operation	You must purchase a minimum amount of Products from us annually, as set out for each year of operation in Exhibit D to your FA.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
<b>Additional Training<sup>(2)</sup></b>	No amount currently determined, but may require \$0-\$5,000	None at this time	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.
<b>Transfer Fee</b>	\$10,000 or \$1,000 in case of death or disability ***** Not applicable to Dealers with unprotected territory	Before final approval of proposed transferee	Payable when the Franchise Agreement is signed and before we train the buyer. ***** Rights under the streamlined franchise agreement with unprotected territory may not be transferred
<b>Transfer Training Fee</b>	Our then current transfer training fee. No amount currently determined, but may require \$0-\$5,000 ***** Not applicable for unprotected territory dealerships	Before final approval of proposed transferee	Payable when the Franchise Agreement is signed and before we train the buyer.
<b>Breach of Territory Restrictions Fee</b>	Up to 50% of revenue derived from violating your Territory restrictions ***** Not applicable for unprotected territory dealerships	Payable upon written notice	If you as a Dealer sell outside of your Territory's boundaries as defined in Exhibit C of your FA without first obtaining our written approval, we may assess the fee as described in Paragraph 4.7 of the FA ***** If you are a Dealer with an unprotected territory, then your franchise may be terminated.
<b>Interest on Late Payments<sup>(3)</sup></b>	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.



Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
<b>Audit Costs<sup>(4)</sup></b>	In addition to understated amounts, you pay cost of audit. ***** Not applicable for unprotected territory dealerships.	Upon receipt of invoice	If understatement found, then Includes all costs incurred because of the inspection and audit, such as reasonable accounting and attorney fees.
<b>Costs and Attorneys Fees</b>	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.
<b>Ram Jack Dealer<sup>(5)</sup> Association</b>	Initial Membership Fee: \$1,000 ---- Annual Dues:\$1000 ---- \$1 per bracket purchased from us	When you join. ---- Anniversary of joining ---- Billed monthly by the Association	This is an 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.

**Notes:**

1. Unless otherwise specifically noted, all fees are uniformly imposed by and payable to us and are not refundable.
2. 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.
3. Interest begins from the date of non-payment.
4. We are not able to estimate the costs of such an audit because we have never conducted one. Variables that may affect costs include location of franchisee, location and availability of an appropriately experienced auditor, any travel and related expenses, complexity of the recordkeeping to be audited. For the audit, we do not intend to charge more than the actual costs plus a reasonable charge for our employees' time.
5. 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 (Franchisee Dealer with Protected Territory)**

<b>EXPENDITURE</b>	<b>ESTIMATED AMOUNT OR ESTIMATED HIGH-LOW RANGE</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS MADE</b>
<b>Initial Franchise Fee (Notes 1)</b>	\$30,000	Lump Sum	Upon Signing Franchise Agreement	Us
<b>Essential Ram Jack Installation Equipment (Note 2)</b>	\$0 to \$34,485	Lump Sum or As Arranged	Upon Signing Franchise Agreement or As Arranged	Us
<b>Tools (Note 3)</b>	\$0 to \$12,291	As Incurred	As Incurred	Us or Third Parties
<b>Truck (Note 4)</b>	\$0 to \$50,000	As Arranged	As Arranged	Third Parties
<b>Truck Bed Modification (Note 8)</b>	\$0 to \$30,000	As incurred	As Incurred	Third Parties
<b>Trailer (Note 8)</b>	\$0 to \$32,550	As Incurred	As Incurred	Third Parties
<b>Vehicle and Trailer Vinyl Wraps (Note 9)</b>	\$2,400 to \$7,000	As Incurred	As Incurred	Third Parties
<b>Initial Advertising Budget (Note 11)</b>	\$50,000 to \$240,000	As arranged	As Incurred over 3 to 12 months	Third Parties
<b>Computer, Laptop &amp; Printer</b>	\$2,000 to \$3,000	As Incurred	As Incurred	Third Parties
<b>Rent (Note 17)</b>	\$0 to \$10,000	As Arranged	Monthly	Landlord
<b>Landlord (Deposit) (Note 12)</b>	\$0 to \$500	Lump Sum	As Incurred	Landlord
<b>Telephone / Cell Phone (Note 13 )</b>	\$200 to \$500	As Arranged	Monthly	Third Parties

<b>EXPENDITURE</b>	<b>ESTIMATED AMOUNT OR ESTIMATED HIGH-LOW RANGE</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS MADE</b>
<b>Utilities and Internet</b>	\$300 to \$600	Cash or Credit Card on file	Monthly	Third Parties
<b>Office Equipment and Supplies (Note 14 )</b>	\$1,500	As Incurred	As Incurred	Third Parties
<b>Living/Training Related Expenses(Note 5)</b>	\$0 to \$6,500	As Incurred	Before Opening	Vendors of Transportation, Service, Lodging
<b>Training (Note 15)</b>	\$3,000 - \$10,000	As Arranged	As Incurred	Us
<b>Annual Insurance (Note 6)</b>	\$4,500 - \$26,500	As Incurred	Before Opening	Insurer
<b>Legal and Accounting (Note 7)</b>	\$500 to \$5,000	As Incurred	As Arranged	Lawyer, Accountant, Other Professional Advisors
<b>Additional Vehicles (Note 8)</b>	\$11,500 - \$45,000	Lease, Cash Purchase, Finance Payments	Before Opening	Vendor
<b>3 Months' Additional Funds (Note 10)</b>	\$45,000 - \$105,000	As Incurred	As Incurred	Suppliers, Phone, Lenders
<b>Estimated Total Excluding Materials and Product for Initial Installations (Note 16)</b>	<b>\$150,900 to \$650,426</b>			

**YOUR ESTIMATED INITIAL INVESTMENT (Dealer with Unprotected Territory)**

<b>EXPENDITURE</b>	<b>ESTIMATED AMOUNT OR ESTIMATED HIGH-LOW RANGE</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS MADE</b>
<b>Initial Franchise Fee (Notes 1)</b>	\$0	Not applicable	Not applicable	
<b>Essential Ram Jack Installation Equipment (Note 2)</b>	\$0 to \$35,000	Lump Sum or As Arranged	Upon Signing Franchise Agreement or As Arranged	Us or Third Parties
<b>Tools (Note 3)</b>	\$0 to \$12,291	As Incurred	As Incurred	Us or Third Parties
<b>Truck (Note 4)</b>	\$0 to \$50,000	As Arranged	As Arranged	Third Parties
<b>Living/Training Related Expenses (Note 5)</b>	\$0 to \$1,250	As Incurred	Before Opening	Transportation, Service and Lodging Vendors
<b>Computer &amp; Printer</b>	\$0 to \$1,000	As Incurred	Before Opening	Vendor
<b>Annual Insurance (Note 6)</b>	\$1,200 to \$7,000	As Incurred	Before Opening	Insurer
<b>Legal and Accounting (Note 7)</b>	\$500 to \$1,000	As Incurred	As Arranged	Lawyer, Accountant, Other Professional Advisors
<b>3 Months' Additional Funds (Note10)</b>	\$1,500 to \$15,000	As Incurred	As Incurred	Suppliers and Service Vendors, Utilities
<b>Estimated Total Excluding Materials and Product for Initial Installations (Note 16)</b>	<b>\$3,200 to \$122,541</b>			

**Notes:**

1. The initial franchise fees is the same for all franchisees with a protected territory. We do not charge an initial franchise fee for franchises with unprotected territory nor require 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 with an unprotected territory will already have most, if not all, of the essential equipment and tools to install Ram Jack Products. If you do not purchase any essential equipment because you already have the required equipment, then your expenditure may be \$0.
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. If you do not purchase any tools because you already have the required tools, then your expenditure may be \$0.
4. If you do not already have a suitable truck and need to purchase one, you have the option of financing through third party lending institutions. Typical monthly payments range from \$566 to \$985. You will need a flat bed truck or box truck capable of hauling proper installation equipment, personnel, and products to and from job sites such as a Dodge 4500, Chevrolet 5500 or Ford F450. These are examples only and we make no recommendations for any particular make and model of truck. The Department of Transportation regulations and laws of your state must be consulted and followed pertaining to maximum weight limits for loaded truck and loaded trailer. The vehicle must be in proper operating condition, clean, and represent Ram Jack according to our standards. You must also carry proper insurance at all times for all company vehicles. If you do not purchase a suitable truck because you already have one conforming to our standards, then your expenditure may be \$0.
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. At our discretion, we may conduct the training at your franchise dealership, thereby resulting in a potential expenditure of \$0 for living/training related expenses.
6. Franchisor has formulated these estimates based upon its 24 years of experience in the foundation repair business, the annual insurance expenses incurred by other franchisees during the initial startup of their franchise, and the following insurance requirements below. If 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. It is difficult to estimate the ultimate cost to any given franchisee. We estimate the total costs with the caution that you should obtain quotes from carriers of choice before proceeding. You must keep in full force and effect at all times Contractual Liability; Products and Completed

Operations, Personal Injury and Advertising Liability with \$2,000,000 per occurrence and a \$4,000,000 general and products/completed operations aggregate limits. Commercial Auto Coverage at \$2,000,000 Combined Single Limit per occurrence and having Employers Liability limits of at least \$1,000,000/\$1,000,000/\$1,000,000. Umbrella/Excess (following form on Employer's Liability, comprehensive General Liability and Commercial Automobile coverages), with a Minimum Coverage - \$2,000,000 Limit of Liability Coverage, 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. We shall be named as an additional insured. Notwithstanding the foregoing, We may accept from you lower limits of insurance at our sole discretion, to be evidenced by our prior written consent. The policy(ies) must cover all of your activities under the Franchise Agreement and must name us as an additional insured. All such policy(ies) shall cover all of Your activities under this Agreement and shall state that it is primary insurance in regard to Us, Our officers and employees and shall carry endorsements for grantor of franchise, ongoing operations and completed operations. 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. As a protected territory franchisee you will need a fully loaded trailer. There are many options in the choice of trailers if you do not already have a suitable enclosed trailer. If you purchase the custom trailer, you will need to own or purchase a truck capable of towing the fully loaded trailer with equipment loaded on truck bed. The Department of Transportation regulations and laws of your state must be consulted and followed pertaining to maximum weight limits for loaded truck and loaded trailer. If you do not purchase a fully loaded trailer because you already have one, then your expenditure may be \$0.
9. You must have both your truck and any trailer vinyl wrapped according to our specifications by the vendor of your choice.
10. This item estimates your additional expenses you will incur before operations begin and during the initial 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. You will also incur expenses 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. Franchisor has formulated these estimates based upon its 24 years of experience in the foundation repair business and based upon similar expenses incurred by other franchisees for similar expenses during the initial startup of their franchise. **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. We will help you develop a marketing plan but how and the timing of when you spend your advertising budget is at your discretion.

11. We will help you develop a marketing plan but how and the timing of when you spend your advertising budget is at your discretion.
12. If you rent, most landlords require a security deposit. If you currently rent or lease the commercial space for your franchise, have an existing security deposit, and your landlord does not require an additional deposit, then your expenditure may be \$0.
13. You must maintain a telephone or cable/broadband line with high speed internet capability, as well as a telephone, either landline or cell phone.
14. Basic office furniture and supplies include, desk, chair, file cabinet, office supplies. Franchisee will need to provide a facsimile machine and printer of their choice.
15. We will determine the initial training fee we will charge you, within the range of the above referenced amount, based on our evaluation of your skills, abilities, work experience, previous training and knowledge of and experience in the foundation and construction industries.
16. 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. The unprotected territory franchise opportunity is directed primarily 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. Product purchases and any fees paid to us are non-refundable.
17. If you do not need to rent or lease commercial space to operate your dealership because you are the owner of the real estate of the commercial space, then your rent expenditure may be \$0.

## 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.

Maintaining the quality and uniformity of Ram Jack foundation repair and piering system services is central to the reputation, goodwill and value of the Ram Jack system. To provide any Ram Jack System services, you must use Ram Jack patented equipment, apparatus systems and related proprietary products we manufacture or have made to our specifications ("Products").

You are strictly prohibited from reselling Ram Jack Products except as part of our repair and piering system services provided to the end user customer in accordance with our standards and specifications other than a current Licensed Ram Jack Dealer.

#### **Required and Approved Suppliers; Specifications and Standards**

You must purchase all your requirements of our Products either from us or from our designated affiliate. We are the only approved suppliers of Ram Jack Products. Prices for Ram Jack Products vary among franchisees and dealers, based on prior arrangements, some of which are no longer offered, and qualifications for current discount programs. We publish our current pricing schedules and criteria from time to time, and reserve the right to change price and purchase terms in our sole discretion. 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 the benefit of franchisees, us, or 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 2023 was \$31,441,423 of which \$22,734,335 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 (Protected Territory)**

<b>Obligation</b>	<b>Paragraph in Agreement</b>	<b>Item in Franchise Disclosure Document</b>
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	Paragraph 5.2	Item 11
e. Opening	Not applicable	Item 11
f. Fees	Paragraph 4	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	Paragraphs 6.1, 6.1.3, 7.1, and 7.5	Items 8 and 11
h. Trademarks and proprietary information	Paragraph 6.3	Items 13 and 14
i. Restrictions on products/services offered	Paragraphs 6.1.4 and 7.8	Items 11 and 16
j. Warranty and customer service requirements	None	Not Applicable
k. Territorial development and sales quotas	None	Item 12
l. Ongoing product/service purchases	None	Item 8
m. Maintenance, appearance and upgrading requirements	None	Item 8
n. Insurance	Paragraph 6.2	Item 7
o. Advertising	Paragraphs 6.3.3, 6.5, and 6.6	Items 6, 7 and 11
p. INDEMNIFICATION	Paragraphs 7.7, 7.9, 12.8, and 12.9	Item 6
q. Owner's participation/ management/ staffing	Paragraphs 7.2 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

<b>Obligation</b>	<b>Paragraph in Agreement</b>	<b>Item in Franchise Disclosure Document</b>
u. Renewal	Paragraph 8.2	Item 17
v. Post-termination obligations	Paragraph 11	Item 17
w. Non-competition covenants	Paragraph 7.8	Item 17
x. Dispute resolution	Paragraphs 14.2, 14.3, and 14.5	Item 17
y. Confidentiality and Non-Disclosure	Paragraphs 7.8, 6.3.7, 6.3.8, and 6.3.10	Items 14 and 15

**Ram Jack Foundation Solutions Franchise Agreement (Unprotected Territory)**

<b>Obligation</b>	<b>Paragraph in Agreement</b>	<b>Item in Franchise Disclosure Document</b>
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	Paragraphs 1.1, 3.1, and 3.2	Item 11
e. Opening	Not applicable	Item 11
f. Fees	Paragraph 5.1	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	Paragraphs 1.1, 1.3, 3.2, 6, and 8	Items 8 and 11
h. Trademarks and proprietary information	Paragraph 6	Items 13 and 14
i. Restrictions on products/services offered	Paragraph 1.3	Items 11 and 16
j. Warranty and customer service requirements	None	Not Applicable
k. Territorial development and sales quotas	None	Item 12

Obligation	Paragraph in Agreement	Item in Franchise Disclosure Document
l. Ongoing product/service purchases	None	Item 8
m. Maintenance, appearance and upgrading requirements	None	Item 8
n. Insurance	Paragraph 12	Item 7
o. Advertising	Paragraphs 5.2, 6.2, and 6.5	Items 6, 7 and 11
p. INDEMNIFICATION	Paragraph 10	Item 6
q. Owner's participation/management/ staffing	Paragraphs 4.2 and 7.3	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	Paragraph 7.1	Item 17
v. Post-termination obligations	Paragraph 7.3	Item 17
w. Non-competition covenants	Paragraph 1.3	Item 17
x. Dispute resolution	Paragraphs 14.1, 14.7, and 14.8	Item 17
y. Confidentiality and Non-Disclosure	Paragraphs 6.3 and 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: (Protected Territory)

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

1. Provide you with pre-operation information, materials and training to assist you in starting your Ram Jack Dealership, including initial marketing and promotional techniques (Franchise Agreement - Paragraph 5.1);
2. Assist and train you in the basic use of the technologies we require you adopt including access to our proprietary and/or third-party supported internet cloud applications which are currently the Ram Jack design aid, customized Microsoft Exchange intranet email system and other supporting programs. (Franchise Agreement - Paragraph 5.1.1)
3. Provide You with a list of approved and recommended suppliers of foundation systems related products, equipment, technologies and Ram Jack Foundation Solutions Business supplies (Franchise Agreement - Paragraph 5.1.2);
4. Work with you to develop a mutually agreeable operating budget for your first year of operation and as well as a Business Plan (Franchise Agreement - Paragraph 5.1.3)
5. Train you, your designated manager and crew supervisor, who must attend and complete to our satisfaction as well as other personnel you choose in the business, sales, and operation of a Ram Jack Dealership and implementation of the Ram Jack Foundation Solutions system, including pile load test, basic technical training and basic installation. (Franchise Agreement - Paragraph 5.2);
6. Give you a non-exclusive license to use and install our patented helical piercing and foundation repair system using our trade name and service marks (Franchise Agreement - Paragraph (6.3.1);
7. Grant you a territory for your Dealership (Franchise Agreement - Paragraph 3.1 and Exhibit C);
8. Provide you with three to five days of training for you in the operation of a Ram Jack Dealership and your crew in the use and installation of the Ram Jack system and Products (Franchise Agreement - Paragraph 5.2);
9. Sell to you all your requirements of our Proprietary Products and systems. (Franchise Agreement - Paragraph 4.2);
10. Provide you with one copy of our manual (referred to as "the Manual") which will cover sales and marketing, software, operating procedures, approved vendors and standards, rules and regulations for the Franchise System (Franchise Agreement - Paragraph 5.3.1); and

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

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

1. Provide you with refresher training when you or your controlling person attend the required annual Ram Jack University (Franchise Agreement - Paragraph 5.2.5);
2. Provide you with periodic updates, changes, additions, and deletions to the information contained within the Manual, as we deem appropriate (Franchise Agreement - Paragraph 5.3.1);
3. Provide you with advice and guidance by e-mail and by telephone on business operations, marketing and engineering and foundation issues including interpretation and implementation of the standards, policies and procedures in the Manual as we have time and staff available (Franchise Agreement - Paragraph 5.3.2);
4. Make available to you for a fee our Administrative and Call Center Services including a dedicated telephone number through which our call center will answer all inbound calls, and may perform optional additional services for outbound calls, customer support and lead generation follow-up for an additional fee (Franchise Agreement - Paragraph 5.3.4);
5. Periodically advise you of approved vendors, which may include us and affiliates for designated products or equipment, and other items. (Franchise Agreement - Paragraph 5.4.1.);
6. 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 (Franchise Agreement - Paragraphs 5.3.3 and 5.5);
7. Advise you on general operations, management, inventory management and bookkeeping as appropriate to the franchise (Franchise Agreement - Paragraph 5.3.2);
8. Periodically offer you all your requirements of Ram Jack patented and other proprietary products when they are developed and available (Franchise Agreement - Paragraph 4.2);
9. Periodically review and work with you to update your Business Plan (Franchise Agreement - Paragraph 5.6); and
10. Offer you optional training for advanced techniques and specialty services that we incorporate into the Ram Jack system (Franchise Agreement - Paragraph 5.2.6).

### **For Ram Jack Dealers: (Unprotected territory)**

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 – Paragraphs 1.1 and 3.1);
2. Allow you access to our proprietary cloud based information including a digital copy of our Manual. (Agreement – Paragraphs 6.2, 6.3, and 6.6)
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 1.3.2);
4. Grant you a restricted territory in which to operate for your Dealership (Franchise Agreement - Paragraph 1.3.1 and Schedule 1); and
5. Sell to you all your requirements of our Proprietary Products and systems. (Franchise Agreement - Paragraph 1.3.2).

**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 1.3.2);
2. Allow access to and the use of the Ram Jack Manual (Agreement - Paragraph 6.6); and
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).

### **Site Selection**

#### **For Ram Jack Dealers (Protected Territory)**

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

Factors we may consider in approving a proposed Territory include number of households, overall size of territory, local markets conditions and demographics and any other information We deem appropriate. (Franchise Agreement - Paragraph 3.2)

#### **For Ram Jack Dealers (Unprotected Territory)**

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** (Not applicable to Dealers with unprotected territory))

We do not currently require that our Dealers form or participate in any advertising cooperative. We may require that our Dealers in each franchise system form and participate in one or more advertising associations or cooperative formed either by region, by franchise format or a single national marketing association to benefit Ram Jack Dealers (a "co-op"). No co-ops have yet been formed. When we do establish a co-op, you may be required to sign the form of membership agreement adopted by such co-op and to contribute up to 2% of Gross Revenues as We designate in writing. The purpose of a co-op will be to pool resources to advertise and promote the Dealers and the franchise systems regionally or nationally. If such cooperatives are formed, Company and affiliate owned outlets will contribute on the same basis.

## **Computer**

We do not require that you buy a specific brand of computer. 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 do not provide you with ongoing maintenance, repairs, upgrades, or updates to your computer system. As technology or software applications are developed in the future, We may require you to update and upgrade your computer systems to remain capable of assuming and discharging the computer-related tasks and functions we specify, upon reasonable notice of no less than ninety (90) days. There are no contractual limits on the frequency and cost of franchisee's obligation to maintain, upgrade, and update the computer systems. We will have the free and unfettered right to retrieve, copy, store, and use any data, customer information, or other information from your computers by the means we specify in the Manual, which is not subject to any contractual limits.



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:**

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. However, 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.

### **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 113 pages. The Table of Contents for the Manual(s) with number of pages per subject is attached as Exhibit E.

### **Training**

#### For Ram Jack Dealers with Protected Territory

We will provide a three to five-day training program as we determine is appropriate for you on site within your Territory. We will train you, your general manager, sales representative, crew supervisor and any other staff you believe would benefit. You must complete the training to Our satisfaction and within 60 days of signing the franchise agreement. We plan to be flexible in scheduling training to accommodate our personnel and you. There currently are no fixed (i.e., monthly or bi-monthly) training schedules, except for Ram Jack University. We may require you, your manager, salesman, crew/production supervisor, staff, technical support, or other employee(s), to attend refresher or re-certification training courses at times and locations that we designate. You, your manager, salesman, crew/production supervisor, staff, technical support, and/or other employee(s) are required to attend a minimum of one (1) Ram Jack University each year. You will be responsible for your related traveling and living expenses. Our training program emphasizes quality service, using the Operating Manual and other materials that we may adopt. The Table of Contents for the Manual is included as Exhibit E to this Franchise Disclosure Document. The total number of pages in the Manual is currently 113.

Training covers operation and management of the franchise business, and includes customer service, marketing and sales, management, and troubleshooting. We maintain staff within our organization who have training responsibilities as well as on-going duties in the company. We do not charge for training, subject to those limitations summarized immediately above. You are responsible for travel, board, living expenses, any employee salary and costs.

In the future, we may provide refresher training for a charge we will determine at that time. Scott Holland, General Manager, supervises all training. As of the date of this Franchise Disclosure Document, we provide the training in Ada, Oklahoma, or on site within your territory.

For Ram Jack Dealers with Unprotected Territory

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 and within 60 days of signing the franchise agreement. 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 (AII)**

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

<u>Instructors</u>	<u>Subject</u>	<u>Relevant experience</u>	<u>Relevant experience with Franchisor</u>
Ron Sluder, Sales Team Leader (on-demand, virtual recordings) <sup>1</sup>	Sales	23 years	23 years
Jimmy Ireland, Production Leader	Production	21 years	5 years
Curtis Wilson, Business	Accounting	22 years	10 years
Darin Willis, Engineering	Technical	12 years	30 years

**Item 12**

**TERRITORY**

**For Franchisee Dealers with Unprotected Territory:**

We do not grant you an exclusive territory or protected area of any kind. To ensure you operate only in unassigned areas, 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

<sup>1</sup> Ron Sluder is no longer an employee of the Franchisor. However, Franchisor maintains virtually accessible recordings of sales training presented by Mr. Sluder that are made available to franchisees for on-demand review.

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.

You may not relocate your franchised business or operate in a territory outside of your designated territory, unless We provide our prior written consent authorizing such action. We are not obligated to consent to any work in outside of your restricted territory, even though it may be unassigned. Franchisee does not have any rights of first refusal, any option rights, or any similar rights to acquire additional franchisees.

Other Channels of Distribution (All franchisees): We have the right to solicit and accept orders for products bearing our Marks or other products to customers located anywhere including within your designated 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 including the right to:

- a) use any channel of distribution now existing or in the future developed, including, as examples, the Internet and mail order.
- b) develop other lines and types of foundation support and repair related products and systems, some of which may be marketed for use in the Ram Jack System, or may also be marketed through, or exclusively through, other distribution channels such as by means of the Internet or through an affiliate.
- c) operate or grant others the right to operate a Ram Jack Foundation Solutions Dealership within your designated territory; and
- d) service or assign another franchisee to service any large commercial or multiunit residential account that we determine you are unable to adequately service in Our reasonable business judgement.

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

#### **For Franchisee Dealers With Protected Territory Only:**

Under the Franchise Agreement, we grant you an exclusive territory. You must locate and operate your Ram Jack Dealership within a territory designated in Exhibit C attached to the Franchise Agreement (the "Territory"). The grant of a Territory means you have rights to perform the dealership services for which you are licensed only within the designated territory. Neither we, nor another franchisee can perform the same Ram Jack services for single family residences in your Territory. Your territorial exclusivity is not dependent upon achievement of a certain sales volume, market penetration or any other contingency. However, if we determine you are not able to adequately handle commercial or multiunit projects, on a project by project basis, we or an affiliate or other dealer may be authorized to service the project.

The Territory deemed appropriate will vary in physical size from franchise to franchise, but all will be delineated geographic boundaries and/or zip codes. We will determine the Territory by the specific geographic and market factors affecting the Territory and by our overall plan for development of the Territory. These factors include: the size of the territory,

the demographics of the territory, the experience of the franchisee, the financial strength of the franchisee and other commercially feasible factors.

Among other sources, we will derive our information from current data released by the U.S. Census Bureau including information that has been converted by a commercial service into zip code data we will use in determining the Territory. We will negotiate your Territory concurrently with the Franchise Agreement, which will be described in Exhibit C to the Franchise Agreement. Because Ram Jack businesses provide services at the customer's location, you will be granted a designated territory within which you will market and service customers.

#### Minimum Purchase and Advertising Requirements: (MPAR)

*Minimum Purchase Requirement (MPR):* As a condition of your franchise, annually you must purchase a designated minimum amount of our Proprietary Products. Based on the number of housing units in your Territory, considering the demographics of the Territory using the U.S. Census Bureau data, considering other factors such as local competition, We determine your annual MPR which will include increases each year for the first three years as set out in Exhibit D to the franchise agreement, and may then be increased annually as we determine appropriate.

*Minimum Advertising Requirement (MAR):* For approved advertising and marketing of Ram Jack services products and Marks, you must annually spend a minimum for approved marketing and advertising within your Territory. Based on the number of housing units in your Territory, considering the demographics of the Territory using the U.S. Census Bureau data, considering other factors such as local competition, We determine your annual MAR which will include increases each year for the first three years as set out in Exhibit D to the franchise agreement, and then may thereafter be increased annually as we determine appropriate.

#### Modification of the Territory or Termination

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

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.

Other Channels of Distribution (All franchisees): 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 including the right to:

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

- b) develop other lines and types of foundation support and repair related products and systems, some of which may be marketed for use in the Ram Jack System, or may also be marketed through, or exclusively through, other distribution channels such as by means of the Internet or through an affiliate.
- c) operate or grant others the right to operate a Ram Jack Foundation Solutions Dealership anywhere in proximity to Your Ram Jack Dealership, so long as it is outside of any Protected Territory; and
- d) service or assign another franchisee to service any large commercial or multiunit residential account that we determine you are unable to adequately service in Our reasonable business judgement.

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. You may not relocate your franchised business or operate in a territory outside of your designated Territory, unless We provide our prior written consent authorizing such action.

National Accounts. We may obtain national, regional or unique accounts that agree to use Ram Jack foundation systems or products as needed on terms we negotiate. If the National Account requests Ram Jack Products or services for installation/use within your Territory, we may perform the project on the National Account Terms directly or through one of Our affiliates, or We may offer the project to you or another dealer in Our sole discretion.

A "National Account" means a special customer (which may be, but is not limited, to a national or regional customer, other large business or government agency) that we designate as such from time to time in Our business judgment. Typically (though not necessarily) a national account will be a customer whose offices, stores, plants, buildings or other facilities are not confined to the territory of a single Ram Jack dealer.

Franchisee does not have any rights of first refusal, any option rights, or any similar rights to acquire additional franchisees.

**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 protected territory of any franchisee, except with our consent and that of the affected 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.

**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:

<b>Trademark*</b>	<b>Description of products or services</b>	<b>Class(es)</b>	<b>Principal or Supplemental Register</b>	<b>Filing Date or Registration Date</b>
<b>Ram Jack* Reg. #1,539,595</b>	Foundation leveling, support and repair services	IC 37	Principal	May 16, 1989
<b>RAMJACK &amp; Ram's Head Design Reg. #4,228,914</b>	Contractor services, namely foundation leveling, supporting and repair services	IC 37	Principal	October 23, 2012
<b>Ram Jack and Design Reg. # 4,131,949</b>	Foundation leveling, supporting and repair services; pile driving services	IC 37	Principal	April 24, 2012
<b>Don't Do It Twice. Do It Right. Reg. #5,670,581</b>	Building foundation repair services	IC 37	Principal	February 5, 2019
<b>Sign Dart Reg. #5,669,582</b>	Metal supports for use as outdoor post foundations	IC 6	Principal	February 5, 2019
<b>Ram Jack** Reg. #3,400,064</b>	Computer software for use in foundation sign and for determining pile and pier capacity	IC 9	Principal	March 18, 2008

<b>Trademark*</b>	<b>Description of products or services</b>	<b>Class(es)</b>	<b>Principal or Supplemental Register</b>	<b>Filing Date or Registration Date</b>
<b>Ram Jack Seawall Solutions Reg. #3,776,908</b>	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
<b>Ram Jack Seawall Solutions Reg. #3,776,909</b>	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
<b>Sign Dart Design Reg. #5,669,589</b>	Metal supports for use as outdoor post foundations	IC 6	Principal	February 5, 2019
<b>Ram Jack EZ Pay Reg. #4,179,771</b>	Facilitating and arranging for the financing of foundation, leveling, supporting and repair services and seawall, lakewall and retaining wall stabilization and repair services	IC 36	Principal	July 24, 2012
<b>EZ Pay &amp; Design Reg. #4,636,612</b>	Facilitating and arranging for the financing of foundation, leveling, supporting and repair services and seawall, lakewall and retaining wall stabilization and repair services	IC 36	Principal	November 11, 2014

Trademark*	Description of products or services	Class(es)	Principal or Supplemental Register	Filing Date or Registration Date
<b>EZ Pay Reg. #4,594,763</b>	Facilitating and arranging for the financing of foundation, leveling, supporting and repair services and seawall, lakewall and retaining wall stabilization and repair services	IC 36	Supplemental	August 26, 2014
<b>Ram Jack Reg. #6,130,297</b>	Facilitating and arranging for the financing of foundation, leveling, supporting and repair services and retaining wall stabilization and repair services	IC 36	Principal	August 18, 2020



Trademark*	Description of products or services	Class(es)	Principal or Supplemental Register	Filing Date or Registration Date
<b>Ram Jack Reg. #6,130,303</b>	Metal supports for use as outdoor post foundations; metal piers, helical piers and brackets for stabilizing foundations and retaining walls; metal adaptor brackets for driving metal piers and helical piers	IC 6	Principal	August 18, 2020
	Facilitating and arranging for the financing of foundation, leveling, supporting and repair services and retaining wall stabilization and repair services	IC 36		
	foundation leveling, supporting and repair services			
	Providing temporary use of on-line non-downloadable computer software for use in foundation projects and foundation design and determination of shoe and stake capacity and pier and pile capacity	IC 37  IC 42		

Trademark*	Description of products or services	Class(es)	Principal or Supplemental Register	Filing Date or Registration Date
<p><b>Ram's Head Design</b></p> <p><b>Reg. #6,135,862</b></p>	<p>Metal supports for use as outdoor post foundations; metal piers, helical piers and brackets for stabilizing foundations and retaining walls; metal adaptor brackets for driving metal piers and helical piers</p> <p>_____</p> <p>facilitating and arranging for the financing of foundation, leveling, supporting and repair services and retaining wall stabilization and repair services</p> <p>_____</p> <p>foundation leveling, supporting and repair services</p> <p>_____</p> <p>Providing temporary use of on-line non-downloadable computer software for use in foundation projects and foundation design and determination of shoe and stake capacity and pier and pile capacity</p>	<p>IC 6</p> <p>_____</p> <p>IC 36</p> <p>_____</p> <p>IC 37</p> <p>_____</p> <p>IC 42</p>	<p>Principal</p>	<p>August 25, 2020</p>
<p><b>Ram Jack Foundation Solutions</b></p> <p><b>Reg. # 7,022,610</b></p>	<p>Foundation leveling, supporting and repair services; pile driving services</p> <p>_____</p> <p>Computer software for use in foundation projects and foundation design and determination of pier and pile capacity</p>	<p>IC 37</p> <p>_____</p> <p>IC 42</p>	<p>Principal</p>	<p>April 11, 2023</p>

*\* 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. We previously disclosed that the following registrations were inadvertently cancelled: 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). On February 3, 2022, a replacement trademark application was filed for the mark Ram Jack Foundation Solutions, serial number 97252273, which was registered on April 11, 2023 with a registration number 7022610. No renewals are due, except for the following registrations to be renewed by February 5, 2025: Sign Dart (Reg. No. 5,669,582), Sign Dart Design (Reg. No. 5,669,589), and Don't Do it Twice. Do It Right. (Reg. No. 5,670,581). 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 have the right to control any administrative proceedings or litigation involving the Marks, including the right to assign such control to another third-party or to you. 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 has two pending patent applications and holds six 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 and patent applications are:

1. U.S. Patent Number 11,441,279 issued September 13, 2022 and expiring September 5, 2038, patent type: apparatus (for post foundation system) is for a Helical Pile Foundation System. A post foundation system, the system has a shaft with a helical disk attached to one end and a post support attached to the other end. The helical disk drives the shaft into the ground as a rotational force is applied to the shaft. A fin section is rotably coupled about the shaft between its first and second ends. The fin section can have one or more fins extending outwardly from the shaft. The fin section engages the ground to stabilize the post foundation system as the shaft of the post foundation system is driven into the ground.
2. U.S. Patent Application Serial Number 17/940,778 filed on September 8, 2022, type of patent application: apparatus (for post foundation system) is for a Helical Pile Foundation System. A post foundation system, the system has a shaft with a helical disk attached to one end and a post support attached to the other end. The helical disk drives the shaft into the ground as a rotational force is applied to the shaft. A fin section is rotably coupled about the shaft between its first and second ends. The fin section can have one or more fins extending outwardly from the shaft. The fin section engages the ground to stabilize the post foundation system as the shaft of the post foundation system is driven into the ground.
3. U.S. Patent Number 11,124,939 issued September 21, 2021 and expiring January 15, 2036, patent type: apparatus (for lifting a pile) and method (of lifting and supporting a pile) is for a Pile Lifting Apparatus and Method. An apparatus for lifting and supporting a pile, the apparatus includes a support structure coupled to the pile and a lifting device coupled to the support structure. Gripping plates of a lift head engage and lift the pile during extension of the lifting device. During retraction of the lifting device, gripping plates of a gravity

vice engage the pile to support the pile in the lifted position. The extension and retraction of the lifting device is alternatively repeated to lift the pile in steps to a desired height.

4. U.S. Patent Application serial number 17/407,866 filed on August 20, 2021, type of patent application: apparatus (for lifting a pile) and method (of lifting and supporting a pile) is for a Pile Lifting Apparatus and Method. An apparatus for lifting and supporting a pile, the apparatus includes a support structure coupled to the pile and a lifting device coupled to the support structure. Gripping plates of a lift head engage and lift the pile during extension of the lifting device. During retraction of the lifting device, gripping plates of a gravity vice engage the pile to support the pile in the lifted position. The extension and retraction of the lifting device is alternatively repeated to lift the pile in steps to a desired height.
5. U.S. Patent Number 10,995,461 issued May 4, 2021 and expiring September 5, 2038, patent type: apparatus (for post foundation system), for a Helical Pile Foundation System. A post foundation system, the system has a shaft with a helical disk attached to one end and a post support attached to the other end. The helical disk drives the shaft into the ground as a rotational force is applied to the shaft. A fin section is rotably coupled about the shaft between its first and second ends. The fin section can have one or more fins extending outwardly from the shaft. The fin section engages the ground to stabilize the post foundation system as the shaft of the post foundation system is driven into the ground.
6. U.S. Patent Number 10,526,758 issued January 7, 2020 and expiring September 5, 2038, patent type: apparatus (for post foundation system), for a Helical Pile Foundation System. A post foundation system, the system has a shaft with a helical disk attached to one end and a post support attached to the other end. The helical disk drives the shaft into the ground as a rotational force is applied to the shaft. A fin section is rotably coupled about the shaft between its first and second ends. The fin section can have one or more fins extending outwardly from the shaft. The fin section engages the ground to stabilize the post foundation system as the shaft of the post foundation system is driven into the ground.
7. U.S. Patent Number 8,887,451 issued November 18, 2014 and expiring March 18, 2033, patent type: apparatus (for supporting a foundation) and method (of lifting and supporting a foundation), for a Pivoting Bracket for Foundation Support System. An apparatus for lifting and supporting a foundation is provided. The apparatus includes a pivoting bracket that is rotably coupled to a slab bracket.
8. U.S. Patent Number 7,607,865 issued October 27, 2009 and expiring April 4, 2026, patent type: apparatus (for lifting two piling sections), for a System and Method for Raising and Supporting a Building and Connecting Elongated Piling Sections. A system and method for supporting a building in which elongated sections, such as pilings, are connected in an end-to-end, abutting relationship.

We have filed all affidavits required to be filed by the United States Patent and Trademark Office. There are no presently effective determinations of the United States Patent and Trademark Office, or a court regarding the patents, nor is there any material litigation pending involving the patents, which is relevant to their use or any State in which we will grant franchises.

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

No agreements materially limit our right or that of Gregory Enterprises, Inc. to use our patents or patent applications.

You must notify us immediately when you learn of any infringing use or claims of right to our patented system or products.

We are not obligated to, but may in our discretion, take affirmative action to protect our rights and/or yours. We are not required to defend you against infringement or to reimburse you for any damages for which you are held liable in any proceeding arising out of your use of our patented system and products. We do intend to defend our ownership of the patented system and products according to our reasonable business judgment.

We may require that you modify or discontinue use of any of our patented system or products. 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 patent infringement that could materially affect your use of the patented system or products in this state or in any state in which the franchised business is to be located.

### **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 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 piercing 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 piercing 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 (Protected Territory)**

<b>Provision</b>	<b>Paragraph in Franchise Agreement</b>	<b>Summary</b>
a. Length of the franchise term	Paragraph 8.1	Five years
b. Renewal or extension of term	Paragraph 8.2	So long as you are in good standing, you can renew for consecutive, additional five year terms.
c. Requirements for you to renew or extend	Paragraph 8.2.1-3	Notify us in writing, sign new agreement, pay renewal fee, have fully performed during previous term, satisfied any equipment upgrading and other changes we may require, sign a general release and not be in default with us. This means you may be asked to sign an agreement with terms and conditions that are materially different from those in your original agreement.
d. Termination by you	Paragraph 11	NONE
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Paragraph 10	We can terminate only if you default or commit any one of several listed violations
g. "Cause" defined –curable defaults	Paragraphs 10.1.2, 10.1.3 & 10.1.4; Exhibit D to FA	For failure to abide by our standards and procedures, failure to satisfy our minimum purchase and advertising requirements, use of an unapproved supplier or product, defective service, entering into a conflict of interest, failure to pay monies owed, jeopardizing the Ram Jack Proprietary Marks or System, failure to obtain or maintain permit or license necessary for operation, failure to reach a mutually agreeable business plan and operating budget, failure to adhere to the agreed and updated Business Plan, or any contract term not covered in 'h' below



Provision	Paragraph in Franchise Agreement	Summary
h. Cause defined – incurable defaults	Paragraph 10.1.1	Failure to satisfactorily complete required training, abandonment, failure to meet minimum purchase and advertising requirements after the first or second (if given) 90 day cure period, unapproved transfer, false statements or reports, fraud, breach of confidentiality, felony conviction, criminal misconduct, assignment for benefit of creditors, insolvency, bankruptcy, repeated violations, judgments or liens against you, lapsed insurance, use of competing products .
i. Franchisee's obligations on termination/ non-renewal	Paragraph 11	Pay outstanding amounts, return confidential information, de-identify your Dealership, terminate or transfer phone listings, stop using our Proprietary Marks, stop operating a similar business (also see "r" below), compensate us for lost profits if you purchase from an unapproved vendor.
j. Assignment of contract by franchisor	Paragraph 9.2	We may freely assign the Franchise Agreement in our absolute discretion
k. "Transfer by franchisee – defined	Paragraph 9.1	Includes transfer of contract, assets, stock or other ownership change
l. Franchisor approval of transfer by franchisee	Paragraph 9.1	We have the right to approve all transfers, but our consent will not be unreasonably withheld
m. Conditions for franchisor approval of transfer	Paragraph 9.1.3	We have the right to require financial, credit and other information about the transferee. You must be in substantial compliance with FA, all payments current, sign a general release and remain liable for all obligations, pay us a training fee, the transfer must be in compliance with applicable laws, the transferee must sign a new agreement, assume all outstanding obligations of your franchise, and any approval is at our discretion.

Provision	Paragraph in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire your business	Paragraph 9.1.2	We match any bona fide offer. If you are terminated for not meeting minimum purchase or minimum advertising requirements, then you will have 30 days in which to present us with a bona fide offer from a qualified buyer. We then may exercise a right of first refusal within 45 days of notice. If we accept the offer, we have 90 days from acceptance within which to fund the purchase. If we reject the offer, you will have 120 days to sell the franchise upon terms no more favorable than those offered to us, subject to our approval of the proposed transferee; if you do not consummate the transaction within 120 days, our right of first refusal is reinstated.
o. Franchisor's option to purchase franchisee's business	None	Not Applicable
p. Death or disability of franchisee	Paragraph 9.3	Your heirs may assign your interest only with our approval, which we will not unreasonably withhold, if the general conditions for transfer are met by the heirs.
q. Non-competition covenants during the term of the franchise	Paragraph 7.8 & Exhibit F	Owners and/or signers of the Franchise Agreement may not be involved in competing business anywhere
r. Non-competition covenants after the franchise is terminated or expires	Exhibit F	Owners and/or signers of the Franchise Agreement may not be involved in competing business for a period of two (2) years after expiration/termination of the Franchise Agreement.
s. Modification of the agreement	Paragraphs 8.2.3 & 13.7	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.

<b>Provision</b>	<b>Paragraph in Franchise Agreement</b>	<b>Summary</b>
t. Integration merger clause	Paragraph 13.1	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by mediation or litigation	Paragraph 14.2.2	Except for certain claims, either party may require all disputes first be mediated in Pontotoc County, Oklahoma by a mutually agreed mediator.
v. Choice of forum	Paragraph 13.2	Litigation in Oklahoma (subject to state law)
w. Choice of law	Paragraph 13.2	Oklahoma law applies (subject to state law)

**Ram Jack Franchise Dealer Agreement (Unprotected Territory)**

<b>Provision</b>	<b>Paragraph in Franchise Agreement</b>	<b>Summary</b>
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, We may offer to renew for a successive additional one year term.
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	Paragraph 7.1	On 30 days written notice; Subject to state law
e. Termination by franchisor without cause	Paragraph 7.1	On 30 days written notice

Provision	Paragraph in Franchise Agreement	Summary
f. Termination by franchisor with cause	Paragraph 7.2	We can terminate for any reason or no reason on 30 days written notice.
g. "Cause" defined –curable defaults	Paragraph 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	Paragraph 7.3	Pay outstanding amounts, return confidential information, remove all references to and stop using our Trademarks.
j. Assignment of contract by franchisor	Paragraph 14.3	We may freely assign the Franchise Dealer Agreement in our absolute discretion
k. "Transfer by franchisee – defined	Paragraph 14.3	Transfer is prohibited
l. Franchisor approval of transfer by franchisee	Paragraph 14.3	Transfer is prohibited
m. Conditions for franchisor approval of transfer	Paragraph 14.3	Transfer is prohibited
n. Franchisor's right of first refusal to acquire your business	None	None
o. Franchisor's option to purchase franchisee's business	None	None

Provision	Paragraph in Franchise Agreement	Summary
p. Death or disability of franchisee	Paragraph 14.3	Transfer is prohibited
q. Non-competition covenants during the term of the franchise	Paragraph 1.3	Dealers may not use competitive products anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Paragraph 1.3	Not Applicable
s. Modification of the agreement	Paragraph 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	Paragraph 14.4	Only the terms of the Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and the Agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by mediation or litigation	Paragraph 14.1	Subject to state law, except for certain claims, all claims must be brought in Pontotoc County, Oklahoma in a court of competent jurisdiction.
v. Choice of forum	Paragraph 14.1	Litigation in Oklahoma (subject to state law)
w. Choice of law	Paragraph 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 Scott Holland 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 2021 to 2023 as of December 31st**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
<b>Franchisee Dealers (with Protected Territory)</b>	<b>2021</b>	44	43	-1
	<b>2022</b>	43	37	-6
	<b>2023</b>	37	36	-1
<b>Franchisee Dealers (Unprotected Territory)</b>	<b>2021</b>	13	13	0
	<b>2022</b>	13	15	+2
	<b>2023</b>	15	16	+1
<b>Company-Owned/Affiliate Owned</b>	<b>2021</b>	1	1	0
	<b>2022</b>	1	2	+1
	<b>2023</b>	2	2	0
<b>Total Outlets</b>	<b>2021</b>	58	57	-1
	<b>2022</b>	57	54	-3
	<b>2023</b>	54	54	0

**Transfers of Outlets from Franchisee Dealers (Unprotected Territory) to New Owners  
(other than the Franchisor) For Calendar Years 2021 to 2023 - 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 2021 to 2023 - Table 2-B**

State	Year	Number of Transfers
California	2021	2
	2022	0
	2023	0
All States	2021	2
	2022	0
	2023	0

**Status of Franchisee Dealer Outlets (Unprotected Territory)  
For Calendar Years 2021 to 2023 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
Alabama	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Connecticut	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Florida	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Indiana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Michigan	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Missouri	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Montana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1

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
New Hampshire	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New York	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Ohio	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Texas	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Utah	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Wisconsin	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Totals	2021	13	0	0	0	0	0	13
	2022	13	2	0	0	0	0	15
	2023	15	1	0	0	0	0	16

**Status of Franchised Outlets (with Protected Territory)  
For Calendar Years 2021 to 2023 - 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	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
	2023	1	0	1	0	0	0	0
Arizona	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
California	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2021	0	0	0	0	0	0	0
	2022	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
Colorado <sup>2</sup>	2023	0	0	0	0	0	0	0
Florida	2021	6	0	0	0	0	0	6
	2022	6	0	3	0	0	0	3
	2023	3	1	0	0	0	0	4
Kansas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Kentucky	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Louisiana	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Maryland	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Massachusetts	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Mississippi	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
	2023	1	0	0	0	0	0	1
Missouri	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	1	0	0	0	2
Nebraska	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Nevada	2021	1	0	0	0	0	0	1
	2022	1	0	0	1	0	0	0
	2023	0	0	0	0	0	0	0
North Carolina	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
North Dakota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	2021	1	0	0	0	0	0	1

<sup>2</sup> The franchisee listed under Colorado in this table is a duplicate entry, which was inadvertently included. The entry error has been corrected. The franchisee is Straight Line Construction (Tim Davis).

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
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Oregon	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Pennsylvania	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Virginia	2021	4	0	0	0	0	0	4
	2022	4	0	1	0	0	0	3
	2023	3	0	0	0	0	0	3
Washington	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Totals	2021	44	0	0	0	0	1	43
	2022	43	0	5	1	0	0	37
	2023	37	1	2	0	0	0	36

**Status of Company and Affiliate Owned Outlets\*  
For Calendar Years 2021 to 2023 - 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	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Oklahoma	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
All States	2021	1	0	0	0	0	1
	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2

*\*There are no company owned dealerships.*

**Projected Openings  
As of December 31, 2023 - Table 5-A**

**Ram Jack New Format Franchised Dealers**

<b>State</b>	<b>Agreements Signed but Outlet not Opened</b>	<b>Projected Franchised New Outlets In the Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
Alabama	0	1	0
Connecticut	0	0	0
Florida	0	0	0
Indiana	0	0	0
Michigan	0	0	0
Montana	0	0	0
New Hampshire	0	0	0
New York	0	0	0
Ohio	0	0	0
Texas	0	0	0
Utah	0	0	0
Wisconsin	0	0	0
<b>Totals</b>	0	1	0

**Projected Openings  
As of December 31, 2023 - Table 5-B**

**Ram Jack Old Format Franchised Dealers**

<b>State</b>	<b>Agreements Signed but Outlet not Opened</b>	<b>Projected Franchised New Outlets In the Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
Alabama	0	0	0
Arizona	0	0	0
California	0	0	0
Florida	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
North Carolina	0	0	0

<b>State</b>	<b>Agreements Signed but Outlet not Opened</b>	<b>Projected Franchised New Outlets In the Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
<b>North Dakota</b>	0	0	0
<b>Ohio</b>	0	0	0
<b>Oregon</b>	0	0	0
<b>Pennsylvania</b>	0	0	0
<b>South Carolina</b>	0	0	0
<b>Tennessee</b>	0	0	0
<b>Virginia</b>	0	0	0
<b>Washington</b>	0	0	0
<b>Totals</b>	0	0	0

Our affiliates operate 2 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 12 original authorized dealers (including 2 affiliates 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 F-3.

A list of our current new format franchisee dealers is included as Exhibit F-1, old format dealers as Exhibit F-2 and grandfathered dealers as F-3. We have two old format franchisees who have had their franchises terminated, otherwise canceled, not renewed, or involuntarily ceased to do business in the last fiscal year. We had one old format franchisee who had its franchise terminated, otherwise canceled, not renewed, or involuntarily ceased to do business in fiscal year 2022 that was inadvertently not included in the disclosure document thereto; however, that information is disclosed in Exhibit F-4. Their contact information is attached to this Disclosure Document as Exhibit F-4.

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. Franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Ram Jack. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

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 Woodard, 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](http://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, 2023, December 31, 2022, and December 31, 2021, and the interim unaudited balance sheet and income statement for the five months ending May 31, 2024. 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 (Protected Territory), including Schedule 2- Confidentiality and Restrictive Covenant Agreement
- Exhibit D      Ram Jack Franchise Dealer Agreement (Unprotected Territory), including Schedule 2- Confidentiality and Restrictive Covenant Agreement
- Exhibit G      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 Systems Distribution, LLC  
13655 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 \$30,000 for a protected territory 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](http://www.dbo.ca.gov).

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

#### **FOR RESIDENTS OF THE STATE OF ILLINOIS**

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

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

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

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

See last page of this Addendum for your signature.

#### **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 as 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**

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

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

- a) No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- b) No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- c) No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- d) No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

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

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

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

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

## **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.

## **FOR THE COMMONWEALTH OF VIRGINIA**

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: \_\_\_\_\_.

Dated: You: \_\_\_\_\_  
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 Financial Protection &  
Innovation  
320 W. 4th St., Ste. 750  
Los Angeles, California 90013-2344  
1-866-275-2677

**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 7<sup>th</sup> 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) 416-8222

**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

**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

**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 Systems Distribution, LLC  
13655 CR 1570  
Ada, Oklahoma 74820

**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, 2023 and 2022  
**Ram Jack Systems Distribution, LLC**

Independent Auditor’s Report..... 1

Financial Statements

    Balance Sheets ..... 3

    Statements of Operations and Members’ Equity ..... 5

    Statements of Cash Flows ..... 6

    Notes to Financial Statements ..... 7



## Independent Auditor's Report

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

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of Ram Jack Systems Distribution, LLC, which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations and members' equity and cash flows for the years then ended, and the related notes to the financial statements.

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

#### *Basis for Opinion*

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

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

*Eide Bailly LLP*

Oklahoma City, Oklahoma  
May 15, 2024

Ram Jack Systems Distribution, LLC

Balance Sheets

December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Assets		
Current Assets		
Cash	\$ 1,713,481	\$ 677,367
Receivables		
Trade, net of allowance for credit losses of \$107,575 in 2023 and \$225,496 in 2022	4,060,888	3,800,100
Notes receivable - related party, net of allowance for credit losses of \$0 in 2023 and \$0 in 2022	3,000	3,000
Notes receivable, net allowance for credit losses of \$13,561 in 2023 and \$53,944 in 2022	-	2,182
Inventory	23,938	23,938
Income tax receivable	-	2,250
Prepaid expenses and other assets	<u>116,500</u>	<u>23,545</u>
Total current assets	<u>5,917,807</u>	<u>4,532,382</u>
Other Assets		
Deferred tax asset	13,258	47,557
Right-of-use assets		
Operating	1,744,563	674,070
Financing	31,500	68,011
Property and equipment, net	<u>104,723</u>	<u>152,050</u>
Total other assets	<u>1,894,044</u>	<u>941,688</u>
	<u>\$ 7,811,851</u>	<u>\$ 5,474,070</u>

Ram Jack Systems Distribution, LLC

Balance Sheets

December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	\$ 1,104,059	\$ 762,353
Lease liability, current		
Operating	375,350	255,378
Financing	14,002	18,765
Accrued expenses	114,101	165,546
Lines of credit	15,869	21,902
Income tax payable	27,568	-
Deferred revenue	21,150	-
Total current liabilities	<u>1,672,099</u>	<u>1,223,944</u>
Long-term liabilities		
Lease liability, long-term		
Operating	1,378,427	422,648
Financing	4,008	36,660
Total long-term liabilities	<u>1,382,435</u>	<u>459,308</u>
Total Liabilities	<u>3,054,534</u>	<u>1,683,252</u>
Members' Equity	<u>4,757,317</u>	<u>3,790,818</u>
	<u>\$ 7,811,851</u>	<u>\$ 5,474,070</u>



Ram Jack Systems Distribution, LLC  
Statements of Operations and Members' Equity  
Years Ended December 31, 2023 and 2022

	2023	2022
Sales, net of discount	\$ 31,441,423	\$ 31,091,277
Cost of Sales	26,267,128	26,647,263
Gross Profit	5,174,295	4,444,014
Selling, General, and Administrative Expenses	4,429,465	4,034,649
Income from Operations	744,830	409,365
Other Income (Expense)		
Service income	437,884	498,190
Other income	138,351	101,574
Loss on disposals	(10,361)	-
Interest expense	(93,195)	(121,062)
Total other income	472,679	478,702
Net Income Before Income Taxes	1,217,509	888,067
(Provision for) Benefit from Income Taxes		
Current	(216,711)	(246,737)
Deferred	(34,299)	10,732
Total provision for income taxes	(251,010)	(236,005)
Net Income	\$ 966,499	\$ 652,062
Members' Equity		
Balance, Beginning of Year	\$ 3,790,818	\$ 3,138,756
Net Income	966,499	652,062
Balance, End of Year	\$ 4,757,317	\$ 3,790,818

# Ram Jack Systems Distribution, LLC

## Statements of Cash Flows

Years Ended December 31, 2023 and 2022

	2023	2022
<b>Operating Activities</b>		
Net income	\$ 966,499	\$ 652,062
Charges and credits to net income not affecting cash		
Depreciation	53,921	88,044
Deferred income taxes	34,299	(10,732)
Loss on disposals	10,360	-
Changes in assets and liabilities		
Inventory	-	(3,500)
Trade receivables	(260,788)	(780,101)
Notes receivable	2,182	8,337
Income taxes payable/receivable	29,818	(42,392)
Operating lease assets and liabilities	5,258	(1,407)
Prepaid expenses and other assets	(92,955)	444
Accounts payable	341,706	36,415
Accrued expenses	(51,445)	90,788
Deferred revenue	21,150	-
<b>Net Cash from Operating Activities</b>	<b>1,060,005</b>	<b>37,958</b>
<b>Investing Activities</b>		
Purchase of property and equipment	-	(17,825)
<b>Net Cash used for Investing Activities</b>	<b>-</b>	<b>(17,825)</b>
<b>Financing Activities</b>		
Principal payments on finance lease liability	(17,858)	-
Payments made on line of credit debt	(6,033)	(34,961)
<b>Net Cash from used for Financing Activities</b>	<b>(23,891)</b>	<b>(34,961)</b>
<b>Net Change in Cash</b>	<b>1,036,114</b>	<b>(14,828)</b>
Cash, Beginning of Year	677,367	692,195
Cash, End of Year	<b>\$ 1,713,481</b>	<b>\$ 677,367</b>
<b>Supplemental Disclosures of Cash Flow Information</b>		
Cash payments for		
Interest paid	\$ 90,526	\$ 121,062
Income taxes paid	188,714	288,963

**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 primarily 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 in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor, per insured bank, for each account ownership category. At December 31, 2023 and 2022, the Company had approximately \$1,463,000 and \$561,000, respectively, in excess of FDIC-insured limits.

**Receivables and Credit Policy**

The Company sells its products to a broad range of customers throughout the United States. Customers are typically provided with payment terms of 30 days with no discount. The Company has tracked historical loss information for its trade receivables and notes receivable and compiled historical credit loss percentages for different aging categories (current, 1–30 days past due, 31–60 days past due, 61–90 days past due, and more than 90 days past due).

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 0% to 8%. Interest income from notes receivable is recognized when earned.

Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for trade receivables held at December 31, 2023 and 2022 because the composition of the trade receivables at those dates are consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). Additionally, management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for credit losses at December 31, 2023 and 2022 totaled \$121,136 and \$279,440, respectively.

Changes in the allowance for credit losses for receivables are as follows for the year ended December 31, 2023:

	Trade Receivables	Notes Receivable	Total
Allowance for Credit Losses, Beginning of Year	\$ 225,496	\$ 53,944	\$ 279,440
Impact of adopting Topic 326	-	-	-
Provision for credit losses	9,732	-	9,732
Charge-offs	(127,653)	(40,383)	(168,036)
Recoveries	-	-	-
	<u>          </u>	<u>          </u>	<u>          </u>
Allowance for Credit Losses, End of Year	<u>\$ 107,575</u>	<u>\$ 13,561</u>	<u>\$ 121,136</u>

### 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
Capitalized software	3 years
Machinery and warehouse equipment	7 years
Transportation equipment	5 years

Right-of-use (ROU) assets from financing leases are amortized on the straight-line method over the shorter of the lease term or their respective estimated useful lives. Financing lease ROU asset amortization is included in depreciation in the statement of operations. Depreciation expense for the years ended December 31, 2023 and 2022, was \$53,941 and \$88,044, 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 2023 or 2022.

### **Revenue Recognition**

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 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.

The Company also offers business services for call centers, website administration, and other foundation repair franchise services over the period of time the services are provided on a monthly basis for a monthly fee per applicable location. The Company recognizes other revenues, such as consultation fees, when the performance obligation has been met on the basis of actual time incurred based on pre-determined rates.

The nature of the Company's business gives rise to variable consideration, including allowances and returns that generally decrease the transaction price which reduces revenue. These variable amounts are credited to the customer, based on product returns or price concessions. Variable consideration is estimated at the most likely amount that is expected to be earned. Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Estimates are based on historical experience and known trends.

### **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, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Number of franchise - beginning of year	71	74
New franchises granted	1	6
Franchises closed	<u>(3)</u>	<u>(9)</u>
Number of franchises - end of year	<u><u>69</u></u>	<u><u>71</u></u>

### Shipping and Handling

The Company recognizes as sales amounts billed to its customers for shipping and handling and includes in its cost of sales the cost of such shipping and handling. The Company included \$1,253,980 and \$1,260,097 of shipping and handling in its sales for the years ended December 31, 2023 and 2022, respectively.

### Advertising

The Company expenses the costs of advertising as incurred. Advertising expenses for the years ended December 31, 2023 and 2022, were approximately \$190,600 and \$135,700, 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, 2023 and 2022.

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, 2023 and 2022, 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 2020.

### **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.

### **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.

### **Subsequent Events**

The Company has evaluated subsequent events through May 15, 2024, the date which the financial statements were available to be issued.

**Note 3 - Revenue**

The following table disaggregates the Company's revenue based on the timing of satisfaction of performance obligations for the years ended December 31, 2023 and 2022:

	2023	2022
Revenue recognized at a point in time	\$ 31,441,423	\$ 31,091,277
Revenue recognized over time	437,884	498,190
Total revenue from contracts with customers	\$ 31,879,307	\$ 31,589,467

Revenue from performance obligations satisfied at a point in time consist of sales of products through franchisee contracts. These goods are sold to franchisees throughout the United States. Revenue from performance obligations satisfied over time consists primarily of the sales of website and call center services through franchisee contracts to franchisees throughout the United States.

The beginning and ending balances for accounts receivables and deferred revenue were as follows for the years ended December 31, 2023 and 2022:

	2023		2022	
	January 1	December 31	January 1	December 31
Accounts receivable	\$ 4,025,596	\$ 4,168,463	\$ 3,245,172	\$ 4,025,596
Deferred revenue	-	21,150	-	-

Deferred revenue represents amounts paid in advance for goods and services to be provided in the following fiscal year.



**Note 4 - Notes Receivable**

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

	2023		2022	
	Related Party	Other	Related Party	Other
Beginning balance	\$ 3,000	\$ 56,126	\$ 3,000	\$ 64,463
Advances	-	-	-	-
Payments received	-	(2,181)	-	(8,337)
Write-offs	-	(40,384)	-	-
Total note receivable	3,000	13,561	3,000	56,126
Less: Allowance	-	(13,561)	-	(53,944)
Net note receivable	<u>\$ 3,000</u>	<u>\$ -</u>	<u>\$ 3,000</u>	<u>\$ 2,182</u>

During the year ended December 31, 2023 and 2022, interest income from notes receivable totaled \$25 and \$500, respectively.

**Note 5 - Inventory**

As of December 31, 2023 and 2022, the Company's inventory is comprised of systems and parts totaling \$23,938 and \$23,938, respectively.

**Note 6 - Property and Equipment, net**

A summary of property and equipment at December 31, 2023 and 2022 is as follows:

	2023	2022
Leasehold improvements	\$ 161,188	\$ 161,188
Furniture, fixtures, and office equipment	43,326	41,641
Machinery and warehouse equipment	63,636	63,636
Software	224,357	224,357
	<u>492,507</u>	<u>490,822</u>
Accumulated depreciation	<u>(387,784)</u>	<u>(338,772)</u>
Property and equipment, net	<u>\$ 104,723</u>	<u>\$ 152,050</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, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Deferred tax assets		
Receivable allowances	\$ 28,945	\$ 75,449
Deferred tax liabilities		
Property and equipment	(14,665)	(25,562)
Leases	<u>(1,022)</u>	<u>(2,330)</u>
	<u>(15,687)</u>	<u>(27,892)</u>
Net deferred tax asset	<u>\$ 13,258</u>	<u>\$ 47,557</u>

The current income tax provision (benefit) for the years ended December 31, 2023 and 2022 consists of the following:

	<u>2023</u>	<u>2022</u>
Income tax provision (benefit)		
Computed expense	\$ 265,350	\$ 239,749
Permanent differences	4,042	365
Rate change	5,459	-
Other temporary differences	<u>(58,140)</u>	<u>6,623</u>
	<u>\$ 216,711</u>	<u>\$ 246,737</u>

The provision (benefit) for income taxes charged to income for the years ended December 31, 2023 and 2022, consists of the following:

	2023	2022
Currently payable	\$ 216,711	\$ 246,737
Deferred	34,299	(10,732)
	\$ 251,010	\$ 236,005

Income tax provision differs from the amount of income tax determined by applying an income tax rate of 23.89% for 2023 and 27% for 2022 to pretax income for the years ended December 31, 2023 and 2022, 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 in July 2024. Monthly payments of interest expense are required. The line of credit bears a fixed interest rate of 8.0% at December 31, 2023 and 4.75% at December 31, 2022. 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 both December 31, 2023 and 2022, was \$15,869. Interest expense related to this debt is approximately \$1,000 and \$1,400 for December 31, 2023 and 2022, respectively.

The Company also has a line of credit with a related party, SDG Properties, LP, for \$452,000, with no defined maturity date. Payments of interest only are required monthly at a rate of 6% per annum. The outstanding balance at December 31, 2023 and 2022, was \$0 and \$6,033, respectively. The line of credit is secured by accounts receivable, inventory, and notes receivable. The Company paid interest related to this debt totaling approximately \$220 and \$1,400 for the year ending December 31, 2023 and 2022, respectively.

**Note 9 - Adoption of Accounting Standard**

As of January 1, 2023, the Company adopted Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* (ASU 2016-13), which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The CECL model is applicable to the measurement of credit losses on financial assets measured at amortized cost, including trade receivables. CECL requires entities to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. This standard provides financial statement users with more decision-useful information about the expected losses on financial instruments.

The Company adopted ASU 2016-13 using the modified retrospective review method for all financial assets measured at amortized cost. Results for reporting periods beginning after January 1, 2023, are presented under Topic 326 while prior period amounts continue to be reported in accordance with previously applicable GAAP. No cumulative effect adjustment was recognized on January 1, 2023, as a result of the adoption of this standard. The adoption of the new standard did not materially impact the Company's balance sheets, statements of operations and members' equity or cash flows. See Note 1 for further disclosure of the Company's receivables.

#### **Note 10 - Leases Under Common Control**

The Company leases certain office facilities, equipment, and an airplane for various terms under long-term, non-cancelable operating lease and finance lease agreements with common control. The leases expire at various dates through October 2025. The Company included in the determination of the right-of-use assets and lease liabilities any renewal options when the options are reasonably certain to be exercised. Also, the agreements generally require the Company to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Company estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Company's applicable borrowing rates and the contractual lease term.

The Company has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Company elected the practical expedient to not separate lease and non-lease components for real estate and vehicle leases. The Company also elected to apply the practical expedient to use the written terms and conditions of common control arrangements in determining whether a lease exists, the classification of the lease, and the accounting for the lease.

During 2023 and 2022, Ram Jack Systems Distribution had office lease agreements with the Company's affiliates, Gregory & Gregory Leasing (GGL) and SDG Properties, LP (SDG). Additionally, the Company uses Latta Leasing, LP (LL) for purposes of rent of shared property and equipment.

Ram Jack Systems Distribution, LLC

Notes to Financial Statements

December 31, 2023 and 2022

The following leases were included for the years ended December 31, 2023 and 2022:

	2023		2022		End of Lease
	Per Month Lease	Annual Lease Total	Per Month Lease	Annual Lease Total	
GGL	\$ 6,000	\$ 72,000	\$ 6,000	\$ 72,000	December 2024
SDG	15,000	180,000	11,400	136,800	January 2033
LL - Airplane	16,346	196,152	16,346	196,152	October 2025
LL - Vehicles	1,386	16,626	2,711	32,532	Varies through March 2025
		<u>\$ 464,778</u>		<u>\$ 437,484</u>	

Total lease costs for the year ended December 31, 2023 and 2022, were as follows:

	2023	2022
Operating lease cost	\$ 365,826	\$ 398,450
Finance lease cost		
Interest expense	5,379	13,775
Amortization of right-of-use assets	6,594	8,090

The following summarizes the weighted-average remaining lease term and weight-average discount rate:

	2023	2022
Weighted Average Discount Rate		
Operating leases	4.66%	4.53%
Finance leases	22.13%	21.10%
Weighted Average Remaining Lease Term		
Operating leases	3.93 Years	2.62 Years
Finance leases	1.17 Years	2.10 Years

The following table summarizes the supplemental cash flow information for the years ended December 31, 2023 and 2022:

	2023	2022
Cash Paid for Amounts Included in the Measurement of Lease Liabilities		
Operating cash flows from operating leases	\$ (444,555)	\$ (388,608)
Financing cash flows from finance leases	(17,858)	-
Right-of-use Assets Obtained in Exchange for Lease Liabilities		
Operating leases	\$ 1,436,309	\$ -

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of December 31, 2023.

	Operating	Finance
2024	\$ 448,154	\$ 16,626
2025	343,462	4,157
2026	180,000	-
Thereafter	1,095,000	-
Total lease payments	2,066,616	20,783
Less interest	(312,839)	(2,773)
Present value of lease liabilities	<u>\$ 1,753,777</u>	<u>\$ 18,010</u>

**Note 11 - Related Party Transactions**

Ram Jack Manufacturing, LLC (RJM), an affiliate of Ram Jack System Distribution, is a Texas Limited Liability Company, registered January 31, 2001 to do business in Oklahoma 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.; Ram Jack of Oklahoma, Inc.; Ram Jack Manufacturing, LLC (RJM); Foundation Solutions Indiana, LLC; Gregory & Gregory Leasing (GGL); SDG PropertiesLP (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; Ram Jack Solar Solutions, LLC; Steven Gregory Living Trust; and RJMG Operating Services I, LLC (RJMG); 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 2023 and 2022, the Company paid RJM approximately \$26.5 million and \$27.0 million, respectively, for such purchases. As of December 31, 2023 and 2022, the Company owed RJM approximately \$1,038,000 and \$709,800, respectively.

The Company also reimburses RJM for utility expenses on a monthly basis based on the percentage of square footage utilized by the Company, reimbursement of utilities, and certain consulting services. Total reimbursement for these utility expenses and consulting was approximately \$987,000 and \$1.1 million in 2023 and 2022, respectively.

As discussed in Note 10, Ram Jack Systems Distribution had office lease agreements with the Company's affiliates, Gregory & Gregory Leasing (GGL) and SDG Properties, LP (SDG). Additionally, the Company uses Latta Leasing, LP (LL) for purposes of rent of shared property and equipment. The annual lease amounts for the year ended December 31, 2023, is disclosed in Note 10.

Additionally, the Company reimburses SDG for a portion of total liability, workers compensation, and automobile insurance. During 2023 and 2022, the Company reimbursed SDG for approximately \$293,000 and \$262,000, respectively for these expenses.

Ram Jack Systems Distribution obtained a line of credit with SDG in 2009 which is fully discussed in Note 8.

Ram Jack Systems Distribution pays GEI for various services on a monthly basis. These services are primarily accounting, consulting, and other administrative services. During 2023 and 2022, total expenses for these services were approximately \$200,000 and \$566,000, respectively.

Fortified Engineering which operates in Texas is another related party in which the Company owner has a controlling interest until January 1, 2023. The Company pays Fortified Engineering a monthly consulting fee. The Company paid Fortified approximately \$264,000 and \$249,000 in the years 2023 and 2022, respectively.

Ram Jack Systems Distribution provides various accounting and IT services to RJM and RJT Commercial. Other services are provided to related parties as well. These entities are related by common ownership. For the years ended December 31, 2023 and 2022, revenues included the following approximated amounts from related parties:

	<u>2023</u>	<u>2022</u>
RJT Commercial, Inc.	\$ 8,395,960	\$ 7,207,670
RJ Manufacturing	89,706	35,253
RJMG Operating Services I	1,797,975	1,924,908
Latta Leasing	11,677	30,669
Gregory Enterprises	6,775	50,779
S Gregory	14,206	-
	<u>\$ 10,316,299</u>	<u>\$ 9,249,279</u>

For the years ended December 31, 2023 and 2022, trade receivables included the following approximated amounts from related parties:

	<u>2023</u>	<u>2022</u>
RJT Commercial, Inc.	\$ 284,676	\$ 478,059
RJMG Operating Service I	1,060,498	989,276
RJ Manufacturing	4,141	2,089
Latta Leasing	-	7,110
TRG Properties	-	97
	<u>\$ 1,349,315</u>	<u>\$ 1,476,631</u>

Ram Jack Systems Distribution has related party notes receivable which are fully discussed in Note 4.

**Note 12 - 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, 2023 and 2022:

	2023	2022
RJT Comm TX	24%	22%

\* 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, 2023 and 2022:

	2023	2022
RJT Comm TX	*	12%
RJMG Operating Services	26%	25%

\* Indicates less than 10% in specified year.

**Note 13 - Employee Benefit Plan**

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. In 2021, the plan was amended to provide “safe harbor” contributions and the Company must match 100% of the employee’s deferral up to 3%, plus 50% of the next 2%. There were no contributions in 2023 or 2022. The plan was terminated in 2023.

**Note 14 - Commitments and Contingencies**

Periodically, the Company is named as a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, the Company believes the resolution of these matters will not have a material adverse effect on the financial condition of the Company.





Financial Statements  
December 31, 2022 and 2021  
**Ram Jack Systems Distribution, LLC**

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## Independent Auditor's Report

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

### Report on the Audit of the Financial Statements

#### ***Opinion***

We have audited the financial statements of Ram Jack Systems Distribution, LLC, which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations and members' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Ram Jack Systems Distribution, LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

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

#### ***Emphasis of Matter – Change in Accounting Principle***

As discussed in Note 9 to the financial statements, Ram Jack Systems Distribution, LLC has adopted the provisions FASB Accounting Standards Codification Topic 842, *Leases* and FASB Accounting Standards Update No. 2023-01, *Leases (Topic 842): Common Control Arrangements*, as of January 1, 2022, using the modified retrospective approach with an adjustment at the beginning of the adoption period. Our opinion is not modified with respect to this matter.

### ***Responsibilities of Management 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; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

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

In performing an audit in accordance with GAAS, we:

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

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

*Eide Bailly LLP*

Oklahoma City, Oklahoma  
July 26, 2023

# Ram Jack Systems Distribution, LLC

Balance Sheets

December 31, 2022 and 2021

	2022	2021
Assets		
Current Assets		
Cash	\$ 677,367	\$ 692,195
Receivables		
Trade, net of allowance for doubtful accounts of \$225,496 in 2022 and \$225,173 in 2021	3,800,100	3,019,999
Notes receivable - related party, net of allowance for doubtful accounts of \$0 in 2022 and \$0 in 2021	3,000	3,000
Notes receivable, net allowance for doubtful accounts of \$53,944 in 2022 and \$53,944 in 2021	2,182	10,519
Inventory	23,938	20,438
Income tax receivable	2,250	-
Prepaid expenses and other assets	23,545	23,989
Total current assets	4,532,382	3,770,140
Other Assets		
Deferred tax asset	47,557	36,825
Right-of-use assets		
Operating	674,070	-
Financing	68,011	-
Property and equipment, net	152,050	1,706,431
Total other assets	941,688	1,743,256
	<u>\$ 5,474,070</u>	<u>\$ 5,513,396</u>
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	\$ 762,353	\$ 725,938
Lease liability, current		
Operating	255,378	-
Financing	18,765	97,852
Accrued expenses	165,546	74,758
Lines of credit	21,902	56,863
Income tax payable	-	40,142
Total current liabilities	1,223,944	995,553
Long-term liabilities		
Lease liability, long-term		
Operating	422,648	-
Financing	36,660	1,379,087
Total long-term liabilities	459,308	1,379,087
Total Liabilities	1,683,252	2,374,640
Members' Equity	3,790,818	3,138,756
	<u>\$ 5,474,070</u>	<u>\$ 5,513,396</u>

**Ram Jack Systems Distribution, LLC**  
**Statements of Operations and Members' Equity**  
**Years Ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Sales, net of discount	\$ 31,091,277	\$ 30,533,096
Cost of Sales	<u>26,647,263</u>	<u>26,187,938</u>
Gross Profit	<u>4,444,014</u>	<u>4,345,158</u>
Selling, General and Administrative Expenses	<u>4,034,649</u>	<u>3,423,596</u>
Income from Operations	<u>409,365</u>	<u>921,562</u>
Other Income (Expense)		
Service income	498,190	455,697
Other income	101,574	136,586
Interest expense	<u>(121,062)</u>	<u>(133,587)</u>
Total other income	<u>478,702</u>	<u>458,696</u>
Net Income Before Income Taxes	<u>888,067</u>	<u>1,380,258</u>
(Provision for) Benefit from Income Taxes		
Current	(246,737)	(281,762)
Deferred	<u>10,732</u>	<u>(73,289)</u>
Total provision for income taxes	<u>(236,005)</u>	<u>(355,051)</u>
Net Income	<u>\$ 652,062</u>	<u>\$ 1,025,207</u>
Members' Equity		
Balance, Beginning of Year	\$ 3,138,756	\$ 2,113,549
Net Income	<u>652,062</u>	<u>1,025,207</u>
Balance, End of Year	<u>\$ 3,790,818</u>	<u>\$ 3,138,756</u>

Ram Jack Systems Distribution, LLC

Statements of Cash Flows

Years Ended December 31, 2022 and 2021

	2022	2021
Operating Activities		
Net income	\$ 652,062	\$ 1,025,207
Charges and credits to net income not affecting cash		
Depreciation	88,044	186,911
Deferred income taxes	(10,732)	73,289
Gain on disposal of assets	-	(19,458)
Changes in assets and liabilities		
Inventory	(3,500)	-
Trade receivables	(780,101)	(434,786)
Related party notes receivable	-	89,278
Notes receivable	8,337	48,487
Income taxes payable/receivable	(42,392)	(81,381)
Operating lease assets and liabilities	(1,407)	-
Prepaid expenses and other assets	444	61,347
Accounts payable	36,415	(1,050,192)
Accrued expenses	90,788	2,008
Net Cash (used for) from Operating Activities	<u>37,958</u>	<u>(99,290)</u>
Investing Activities		
Purchase of property and equipment	<u>(17,825)</u>	<u>-</u>
Net Cash used for Investing Activities	<u>(17,825)</u>	<u>-</u>
Financing Activities		
Principal payments on lease liability	-	(104,200)
Net change in lines of credit	<u>(34,961)</u>	<u>(29,487)</u>
Net Cash used for Financing Activities	<u>(34,961)</u>	<u>(133,687)</u>
Net Change in Cash	(14,828)	(232,977)
Cash, Beginning of Year	<u>692,195</u>	<u>925,172</u>
Cash, End of Year	<u>\$ 677,367</u>	<u>\$ 692,195</u>
Supplemental Disclosures of Cash Flow Information		
Cash payments for		
Interest paid	\$ 121,062	\$ 133,587
Income taxes paid	288,963	362,943
Supplemental Disclosure of Non-Cash Information		
Disposal of property and equipment via capital leases	\$ -	\$ (51,154)
Addition of property and equipment via capital leases	-	80,900
Addition of capital lease liability	-	10,288



## **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 in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor, per insured bank, for each account ownership category. At December 31, 2022 and 2021, the Company had approximately \$561,000 and \$476,000, respectively, in excess of FDIC-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 0% to 8%. 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
Capitalized software	3 years
Machinery and warehouse equipment	7 years
Transportation equipment	5 years

Depreciation expense for the years ended December 31, 2022 and 2021 was \$88,044 and \$186,911, 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 2022 or 2021.

### Revenue Recognition

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 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.

The Company also offers business services for call centers, website administration, and other foundation repair franchise services over the period of time the services are provided on a monthly basis for a monthly fee per applicable location. The Company recognizes other revenues, such as consultation fees, when the performance obligation has been met on the basis of actual time incurred based on pre-determined rates.

The nature of the Company's business gives rise to variable consideration, including warranties, allowances, and returns that generally decrease the transaction price which reduces revenue. These variable amounts are credited to the customer, based on product returns or price concessions. Variable consideration is estimated at the most likely amount that is expected to be earned. Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Estimates are based on historical experience and known trends.

### 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, 2022 and 2021:

	2022	2021
Number of franchise - beginning of year	74	74
New franchises granted	6	-
Franchises closed	(9)	-
	71	74

### **Shipping and Handling**

The Company recognizes as sales amounts billed to its customers for shipping and handling and includes in its cost of sales the cost of such shipping and handling. The Company included \$1,260,097 and \$1,229,523 of shipping and handling in its sales for the years ended December 31, 2022 and 2021, respectively.

### **Advertising**

The Company expenses the costs of advertising as incurred. Advertising expenses for the years ended December 31, 2022 and 2021 were approximately \$135,700 and \$114,100, 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, 2022 and 2021.

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, 2022 and 2021, 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 2019.

**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.

**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.

**Subsequent Events**

The Company has evaluated subsequent events through July 26, 2023, the date which the financial statements were available to be issued.

**Note 3 - Revenue**

The following table disaggregates the Company's revenue based on the timing of satisfaction of performance obligations for the years ended December 31, 2022 and 2021:

	2022	2021
Revenue recognized at a point in time	\$ 31,091,277	\$ 30,533,096
Revenue recognized over time	498,190	455,697
Total revenue from contracts with customers	\$ 31,589,467	\$ 30,988,793

Revenue from performance obligations satisfied at a point in time consist of sales of products through franchisee contracts. These goods are sold to franchisees throughout the United States. Revenue from performance obligations satisfied over time consists primarily of the sales of website and call center services through franchisee contracts to franchisees throughout the United States.

The beginning and ending balances for accounts receivables were as follows for the years ended December 31, 2022 and 2021:

	2022	
	January 1	December 31
Accounts receivable	\$ 3,245,172	\$ 4,025,596
	2021	
	January 1	December 31
Accounts receivable	\$ 2,948,014	\$ 3,245,172

**Note 4 - Notes Receivable**

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

	2022		2021	
	Related Party	Other	Related Party	Other
Beginning balance	\$ 3,000	\$ 64,463	\$ 277,002	\$ 95,345
Advances	-	-	22,106	-
Payments received	-	(8,337)	(200,663)	(30,882)
Write-offs	-	-	(95,445)	-
	Total note receivable		Total note receivable	
	\$ 3,000	\$ 56,126	\$ 3,000	\$ 64,463
	Less: Allowance		Less: Allowance	
	-	(53,944)	-	(53,944)
	Net note receivable		Net note receivable	
	\$ 3,000	\$ 2,182	\$ 3,000	\$ 10,519

During the year ended December 31, 2022 and 2021, interest income from notes receivable totaled \$500 and \$1,000, respectively.

**Note 5 - Inventory**

As of December 31, 2022 and 2021, the Company's inventory is comprised of systems and parts totaling \$23,938 and \$20,438, respectively.

**Note 6 - Property and Equipment, net**

A summary of property and equipment at December 31, 2022 and 2021 is as follows:

	2022	2021
Leasehold improvements	\$ 161,188	\$ 161,188
Furniture, fixtures, and office equipment	41,641	26,327
Machinery and warehouse equipment	63,636	61,105
Software	224,357	224,357
Automobiles and airplane	-	1,814,624 *
	490,822	2,287,601
Accumulated depreciation	(338,772)	(581,170)
Property and equipment, net	\$ 152,050	\$ 1,706,431

\* Property and related amortization moved to right-of-use asset in 2022.

Leased property under related party capital leases at December 31, 2021, includes:

	2021
Airplane	\$ 1,685,978
Vehicles	128,646
	1,814,624
Less accumulated amortization	(327,133)
	\$ 1,487,491

**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, 2022 and 2021:

	2022	2021
Deferred tax asset:		
Allowance for doubtful accounts	\$ 75,449	\$ 75,361
Lease liabilities	198,032	-
Capital lease liability	-	398,774
Deferred tax liability:		
Tax basis versus U.S. GAAP basis property and equipment	(225,924)	(437,310)
Net deferred tax asset	\$ 47,557	\$ 36,825

The current income tax provision (benefit) for the years ended December 31, 2022 and 2021 consists of the following:

	2022	2021
Federal income tax provision (benefit)		
Computed expense	\$ 239,749	\$ 372,670
Permanent differences	365	1,352
Other temporary differences	6,623	(92,260)
	\$ 246,737	\$ 281,762



Income tax provision differs from the amount of income tax determined by applying an income tax rate of 27% to pretax income for the years ended December 31, 2022 and 2021, 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 in July 2024. Monthly payments of interest expense are required. The line of credit bears a fixed interest rate of 4.75% at December 31, 2022 and 3.75% at December 31, 2021. 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 both December 31, 2022 and 2021 was \$15,869. Interest expense related to this debt is approximately \$700 and \$600 for December 31, 2022 and 2021, respectively.

The Company also has a line of credit with a related party, SDG Properties, LP, for \$452,000, with no defined maturity date. Payments of interest only are required monthly at a rate of 6% per annum. The outstanding balance at December 31, 2022 and 2021 was \$6,033 and \$40,994, respectively. The line of credit is secured by accounts receivable, inventory, and notes receivable. The Company paid interest related to this debt totaling approximately \$1,400 and \$2,800 for the year ending December 31, 2022 and 2021, respectively.

#### **Note 9 - Adoption of Accounting Standards Codification Topic 842**

Effective January 1, 2022, the Company adopted the new lease accounting guidance in Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)* and ASU No. 2023-01, *Leases (Topic 842): Common Control Arrangements*. The Company elected to apply the guidance as of January 1, 2022, the beginning of the adoption period. The comparative financial information and disclosures presented are in accordance with the legacy standard, ASC 840. The standard requires the recognition of right-of-use assets and lease liabilities for lease contracts with terms greater than 12 months. Operating lease costs are recognized in the income statement as a single lease cost and finance lease costs are recognized in two components, interest expense and amortization expense. Leasehold improvements related to leases with entities under common control are amortized using the useful life that the assets will be useful to the common control group. The Company has elected the package of practical expedients permitted in ASC Topic 842. Accordingly, the Company accounted for its existing leases as either finance or operating lease under the new guidance, without reassessing (a) whether the contract contains a lease under ASC Topic 842, (b) whether classification of the operating lease would be different in accordance with ASC Topic 842, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in ASC Topic 842 at lease commencement. Additionally, the Company has elected to apply the practical expedient to use the written terms and conditions of certain common control arrangements in determining whether a lease exists, the classification of the lease, and the accounting for the lease. Management makes this election on an arrangement-by-arrangement basis and has determined that applying this practical expedient is preferable in that the reporting will more accurately reflect the economic substance of these transactions.

As a result of the adoption of the new lease accounting guidance, the Company recognized on January 1, 2022, the beginning of the adoption period, no cumulative effect adjustment to members' equity, an operating lease liability of \$1,771,358, an operating right-of-use asset of \$1,771,358, a finance lease liability of \$74,192, and a finance right-of-use asset of \$74,192. The adoption of the new standard did not materially impact the Company's Statements of Operations or Statements of Cash Flows. See Note 10 for further disclosure of the Company's lease contracts.

#### **Note 10 - Leases Under Common Control**

The Company leases certain office facilities, equipment and an airplane for various terms under long-term, non-cancelable operating lease and finance lease agreements with common control. The leases expire at various dates through October 2025. The Company included in the determination of the right-of-use assets and lease liabilities any renewal options when the options are reasonably certain to be exercised. Also, the agreements generally require the Company to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Company estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Company's applicable borrowing rates and the contractual lease term.

The Company has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Company elected the practical expedient to not separate lease and non-lease components for real estate and vehicle leases. The Company also elected to apply the practical expedient to use the written terms and conditions of common control arrangements in determining whether a lease exists, the classification of the lease, and the accounting for the lease.

During 2022 and 2021, Ram Jack Systems Distribution had office lease agreements with the Company's affiliates, Gregory & Gregory Leasing (GGL) and SDG Properties, LP (SDG). Additionally, the Company uses Latta Leasing, LP (LL) for purposes of rent of shared property and equipment.

For purposes of Topic 842, the following leases were included for the year ended December 31, 2022:

	Per Month Lease	Annual Lease Total	End of Lease
GGL	\$ 6,000	\$ 72,000	December 2024
SDG	11,400	136,800	January 2023
LL - Airplane	16,346	196,152	October 2025
LL - Vehicles	2,711	32,532	Varies through March 2025
		<u>\$ 437,484</u>	

As of December 31, 2021, the Company reported property and equipment and related capital leases as disclosed in Notes 6.

Total lease costs for the year ended December 31, 2022, were as follows:

Operating lease cost	\$ 398,450
Finance lease cost:	
Interest expense	13,775
Amortization of right-of-use assets	8,090

Total lease expense under noncancelable leases was \$228,000 for the year December 31, 2021.

The following table summarizes the supplemental cash flow information for the year ended December 31, 2022:

	<u>2022</u>
Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	\$ 388,608
Operating cash flows from finance leases	32,541

The following summarizes the weighted-average remaining lease term and weight-average discount rate:

Weighted-average discount rate:

Operating leases	4.53%
Finance leases	21.10%

Weighted-average remaining lease term:

Operating leases	2.62 Years
Finance leases	2.10 Years

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of December 31, 2022.

	December 31, 2022	
	Operating	Finance
2023	\$ 279,554	\$ 32,541
2024	268,154	32,541
2025	163,462	4,156
Thereafter	-	-
Total lease payments	711,170	69,238
Less interest	(33,144)	(13,813)
Present value of lease liabilities	\$ 678,026	\$ 55,425

Future minimum payments determined under the guidance in Topic 840 are listed below as of December 31, 2021.

Years Ending December 31,	Capital Leases	Operating Leases
2022	\$ 232,896	\$ 212,147
2023	232,896	211,252
2024	232,896	210,000
2025	204,511	-
2026	200,355	-
Thereafter	1,002,536	-
Total minimum lease payments	2,106,090	<u>\$ 633,399</u>
Less portion representing interest	<u>(629,151)</u>	
Present value of minimum lease payments	<u>\$ 1,476,939</u>	

#### **Note 11 - Related Party Transactions**

Ram Jack Manufacturing, LLC (RJM), an affiliate of Ram Jack System Distribution, is a Texas Limited Liability Company, registered January 31, 2001 to do business in Oklahoma 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.; Foundations Solutions Indiana, LLC; Ram Jack of Oklahoma, Inc.; Ram Jack Manufacturing, LLC (RJM); Gregory & Gregory Leasing (GGL); SDG Properties, LP (SDG); Gregory Enterprise, Inc. (GEI); Latta Leasing, LP (LL); TRG Properties (TRG); and RJ Utility Solutions, LLC by virtue of common ownership. RJSD, RJM, GGL, and GEI share the administrative same premises.

Effective January 2022, there were two new related party companies started, RJMG Operating Services I, LLC and RJ Management Holding Co. I, LLC.

The Company purchases licensed products and equipment from RJM. During 2022 and 2021, the Company paid RJM approximately \$27.0 million and \$26.0 million, respectively, for such purchases. As of December 31, 2022 and 2021, the Company owed RJM approximately \$709,800 and \$673,000, respectively.

The Company also reimburses RJM for utility expenses on a monthly basis based on the percentage of square footage utilized by the Company, reimbursement of utilities, and certain consulting services. Total reimbursement for these utility expenses and consulting was approximately \$1.1 million and \$815,000 in 2022 and 2021, respectively.

As discussed in Note 10, Ram Jack Systems Distribution had office lease agreements with the Company's affiliates, Gregory & Gregory Leasing (GGL) and SDG Properties, LP (SDG). Additionally, the Company uses Latta Leasing, LP (LL) for purposes of rent of shared property and equipment. The annual lease amounts for the year ended December 31, 2022 is disclosed in Note 10. The monthly and annual rent expense for these operating agreements for the year ended December 31, 2021 is as follows:

	Lease	Lease Total
GGL	\$ 6,000	\$ 72,000
SDG	11,400	136,800
LL	100	1,200
		\$ 210,000

Additionally, the Company reimburses SDG for a portion of total liability, workers compensation, and automobile insurance. During 2022 and 2021, the Company reimbursed SDG for approximately \$262,000 and \$153,000, respectively for these expenses.

Ram Jack Systems Distribution obtained a line of credit with SDG in 2009 which is fully discussed in Note 8.

Ram Jack Systems Distribution pays GEI for various services on a monthly basis. These services are primarily accounting, consulting, and other administrative services. During 2022 and 2021, total expenses for these services were approximately \$566,000 and \$149,000, respectively.

Fortified Engineering which operates in Texas is another related party in which the Company owner has a controlling interest. The Company pays Fortified Engineering a monthly consulting fee. The Company paid Fortified approximately \$249,000 and \$301,000 in the years 2022 and 2021, respectively.

## Ram Jack Systems Distribution, LLC

Notes to Financial Statements

December 31, 2022 and 2021

Ram Jack Systems Distribution provides various accounting and IT services to RJM and RJT Commercial. Other services are provided to related parties as well. These entities are related by common ownership. For the years ended December 31, 2022 and 2021, revenues included the following approximated amounts from related parties:

	2022	2021
RJT Commercial, Inc.	\$ 7,207,670	\$ 7,927,289
RJ Manufacturing	35,253	65,333
RJMG Operating Services I	1,924,908	-
Latta Leasing	30,669	11,650
Foundation Solutions, Indiana, LLC	-	1,186,859
Gregory Enterprises	50,779	58,930
RJ of Oklahoma	-	389
	\$ 9,249,279	\$ 9,250,450

For the years ended December 31, 2022 and 2021, trade receivables included the following approximated amounts from related parties:

	2022	2021
RJT Commercial, Inc.	\$ 478,059	\$ 685,079
RJMG Operating Service I	989,276	-
RJ Manufacturing	2,089	1,233
Latta Leasing	7,110	130
TRG Properties	97	-
	\$ 1,476,631	\$ 686,442

Ram Jack Systems Distribution has related party notes receivable which are fully discussed in Note 4.

### Note 12 - 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, 2022 and 2021:

	2022	2021
RJT Comm TX	22%	25%

\* 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, 2022 and 2021:

	2022	2021
RJT Comm TX	12%	13%
RJ of SC, Inc.	*	15%
RJMG Operating Services	25%	N/A

\* Indicates less than 10% in specified year.

**Note 13 - Employee Benefit Plan**

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. In 2021, the plan was amended to provide “safe harbor” contributions and the Company must match 100% of the employee’s deferral up to 3%, plus 50% of the next 2%. There were no contributions in 2022 or 2021.

**Note 14 - Commitments and Contingencies**

Periodically, the Company is named as a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, the Company believes the resolution of these matters will not have a material adverse effect on the financial condition of the Company.



**RAM JACK SYSTEMS DISTRIBUTION, LLC**

**Unaudited Balance Sheet  
and Income Statement  
for the five months ending May 31, 2024**

**THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.**

**Balance Sheet**  
**As of 5/31/2024**  
**UNAUDITED**

**RAM JACK DISTRIBUTION, LLC (DIS)**

<b>Assets</b>		
<b>Current Assets</b>		
1010-00	Main - Vision Bank	\$ 2,181,158.54
1020-00	Savings - Vision Bank	\$ 64,846.58
1200-00	Accounts Receivable	\$ 3,658,760.21
1210-00	Allowance for Doubtful Accounts	\$ -107,575.24
1302-00	Notes Receivable - N/R RJ Utility Solutions	\$ 3,000.00
1305-00	Notes Receivable - N/R Rick Bogacki	\$ 13,560.63
1420-00	Inventory, Systems and Parts	\$ 23,938.04
1440-00	Inventory, RichTech Product	\$ 773.77
1500-00	Prepaid Expense - Misc.	\$ 49,759.03
1503-00	Prepaid Expense - DISC Assesm.	\$ 3,611.25
1504-00	Prepaid Expense - Marketing	\$ 116,666.70
1507-00	Prepaid Expense - Sales Tax	\$ 12,836.32
1620-00	Deferred Tax Asset	\$ 13,258.00
1640-00	Uninvoiced Reimbursements	\$ 12,480.61
	<b>Total Current Assets:</b>	\$ 6,047,074.44
<b>Fixed Assets</b>		
1710-00	Fixed Assets:Accmulated Deprec.	\$ -163,427.29
1715-00	Fixed Assets: Accumulated Amortization	\$ -224,357.31
1720-00	Fixed Assets:Equipment	\$ 63,635.92
1730-00	Fixed Assets:Furniture & Fixtures	\$ 43,325.52
1740-00	Fixed Assets:Leasehold Improvements	\$ 161,188.40
1750-00	Capitalized Software	\$ 224,357.31
1760-00	ROU Asset - Operating	\$ 1,588,056.63
1770-00	ROU Asset - Financing	\$ 29,625.00
	<b>Total Fixed Assets:</b>	\$ 1,722,404.18
<b>Other Assets</b>		
1801-00	Long-term Notes Receivable - Allowance for Doubtful	\$ -13,560.63
1809-00	LT N/R - RJMG Operating Services I, LLC	\$ 902,693.25
	<b>Total Other Assets:</b>	\$ 889,132.62
	<b>Total Assets:</b>	\$ 8,658,611.24
<b>Liabilities</b>		
<b>Current Liabilities</b>		
2010-00	Accounts Payable	\$ 1,596,513.55
2210-00	Accrued Expense	\$ 16,799.47
2215-00	Accrued Credit Card Fees	\$ 36,782.83
2240-00	Income Tax Payable	\$ 22,395.90
2244-00	Lease Payable - Operating Current	\$ 375,350.06
2245-00	Lease Payable - Financing Current	\$ 12,869.00
2270-00	Sales Tax Payable	\$ 73,929.77
	<b>Total Current Liabilities:</b>	\$ 2,134,640.58
<b>Long-Term Liabilities</b>		
2402-00	N/P VISION BANK #10006013	\$ 15,869.35
2403-00	Lease Payable - Operating	\$ 1,224,154.68
2404-00	Lease Payable - Financing	\$ -323.60
	<b>Total Long-Term Liabilities:</b>	\$ 1,239,700.43
	<b>Total Liabilities:</b>	\$ 3,374,341.01
<b>Equity</b>		
3010-00	Capital - S Gregory	\$ 37,792.00
3020-00	Capital-D Gregory	\$ 35,680.49

**Balance Sheet**  
**As of 5/31/2024**

**UNAUDITED**

**RAM JACK DISTRIBUTION, LLC (DIS)**

3030-00	Retained Earnings	\$ 5,253,230.71	
3030-00	Retained Earnings-Current Year	\$ 526,953.39	
3040-00	Treasury Member Interest	\$-800,000.00	
3090-00	Net Income	\$ 230,613.64	
	<b>Total Equity:</b>		\$ 5,284,270.23
	<b>Total Liabilities &amp; Equity:</b>		\$ 8,658,611.24

**Income Statement  
For The 5 Periods Ended 5/31/2024**

**UNAUDITED**

**RAM JACK DISTRIBUTION, LLC (DIS)**

		Period to Date	% of Revenue	Year to Date	% of Revenue
<b>Revenue</b>					
4000-01	Sales:Base Ram Jack	\$ 2,619,481.68	92.61%	\$ 13,693,165.87	92.43%
4005-01	Sales - Direct to Consumer:Base Ram Jack	\$ 0.00	0.00%	\$ 136,750.00	0.92%
4010-01	Sales - Systems & HYD Parts:Base Ram Jack	\$ 33,080.71	1.17%	\$ 197,811.06	1.34%
4030-04	Sales - Richtech:Ancillary	\$ 26,029.45	0.92%	\$ 56,900.00	0.38%
4200-01	Freight:Base Ram Jack	\$ 114,605.55	4.05%	\$ 505,474.57	3.41%
4200-04	Freight:Ancillary	\$ 1,274.28	0.05%	\$ 2,342.51	0.02%
4300-15	Marketing & Promotional Items:Print Shop/Mercl	\$ 635.47	0.02%	\$ 7,075.77	0.05%
4400-02	Website:Admin	\$ 19,467.00	0.69%	\$ 88,467.00	0.60%
4500-02	Revenue from Services:Admin	\$ 1,000.00	0.04%	\$ 5,000.00	0.03%
4500-05	Revenue from Services:Call Center	\$ 17,100.00	0.60%	\$ 86,163.00	0.58%
4500-06	Revenue from Services:Commercial	\$ 2,000.00	0.07%	\$ 10,200.00	0.07%
4500-11	Revenue from Services:IT Support	\$ 1,557.00	0.06%	\$ 7,764.00	0.05%
4500-16	Revenue from Services:Production Developmen	\$ 0.00	0.00%	\$ 5,000.00	0.03%
4800-01	Interest Income:Base Ram Jack	\$ 17,584.59	0.62%	\$ 80,688.05	0.54%
4850-02	Sponsorship Revenue:Admin	\$ 0.00	0.00%	\$ 18,100.00	0.12%
4900-01	Discounts:Base Ram Jack	\$ -25,393.18	-0.90%	\$ -86,229.62	-0.58%
<b>Total Revenue:</b>		<b>\$ 2,828,422.55</b>	<b>100.00%</b>	<b>\$ 14,814,672.21</b>	<b>100.00%</b>
<b>Cost Of Sales</b>					
5000-01	COM:Base Ram Jack	\$ 2,139,945.18	75.66%	\$ 11,231,744.71	75.82%
5005-01	COM - Direct to Consumer:Base Ram Jack	\$ 0.00	0.00%	\$ 109,912.50	0.74%
5010-01	COM - Systems & HYD Parts:Base Ram Jack	\$ 33,713.41	1.19%	\$ 200,353.25	1.35%
5030-04	COM - Richtech:Ancillary	\$ 24,067.20	0.85%	\$ 51,666.34	0.35%
5040-04	COM - NCFI:Ancillary	\$ -4,330.40	-0.15%	\$ 52.60	0.00%
5100-04	Change in Inventory:Ancillary	\$ -42.20	0.00%	\$ -42.25	0.00%
5200-01	Freight:Base Ram Jack	\$ 118,294.33	4.18%	\$ 513,246.66	3.46%
5200-04	Freight:Ancillary	\$ 715.85	0.03%	\$ 3,279.72	0.02%
5300-15	Marketing & Promotional Items:Print Shop/Mercl	\$ 155.38	0.01%	\$ 5,357.66	0.04%
5500-01	Shipping Supplies:Base Ram Jack	\$ 0.00	0.00%	\$ 16,182.00	0.11%
<b>Total Cost Of Sales:</b>		<b>\$ 2,312,518.75</b>	<b>81.76%</b>	<b>\$ 12,131,753.19</b>	<b>81.89%</b>
<b>Gross Profit:</b>		<b>\$ 515,903.80</b>	<b>18.24%</b>	<b>\$ 2,682,919.02</b>	<b>18.11%</b>
<b>Expenses</b>					
6000-01	Labor:Base Ram Jack	\$ 14,250.00	0.50%	\$ 71,250.00	0.48%
6600-01	Labor - Payroll Taxes:Base Ram Jack	\$ 1,103.26	0.04%	\$ 5,691.26	0.04%
6700-01	Labor - Employee Medical Insurance:Base Ram	\$ 1,063.63	0.04%	\$ 5,252.69	0.04%
7030-02	Airplane :Admin	\$ 1,985.24	0.07%	\$ 15,088.90	0.10%
7031-02	Airplane - Lease:Admin	\$ 15,735.90	0.56%	\$ 78,213.32	0.53%
7033-02	Airplane - Fuel:Admin	\$ 0.00	0.00%	\$ 6,401.24	0.04%
7034-02	Airplane - Insurance:Admin	\$ 594.05	0.02%	\$ 2,376.20	0.02%
7060-12	Advertising :Lead Generation	\$ 145.14	0.01%	\$ 910.41	0.01%
7062-02	Advertising - PPC/Web:Admin	\$ 3,975.00	0.14%	\$ 23,875.00	0.16%
7063-02	Advertising - Promotional/Branding:Admin	\$ 1,281.99	0.05%	\$ 10,146.84	0.07%
7064-02	Advertising - Sponsorships:Admin	\$ 25,000.00	0.88%	\$ 80,343.04	0.54%
7160-02	Building Lease Expense:Admin	\$ 15,782.61	0.56%	\$ 78,293.22	0.53%
7210-02	Cell Phones:Admin	\$ 2,540.82	0.09%	\$ 13,189.86	0.09%
7240-02	Consulting:Admin	\$ 16,700.00	0.59%	\$ 124,670.75	0.84%
7240-09	Consulting:Engineering Support	\$ 28,470.00	1.01%	\$ 129,410.00	0.87%
7240-19	Consulting:Sign Dart	\$ 10,530.00	0.37%	\$ 47,590.00	0.32%
7244-02	Consulting - Misc:Admin	\$ 114,146.00	4.04%	\$ 500,590.00	3.38%
7244-20	Consulting - Misc:Special Projects	\$ 8,333.33	0.29%	\$ 41,666.65	0.28%
7271-02	Corporate Events - RJU:Admin	\$ 16,484.14	0.58%	\$ 69,978.73	0.47%

**Income Statement  
For The 5 Periods Ended 5/31/2024**

**UNAUDITED**

**RAM JACK DISTRIBUTION, LLC (DIS)**

		Period to Date	% of Revenue	Year to Date	% of Revenue
7300-01	Credit Card Processing Charges:Base Ram Jack	\$ 37,647.34	1.33%	\$ 160,425.64	1.08%
7360-02	Dues & Subscriptions:Admin	\$ 1,601.14	0.06%	\$ 3,913.45	0.03%
7360-09	Dues & Subscriptions:Engineering Support	\$ 4,445.87	0.16%	\$ 17,229.35	0.12%
7390-02	Education & Training:Admin	\$ 0.00	0.00%	\$ 500.00	0.00%
7390-16	Education & Training:Production Development	\$ 13.75	0.00%	\$ 264.53	0.00%
7390-18	Education & Training:Sales Development	\$ 0.00	0.00%	\$ 1,163.91	0.01%
7390-20	Education & Training:Special Projects	\$ 2,666.68	0.09%	\$ 17,333.40	0.12%
7400-02	Equipment Expense:Admin	\$ 105.38	0.00%	\$ 526.90	0.00%
7400-13	Equipment Expense:Operational Development	\$ 0.00	0.00%	\$ 2,150.75	0.01%
7420-02	Fuel:Admin	\$ 684.86	0.02%	\$ 4,290.20	0.03%
7420-16	Fuel:Production Development	\$ 37.79	0.00%	\$ 470.28	0.00%
7450-02	Interest Expense:Admin	\$ 105.80	0.00%	\$ 845.77	0.01%
7452-02	Interest Expense - Leases:Admin	\$ 6,516.04	0.23%	\$ 33,596.74	0.23%
7481-02	Insurance - General Liability:Admin	\$ 27,639.41	0.98%	\$ 128,184.13	0.87%
7513-01	Legal Expense - Consulting:Base Ram Jack	\$ -131.28	0.00%	\$ -131.28	0.00%
7513-02	Legal Expense - Consulting:Admin	\$ 23,167.00	0.82%	\$ 72,149.16	0.49%
7540-02	Meals:Admin	\$ 614.98	0.02%	\$ 9,620.62	0.06%
7540-05	Meals:Call Center	\$ 0.00	0.00%	\$ 326.30	0.00%
7540-16	Meals:Production Development	\$ 281.66	0.01%	\$ 2,098.98	0.01%
7570-01	Misc Expenses:Base Ram Jack	\$ 0.00	0.00%	\$ 35.00	0.00%
7600-02	Office Expense:Admin	\$ 4,801.18	0.17%	\$ 19,629.72	0.13%
7600-05	Office Expense:Call Center	\$ 0.00	0.00%	\$ 312.74	0.00%
7601-02	Office Expense - Supplies:Admin	\$ 3,301.91	0.12%	\$ 16,178.83	0.11%
7601-05	Office Expense - Supplies:Call Center	\$ 244.20	0.01%	\$ 1,070.17	0.01%
7601-11	Office Expense - Supplies:IT Support	\$ 0.00	0.00%	\$ 330.86	0.00%
7602-02	Office Expense - Furniture:Admin	\$ 0.00	0.00%	\$ 833.20	0.01%
7603-02	Office Expense - Hardware:Admin	\$ 727.38	0.03%	\$ 9,958.78	0.07%
7603-05	Office Expense - Hardware:Call Center	\$ 32.88	0.00%	\$ 972.27	0.01%
7603-11	Office Expense - Hardware:IT Support	\$ 0.00	0.00%	\$ 2,471.35	0.02%
7630-02	Postage & Delivery:Admin	\$ 352.58	0.01%	\$ 1,564.03	0.01%
7660-02	Professional Development:Admin	\$ 0.00	0.00%	\$ 4,379.75	0.03%
7660-16	Professional Development:Production Developpr	\$ 0.00	0.00%	\$ 147.99	0.00%
7720-02	Software:Admin	\$ 4,962.15	0.18%	\$ 10,768.37	0.07%
7722-02	Software - CRM Development:Admin	\$ 248.56	0.01%	\$ 1,212.83	0.01%
7725-02	Software - Administrative:Admin	\$ 5,394.20	0.19%	\$ 30,967.97	0.21%
7726-02	Software - Misc:Admin	\$ 0.00	0.00%	\$ 98.99	0.00%
7726-05	Software - Misc:Call Center	\$ 0.00	0.00%	\$ 746.97	0.01%
7726-06	Software - Misc:Commercial	\$ 3,117.67	0.11%	\$ 15,588.35	0.11%
7750-02	Taxes:Admin	\$ 19,475.55	0.69%	\$ 137,387.71	0.93%
7840-02	Travel & Lodging:Admin	\$ 2,171.39	0.08%	\$ 11,239.00	0.08%
7840-16	Travel & Lodging:Production Development	\$ 2,773.88	0.10%	\$ 9,447.33	0.06%
7870-02	Utilities:Admin	\$ 5,699.10	0.20%	\$ 19,826.99	0.13%
7900-02	Uniforms:Admin	\$ 311.59	0.01%	\$ 651.40	0.00%
7900-16	Uniforms:Production Development	\$ 0.00	0.00%	\$ 216.17	0.00%
7930-02	Vehicle Expense:Admin	\$ 31.61	0.00%	\$ 2,744.42	0.02%
7930-16	Vehicle Expense:Production Development	\$ 12.00	0.00%	\$ 60.00	0.00%
7960-02	Vehicle Lease:Admin	\$ 375.00	0.01%	\$ 1,875.00	0.01%
7990-02	Website:Admin	\$ 23,949.00	0.85%	\$ 95,352.50	0.64%
<b>Total Expenses:</b>		<b>\$ 461,499.36</b>	<b>16.32%</b>	<b>\$ 2,155,965.63</b>	<b>14.55%</b>
<b>Net Income From Operations:</b>		<b>\$ 54,404.44</b>	<b>1.92%</b>	<b>\$ 526,953.39</b>	<b>3.56%</b>
<b>Earnings Before Income Tax:</b>		<b>\$ 54,404.44</b>	<b>1.92%</b>	<b>\$ 526,953.39</b>	<b>3.56%</b>

**Income Statement  
For The 5 Periods Ended 5/31/2024**

**UNAUDITED**

**RAM JACK DISTRIBUTION, LLC (DIS)**

	Period to Date	% of Revenue	Year to Date	% of Revenue
Net Income (Loss):	\$ 54,404.44	1.92%	\$ 526,953.39	3.56%

**EXHIBIT C**

**Ram Jack Franchise Dealer Agreement  
(With Protected Territory)**



## Ram Jack

**FRANCHISE AGREEMENT**  
with Protected Territory



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**Summary of Franchise Data**

Franchisee Name: \_\_\_\_\_

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

Controlling Persons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address for Notice: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home Address: \_\_\_\_\_

(if different) \_\_\_\_\_

\_\_\_\_\_

General Description  
of Territory: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initial Training Fee: \$ \_\_\_\_\_

MPR: Year 1 \$ \_\_\_\_\_

Year 2 \$ \_\_\_\_\_

Year 3 \$ \_\_\_\_\_

MAR: Year 1 \$ \_\_\_\_\_

Year 2 \$ \_\_\_\_\_

Year 3 \$ \_\_\_\_\_

Admin Services Fee: \$ \_\_\_\_\_

Effective Date of FA: \_\_\_\_\_

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

FDD Receipt Date: \_\_\_\_\_

Final Agreements

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

State Addendum attached? Yes/No

**Ram Jack Foundation Solutions  
FRANCHISE AGREEMENT**

**RECITALS:**

- A. We, Ram Jack Systems Distribution, LLC, a Texas limited liability company, or Gregory Enterprises, Inc. ("GEI"), an affiliate company which has licensed such to Us:
- (1) have developed systems of operating a foundation repair and support business using patented hydraulically driven steel piercing systems and other proprietary steel fabricated products including equipment/tools/products/apparatus and methods of foundation repair and other services such as waterproofing and related products such as carbon fiber, foam and polyurethane injection provided through an exclusive network of trained dealers (the "Foundation Solutions Business") of which the operations, systems, proprietary know-how and Intellectual Property described in recitals A(2-5) below comprise the System, as defined in Paragraph 2.1;
  - (2) have the exclusive rights to the System and the goodwill associated with the valuable trade names, including without limitation "Ram Jack" and "Ram Jack Foundation Solutions" (the "Trade Name");
  - (3) have obtained registration in the United States Patent and Trademark Office and/or other offices in the United States of various trademarks and service marks, and other designations, including without limitation "Ram Jack", "Ram Jack Foundation Solutions and Design" and "Ram Jack and Design", and those trademarks identified in Paragraph 1.2 in the definition of Patented Products (iii)-(xiii) (the "Proprietary Marks") and may apply for other trademarks We have or will develop;
  - (4) have obtained registration in the United States Patent and Trademark Office and/or other offices in the United States of certain patents and own patented equipment and systems of foundation support and repair, including without limitation to those identified in Paragraph 1.2 in the definition of Patented Products (i)-(ii);
  - (5) have used the Intellectual Property (as defined in Paragraph 6.3.6 below) in connection with the development of the System of the Ram Jack Foundation Solutions Business (the "Business")
- B. We offer You, and You wish to acquire from Us, the benefits of a license to operate a Ram Jack Dealership using the Intellectual Property and the System within the Territory (as defined in Paragraph 3.1).
- C. You acknowledge the value of the System, the Ram Jack Dealership and the Intellectual Property and agree that We have created, directly or by assignment of rights, substantial goodwill and know-how through the operation of the Ram Jack Dealership and that You have no rights to the Intellectual Property except as contemplated and permitted pursuant to this Agreement.
- D. We have both agreed, subject to the terms and conditions of this Agreement, that We shall grant to You a non-exclusive license to operate a Ram Jack Dealership in the Territory in accordance with the System using the Intellectual Property.

## 1. PARTIES AND DEFINITIONS.

**1.1 Parties.** THIS AGREEMENT is entered into between Ram Jack Systems Distribution, LLC, a Texas limited liability company, referred to as “Franchisor”, “We”, “Us”, “Our”, or “Ourselves”, and \_\_\_\_\_, the applicant, referred to as “You”, “Your”, or “Franchisee.” (the “Agreement”).

### 1.2 Definitions.

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

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

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

“**Good Standing**” means not currently subject to an uncured notice of default under this Agreement or any agreement with Our affiliates and not past due on any monies owed to Us or Our affiliates.

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

“**Operations Manual**” or simply “Manual” or “Manuals” means and collectively includes all manuals, policy statements, directives, the Published Standards, bulletins and memoranda however provided to You which contain prescribed or recommended specifications, standards, procedures, policies and advice relating to the operation and management of a Ram Jack Dealership, the establishment of foundation support and repair systems, and marketing Ram Jack Dealership services or that otherwise contains confidential business information.

“**Patented Products**” means all products, methods, processes and systems for which We or GEI have obtained a patent directly or obtained a patent license, or have a patent or patent license pending, and use and as part of the 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 Proprietary Marks including but not limited to (i) the various foundation repair systems related to U. S. Patent Nos. 11,441,279; 11,124,939; 10,995,461; 10,526,758; 8,887,451; 7,607,865; (ii) U.S. Patent Application Serial No. 17/940,778; 17/407,866; and (iii) U.S. Trademark Registration No. 1,539,595; 3,400,064; 3,776,908; 3,776,909; 4,131,949; 4,179,771; 4,228,914; 4,594,763; 4,636,612; 5,669,582; 5,669,589; 5,670,581; 6,135,862; 6,130,303; 6,130,297; 7,022,610.



**“Premises”** means the physical location and business address of the Ram Jack Dealership that You have selected and We have approved pursuant to this Agreement.

**“Proprietary Products”** or **“Products”** includes Our trademarked products, the Patented Products, and all related and manufactured proprietary items including without limitation, tension anchors, manufactured or packaged in accordance with Ram Jack's specifications or that bear or have been labeled with any of the Proprietary 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, knowhow, and other intellectual property owned by GEI and/or Ram Jack, that relates to foundation repair and support, structural repair services, and similar services.

**“Ram Jack Dealership”** refers to the operation of a Ram Jack dealership that uses Our Intellectual Property, Patented Products and Proprietary Products, System, Processes, tools and equipment, and trade secret information and know-how for foundation repair and piercing of new construction of residential and commercial foundations, as well as the offer and sale of all other services and related products now or in the future offered by Ram Jack franchisee dealers using the System as further described in Paragraph 2.1.

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

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

## **2. GRANT OF FRANCHISE.**

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

**2.2 We Grant You A Franchise License.** For paying the Initial Franchise Fee and agreeing to the terms of this Agreement, We grant to You and You accept a non-exclusive license and the obligation to use the Proprietary Marks and the System in the operation of the Ram Jack Dealership. You will operate under the trade name “Ram Jack” using the Proprietary Marks and Proprietary Products, on the terms and conditions set out in this Agreement. You agree to begin operation of Your Ram Jack Dealership within 60 days of signing this Agreement or completing any applicable training whichever first occurs. Under specific limited circumstances, if You do not meet and maintain certain performance requirements, then We may terminate Your franchise license

and this Agreement. The performance requirements are set out in Paragraph 2.5 and its sub-parts below.

You will operate the Ram Jack Dealership as a foundation systems business solely within Your Territory. You also agree that this license relates only to the Territory and the Ram Jack Dealership located on the Premises, and gives You no rights to operate a Ram Jack Dealership except within the Territory as specifically granted in Paragraph 3.1.

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

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

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

c) operate or grant others the right to operate a Ram Jack Dealership anywhere in proximity to Your Ram Jack Dealership, so long as it is outside Your Territory; and

d) service or assign another franchisee to service any large commercial or multiunit residential account that We determine You are unable to adequately service in Our reasonable business judgement.

**2.4 National Accounts.** We may obtain "National Accounts (as defined below) that agree to use Ram Jack's System or Products as needed on terms negotiated through Us ("National Account Terms"). If We do so and the National Account requests Ram Jack Products or services for installation/use within Your Territory, You agree that We may perform the project on the National Account Terms directly or through one of Our affiliates, or We may offer the project to you or another dealer in Our sole discretion.

A "National Account" means a special customer (which may be, but is not limited, to a national or regional customer, other large business, or government agency) that We designate as such from time to time in Our business judgment. A National Account will typically (though not necessarily) be a customer whose offices, stores, plants, buildings or other facilities are not confined to the territory of a single Ram Jack dealer. All disputes among Ram Jack dealers or between Us and You relating to National Accounts will be resolved by Us, and Our decision will be final and binding on all parties.

**2.5 Minimum Purchase Requirement (MPR) and Minimum Advertising Requirement (MAR).** We grant You a Ram Jack franchise on the condition that You work diligently and continuously to develop the market within Your Territory. Our desire is to ensure that You take full advantage of the opportunities offered within Your Territory and We require that You comply with the minimum purchase requirements and minimum advertising requirements as a condition of granting this franchise.

**2.5.1 Annual Adjustments to Your MPR and MAR.** To retain Your franchise rights, You must meet the annual Minimum Purchase Requirements and the Minimum Advertising Requirements We have designated. Your MPR and MAR are set out in Exhibit D to this Agreement, specifying the annual level of minimum purchases of Proprietary Products and the minimum amount of advertising and marketing expenditures You must make.

**2.5.2 Right to Terminate If MPR or MAR Not Met; Our Right to Adjust Territory.** If You do not meet the Minimum Purchase Requirements or the Minimum Advertising Requirements as set out in Exhibit D, then We may terminate this Agreement, but will first give You written notice and an opportunity to cure as described Paragraph 10.1.4. Alternatively, if You fail to cure We may choose to reduce or reconfigure the boundaries of Your Territory, instead of exercising Our right terminate. If this Agreement terminates, regardless of the reason, the post-termination obligations of this Agreement including but not limited to Paragraph 11 will apply.

### **3. LOCATION AND TERRITORIAL RIGHTS.**

**3.1 Territory.** You may operate and market Your Ram Jack Dealership solely within the Territory identified in Exhibit C to this Agreement, as those boundaries exist and are defined as of the effective date of this Agreement (the "Territory"). You may not service or market to customers outside of the Territory, unless We give Our written consent which We may deny in Our sole discretion. If You do not first obtain Our written consent, then We may assess a fee for your breach of territory restrictions as described in Paragraph 4.7 below. During the term of this Agreement and subject to any National Accounts and compliance with Paragraph 7.5, so long as You are in strict compliance with this Agreement We promise not to:

- a) Operate Ourselves nor award to any other party a franchise to operate a Ram Jack Dealership within Your Territory, if any;
- b) Modify the Territory, if any, without Your prior written permission; or
- c) Provide nor allow another dealer to provide Ram Jack services to single-family residential accounts.

Except as specifically granted to You, We reserve all rights as further described in Paragraph 2.3 above.

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

### **4. FEES, PAYMENTS and OPTIONAL PURCHASES.**

#### **4.1 Fees and Payments.**

**4.1.1 Initial Franchise Fee.** When You sign this Agreement, You will pay Us an "Initial Franchise Fee" of \$30,000.00 for Our new dealer franchise package which includes starter business and marketing kits, and Your Territory. The Initial Franchise Fee is non-refundable.

**4.1.2 Initial Training Fee.** You will pay Us the current Initial Training fee which varies according to all the circumstances of each franchisee. We will determine the amount to be charged for the Initial Training fee based on Our evaluation of Your training needs. The factors We

consider will include Your prior business, employment and management experience as well as any experience relevant to the Ram Jack Dealership and the foundation and construction industries. The exact amount We have determined for Your Initial Training fee is set out in the Summary of Franchise Data page which precedes the recitals to this Agreement.

**4.1.3 Administrative and Call Center Services Fees.** If You elect to use Our administrative and call center services, You will pay Us the current administrative and call center services fee (“Services Fee”) by credit card or EFT on the Payment Day as described in Paragraph 4.2.1 below. We may increase the Services Fee for all or part of the services described in Paragraph 5.3.4 periodically on 30 days prior written notice, but no more often than once every 12 months.

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

**4.2.1 Method of Payment; EFT or Credit Card.** We provide Our franchisees in Good Standing with open, revolving account terms for Product purchases as detailed in the Manual. Our current policy may be changed from time to time on reasonable written notice. If You fail to pay for purchases, fees or other amounts due according to Our current credit terms, then on 15 days written notice We may require that all payments, fees and other amounts due to Us under this Agreement or any other agreement with Us or any affiliate will be paid by credit card or electronic funds transfer (“EFT”) as required by Paragraph 4.2.3 below, no later than the 3rd day of the month following the month based on which they are calculated (“Payment Day”). We may, at Our option on written notice require that You pay all fees and purchases owed to Us by an approved credit card which You must keep active, in good standing and on file with Us or by means of an irrevocable line of credit and/or by means of Our online payment portal available at myramjack.com.

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

**4.2.3 Application of Payments.** All payments You make pursuant to this Agreement will be applied in the order of the date the obligation was incurred unless We mutually agree otherwise. You agree that You may not designate an order for application of any payments contrary to this paragraph 4.2.4. This provision may be waived only by written agreement signed by Us, and that written agreement must be separate from the check or other document constituting payment.

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

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

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

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

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

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

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

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

**4.5.3 Audits.** We may examine, copy and audit all records pertaining to the operation of the Ram Jack Dealership at any time, including information stored physically, on a computer, electronically, or in any other medium. For this purpose, upon request, You will make available to Us all Your records and tax returns (including any state and local income tax returns) relating to the Ram Jack Dealership.

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

## **4.6 Late Payments.**

**4.6.1 Interest.** If You do not pay Us when due any amount that You owe Us, You will pay Us interest on the unpaid balance at the lower of One and One-half Percent ( 1 ½ % ) per month or the highest rate allowed by law from the date such sums became due. We have the right

to apply all Your payments to Us in the manner and to the obligations that We choose. We may also withdraw other beneficial terms of purchase in accordance with current policy as stated in the Manual.

**4.6.2 Late Payments.** If any monies due from You to Us are not received on or before the specified due date, or Your EFT debit is declined for any reason, We may send You a "Late Notice". Whether or not You receive a Late Notice is not a condition of Your obligation to pay any interest assessed on late payments. The interest assessment as set out in Paragraph 4.6.1 above is required to defray the administrative costs of accounting and correspondence relating to late payments.

The late payment will be due and payable to Us or Our agents, as We may designate. This Paragraph does not mean We agree to accept any payments after they are due or to extend credit or otherwise provide financing.

**4.7 Breach of Territory Restrictions Fee.** If You breach any Territory restrictions in this Agreement, the Manual or any applicable addendum, We may assess against You a fee of up to 50% of Gross Revenue You derive from a violation of Paragraph 3.1 or any current standards or policies regarding marketing or servicing customers outside of Your Territory which will be payable on demand ("Territory Damages"). You and We acknowledge that Territory Damages are very difficult to estimate accurately and proving Territory Damages would be burdensome and costly, although such damages are real and meaningful to Us. You Agree that the liquidated damages calculated under this Section 4.7 represent the best estimate of the Territory Damages arising from Your breach of Paragraph 3.1 or any current standards or policies regarding marketing or servicing customers outside of Your Territory. Your payment of the liquidated damages to Us will not be considered a penalty, but rather, a reasonable estimate of fair compensation to Us for the Territory Damages and any additional expenses that We may incur because of Your breach(es), including without limitation, any obligations, monetary or otherwise, that We may have to any other franchisees that may have been affected as a result of Your breach(es) and Your violation of such franchisees' exclusive territory rights. You acknowledge that Your payment of liquidated damages is full compensation to Us only for the Territory Damages resulting from Your breaches described hereunder, and is in addition to, and not in lieu of, Your obligations to pay any other amounts due to Us under this Agreement, and shall not affect such other rights and remedies that We may have under this Agreement and under applicable law. If any applicable law or regulation governing this Agreement limits Your obligation to pay, or Our right to receive, the liquidated damages for which You are obligated under this Section 4.7, then You will be liable to Us for any and all Territory Damages that We incur, now or in the future, as a result of Your breach of this Agreement.

## **5. OUR OBLIGATIONS.**

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

**5.1.1 Computer and Software.** We will assist and train You in the basic use of the technologies We require you adopt in order to comply with Our standards and to comply with Paragraph 6.4 and its sub-parts. We will train and provide You with access to Our proprietary and/or third-party supported internet cloud applications which currently are the myRamJack.com community portal, engineering design aid software, wall load estimator, Ram Jack calculator app, Microsoft Exchange email system, and other supporting programs. The software and cloud

applications We require and may provide as applicable and the data entered into the required software and applications are specifically subject but not limited to the terms of Paragraph 6.4 and sub-parts of this Agreement. We intend to work with You and Your employees to maximize the benefits Your Ram Jack Dealership can derive from Our proprietary and any other required applications as You begin operations. We reserve the right to charge a fee for use of technologies that We provide to You.

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

**5.1.3 Business Plan and Budgeting Assistance.** We will work with You to develop a three year business plan, including operating budget for Your first year of operation (“Business Plan”). We believe the development of and adherence to a Business Plan is an important component of a Ram Jack Dealership and can give You the best opportunity to establish and operate a profitable Ram Jack Dealership. Periodically as mutually agreed, We will jointly review and modify the Business Plan as is appropriate based on experience.

## **5.2 Initial and Continuing Dealer Training.**

Before You may begin operation of Your Ram Jack Dealership, We will conduct initial training programs (“Initial Training”) online, at Our location, at a designated mentoring facility (a franchised dealership) or in the field. You, Your Controlling Person, or Your “Designated Manager” and at least one (1) crew supervisor must attend the Initial Training, pursuant to paragraph 5.2.1 below.

We will train you in business, sales, operations, basic technical training, and basic installation. You, Your Controlling Person, or Your Designated Manager, plus one (1) other employee, must satisfactorily complete the Initial Training program within 60 days of signing this Agreement. If We determine, in Our sole discretion, that You, Your Controlling Person, or Your Designated Manager and at least one (1) employee have not satisfactorily completed the Initial Training program, then We may require You, Your Controlling Person, or Your Designated Manager and one (1) employee attend the next available Initial Training program. Unless both successfully complete the repeated training to Our satisfaction as determined in Our sole discretion, We may terminate the Franchise Agreement. We may occasionally change the elements and duration of Our training programs. You acknowledge that each trainee has a different level of experience, skill and aptitude for the various aspects of operating the Ram Jack Dealership, and that We may vary Our requirements for each trainee accordingly.

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

**5.2.2 Location.** You must complete required online training and attend Your Initial Training at Our corporate offices in Ada, Oklahoma or another city We may designate and at a mentoring facility location We determine is appropriate. Within a reasonable time after the opening of Your Ram Jack® Dealership, We will conduct an on-site visit to assist with the first foundation repair job. You acknowledge that upon completion of training, You must promptly take all necessary steps to obtain Your first job so that We can schedule the on-site visit. If Our representative deems

necessary after that first installation or repair job, We may require that You attend additional training.

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

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

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

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

### **5.3 Operational Assistance.**

**5.3.1 Operations Manual.** After We and You have signed this Agreement and You have paid the Initial Franchise Fee, We will provide You access through Our website "MyRamJack.com" to Our Operations Manual, which will include but is not limited to the following subject matter: Proprietary Information, Developing a Marketing and Advertising Plan, Bidding and Producing Work, Case Studies and Forms and other subject matter and standards manuals We may develop; the aforementioned constitute a part of the Manuals. The Manuals may include operating procedures and standards, rules for the Franchise System, and other sensitive and confidential information. We may in our sole discretion, from time to time, add to, delete or amend the Manuals and by changing one or more subject matter Manuals which will then be deemed fully binding as a part of the Manual (the "Revisions"). We may also change the means by which We provide You access to the Manuals upon notice. All the Revisions are effective when made accessible to You, unless We notify otherwise.

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



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

**5.3.4 Administrative and Call Center Services.** At Your request and for Our current fee, We will provide You with a dedicated telephone number for Your Ram Jack Dealership which is the only telephone number You may use for Your Ram Jack Dealership. Our call center will answer all inbound calls either through the local number or an 800-number. We may also perform outbound calling when there is a lead submitted through the website. Additional services for outbound calls and customer support and lead generation follow-up may be made available to You for additional fees.

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

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

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

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

**5.5 Website and Internet Presence Management.** We have established and will maintain a website that provides information about the System, Our services, Products, locations, and contact information for Ram Jack Dealerships. We own and will be responsible for, either directly or through a third party, and have sole discretion and control over such website. We will also maintain listings on referral websites as We deem appropriate. You may not maintain an individual website related to Your Ram Jack Dealership, or to establish a URL incorporating any variation of the "Ram Jack" name, logos or Proprietary Marks generally, without Our prior written approval. You will not violate Our privacy policies as posted on the website. You must also participate in any system-wide computer network, intranet system, or extranet We may implement as described in Paragraph 6 of this Agreement. In Our discretion, We will permit You to add local pages to a website We maintain. We have the right, but not the obligation, to review and approve or disapprove the content You add. You shall indemnify, defend and hold harmless Us, Our

affiliates, Our and their officers, managers, members, employees and agents from any and all claims or causes of action that may be asserted by any unrelated third parties.

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

**5.7 Right to Suspend Services and Support for Failure to Pay.** We reserve the right to withhold any and all services and assistance whether obligatory or optional, including suspension of any dedicated telephone number We may provide to You, if You fail to make timely payment of the fees currently being charged for these services or any other amount owed to Us or Our affiliates.

## **6. FRANCHISE SYSTEM STANDARDS.**

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

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

**6.1.2 Internet and Developing Technology.** In light of the increasing use of the Internet for a variety of functions and the rapidly changing and somewhat unforeseeable nature of technology and social media platforms, We reserve the right to limit or restrict any or all use of the Internet including but not limited to social media or other Internet-based communications, marketing or social networking or other technology with respect to Your Ram Jack Dealership that We may decide is desirable in Our reasonable business judgment. Additionally, except with Our prior written consent, You shall not establish, maintain, operate or participate in any other website or otherwise develop, own or use any computer and/or electronic media (including but not limited to the Internet bulletin boards, news groups, or social media) in connection with your Ram Jack Dealership. You also agree to refrain from registering, using or owning any Internet domain name, website address or URL (Uniform Resource Locator) that is, or could be, identified with the Ram Jack Dealership or any other business that performs the same or similar services, and if You own any such rights then You shall assign all of Your rights in them to Us as We may designate.

**6.1.3 Manual.** You agree to operate the Ram Jack Dealership in strict compliance with the Manuals, as they may be changed from time to time. At Our option, We may make some or all of the Manuals available through an online or cloud platform. Currently, the Manuals and other proprietary information are available through our web portal: MyRamJack.com. You agree to monitor and access that Online Presence for any updates to the Manuals or System. Any

passwords or other digital identifications necessary to access the Manuals by any designated means will be deemed to be part of our Confidential Information (as defined in Paragraph 6.3.7).

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

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

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

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

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

**6.1.8 Designated Brand-name Products.** We may designate by brand name and source some or all of the Products that You are required to use in the installation of such Products as part of the System, which will include Us and/or Our affiliate.

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

**6.1.10 Performance of Authorized Services.** All Ram Jack Foundation Solutions services and products offered by the Ram Jack Dealership must be performed by Your Controlling Principals, Designated Manager or Your employees performing under Your supervision and trained

by Us as then currently required. If You believe circumstances justify hiring an independent contractor, You must first obtain Our written consent which We may grant in Our sole discretion.

**6.1.11 Standardized Customer Forms and Contracts.** We have developed and standardized forms and contract templates for use in customer negotiations, quotes, contracts, and policies. We will provide them and You will review and adapt these standard documents exclusively in all customer transactions. However, before using them, You must have them reviewed and approved by Your own attorney to ensure compliance with local laws and regulations. We must first approve in writing all changes and additional documents that You propose for use in customer transactions.

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

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

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

**6.2 Insurance.** While this Agreement is in effect, at a minimum You will obtain, pay for, and keep in force all insurance required by law, as well as a General Liability policy (including without limitation Premises Operations; Independent Contractors (let or sublet work); Contractual Liability; Products and Completed Operations, Personal Injury and Advertising Liability with \$2,000,000 per occurrence and a \$4,000,000 general and products/completed operations aggregate limits. Commercial Auto Coverage at \$2,000,000 Combined Single Limit per occurrence (This policy shall cover all contractor furnished, owned, hired, and non-owned vehicles, including the loading and unloading thereof.) Workers Compensation that complies with Your state statutes and having Employers Liability limits of at least \$1,000,000/\$1,000,000/\$1,000,000. Umbrella/Excess (following form on Employer's Liability, comprehensive General Liability and Commercial Automobile coverages with a Minimum coverage - \$2,000,000 Limit of Liability coverage. Notwithstanding the foregoing, We may accept from you lower limits of insurance at our sole discretion, to be evidenced by our prior written consent. The limits of liability may not be reduced by the costs of defense. The Franchisee shall maintain the required insurance in force continuously as long as the franchise agreement is in force. All insurance policies will be issued by companies having not less than Best's A- IX and will name Us and any affiliate as an additional insured on the General Liability and Umbrella/Excess policies and will include a waiver of subrogation rights in a form acceptable to Us.

All policies will contain a provision that We and any affiliate, although named as an insured, will nevertheless be entitled to recovery under the policies for any loss, injury, or damage to Us, Our servants, agents, and employees by reason of Your negligence, acts or omissions. You will promptly deliver to Us policies evidencing the insurance or certificates of coverage which will designate the name and address of the issuer, the policy number, amount, and provisions thereof, copies of annual renewal certificates of continued insurance. All such policy(ies) shall cover all of Your activities under this Agreement and shall state that it is primary insurance in regard to Us, Our

officers and employees and shall carry endorsements for grantor of franchise, ongoing operations and completed operations. If available within Your state, all policies must provide that the policy will not be canceled, terminated, or materially and adversely modified without thirty (30) days prior notice from the insurance company to Us. We reserve the right to require complete copies of insurance policies at all times. You acknowledge that any claim, liability, or cost arising out of any claim, in connection with any injury, including death, or any property damage, whether to a customer or to an employee, is Your sole responsibility.

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

**6.3.1 Service Mark and Trade Name License.** We grant You a nonexclusive license to use Our Proprietary Marks, including Our service marks, Trade Names and other designations “in operating a Ram Jack Dealership solely in the manner that We specify. You will not use or attempt to use Our Proprietary Marks on services and products from anyone other than Us in the exact manner We specify. You have no right to license or sub-license any of Our Proprietary Marks and may use Our Proprietary Marks only in accordance with Our policies and standards. Any breach of Paragraph 6.3 of this Agreement or any of its sub-parts is subject to the termination provisions of Paragraph 10. You are specifically prohibited from using “Ram Jack” or any of Our Proprietary Marks, including any variation or confusingly similar name or design in Your Business Entity name. If the name has already been included in Your Business Entity prior to execution of this Agreement, then You must immediately amend to change the name to eliminate reference to “Ram Jack” or dissolve the entity.

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

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

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

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

We alone will control any legal or informal action to stop acts of unfair competition or infringement of any Proprietary Marks or Trade Names. We will decide in Our sole discretion, whether any legal action will be taken. You will not participate in such action or decision, unless We give written consent.

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

**6.3.6 Sole Owner of Intellectual Property.** You acknowledge that We, and our affiliate, Gregory Enterprises, Inc. are the sole and exclusive licensee and owner respectively of Our Intellectual Property which is comprised of the Proprietary Marks, all material elements of the System, the Processes, the Manuals, the Published Standards, all training programs, including all information provided through RJU, all present or future letters patent, specifically including but not limited to the U.S. Patents identified in Recital A(4) of this Agreement, copyrighted materials, trade dress, Trade Secrets and Confidential Information and any information related thereto, government approvals, intellectual property licenses and designs and patents of the System (collectively, the "Intellectual Property"). You agree that all use of Intellectual Property, including without limitation, Proprietary Marks and Trade Names, will inure to Our sole benefit. Neither during nor after the term of this Agreement will You contest in any manner the validity of Our exclusive ownership and rights to all or part of the Intellectual Property and will not attempt to register or reserve rights in the same.

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

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

\_\_\_\_\_ Initial Here

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

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

- a) Information provided to You or developed while operating Your Ram Jack Dealership;
- b) Marketing and promotional programs;
- c) All databases compiled for use in or derived from the operation of the Ram Jack Dealership;
- d) All data generated from the operation of the Ram Jack Dealership;
- e) All processes and techniques We show You;
- f) All approved vendors, substitute vendors, and supplier information;
- g) Manuals, and any other manuals we may develop from time to time;
- h) Our software and that of any affiliates, including its functionality and look; and
- i) Customer lists and related information.

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

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

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

You acknowledge that We own an exclusive proprietary interest in the Trade Secrets included in the Manual, the System, the Intellectual Property, in Our Ram Jack Foundation Solutions know how, methods and technology, and in Our training programs and that the unauthorized disclosure or use of any Trade Secrets or other information contained in the Manuals, the System, or Intellectual Property adversely affects Our business and goodwill as well as that of Our franchisees. In addition, We may make available to You information regarding sales, cost of sales, product mix, and marketing research prepared for Us, and other data which, if so identified by Us, shall be deemed a part of the Confidential Information even though it may not be proprietary

to Us. Accordingly, You agree to perform and abide by the following provisions each of which will survive termination or expiration of this Agreement and will be perpetually binding upon You:

- a) You will hold the Intellectual Property, the System, the Trade Secrets, the Confidential Information, and contents of the Manuals in strict confidence and will not disclose any of the aforementioned to any person or business entity other than Your bona fide employees, and then only for the purpose of advancing the business of Your Ram Jack Dealership.
- b) You will not use, disclose or permit the dissemination of any of the Intellectual Property, the System, the Trade Secrets, know how or other information contained in the Manuals, or the Confidential Information provided to You in connection with the operation of any establishment or enterprise other than Your Ram Jack Dealership and will promptly discontinue use of the same upon the expiration or termination of this Agreement;
- c) You will not, without Our prior written consent, permit any person including Your Controlling Principals, to copy reproduce or disseminate by any means any part of the Manuals, the Trade Secrets, the System, the Intellectual Property, or Confidential Information or otherwise permit its use or inspection or access to any person other than You, Your controlling principals, bona fide employees of the Ram Jack Dealership and Our authorized representatives.
- d) You will keep the Manuals, the Trade Secrets, the Intellectual Property, and any other material or other media constituting trade secrets or Confidential Information in Your Ram Jack Dealership and will promptly return it, all copies of any portions of it and any other written or printed material or other media constituting Trade Secrets or Confidential Information or copies thereof to Us upon the expiration or termination of this Agreement.

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

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

## **6.4 Hardware and Software.**

**6.4.1 Computer and Other Electronic Systems.** You must acquire and use the electronic system hardware, electronic devices and software for Your Ram Jack Dealership that We specify from time to time. You understand that the computer system and any other electronic



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

**6.4.2 Software; CRM.** We require that You use a combination of cloud-based and computer-based proprietary applications and generally available commercial business software and applications ("Software"). You must:

- a) use any appropriate third-party CRM software in connection with the operation of the Ram Jack Dealership so long as You first obtain Our written approval;
- b) add, remove or update Software as We may direct, which currently include Microsoft Hosted Exchange, Microsoft 365 or Microsoft Office Suite business software;
- c) input and maintain in Your computer such data and information as We prescribe in the Manuals, software programs (whether cloud or CPU based), documentation or otherwise; and
- d) purchase new, different or upgraded software programs, system documentation manuals and other proprietary materials and services at then-current prices (except as provided in this Paragraph), whenever We adopt new, different or upgraded programs, manuals and materials system-wide, and We will give You no less than 30 days written notice when We require You to purchase and implement new software or cloud applications and services.

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

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

**6.4.5 Technologies, Subscriptions and Fees.** We may adopt Software, cloud applications and other internet based technology that require fees and periodic subscriptions. You

agree that You will promptly adopt, maintain in good standing and pay for the same to Us or our designated supplier upon reasonable notice to You.

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

**6.6 Advertising and Digital Marketing Approval.** You will submit to Us for review all marketing, advertising and promotional concepts, together with promotional or advertising materials, for Our approval. You may not disseminate or implement advertising, promotional or marketing schemes or materials by any means, format or form of media, including by way of example electronic or Internet except with Our approval as set out in Paragraphs 6.5 and 6.6. If You use advertising materials that We provide You, and You comply with Our directions and standards, then You will not need Our approval before implementation.

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

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

## **7. YOUR OBLIGATIONS.**

In addition to the other obligations in this Agreement:

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

**7.2 Continuing Operation.** Your Controlling Person (or Persons) is essential to the continuing operation of the Ram Jack Dealership as the only individual(s) authorized and trained to manage Your Ram Jack Dealership. Your franchise license has been granted on the condition that the Controlling Person and Designated Manager will spend their full time personally involved in supervising operation of the Ram Jack Dealership according to Our current operating standards and the Manuals. You acknowledge the crucial importance of the Controlling Person's role and that

Our reputation and goodwill and the potential success of Your Ram Jack Dealership will be damaged, if this role is not fulfilled.

**7.3 Marketing; Minimum Advertising Expenditure and Other Continuing Advertising Requirements.** You must actively, continuously, and with Your best efforts promote and market Your Ram Jack Dealership and the Ram Jack trademarks and brand by means of local magazines, newspapers and other print media. All marketing efforts must be targeted at the Territory, and marketing by means of the Internet, electronic media, fax, direct mail or otherwise or in any way directed outside the Territory is not licensed or authorized under this Agreement except as We may approve in writing at Our sole discretion. Additionally, You must strictly comply with the requirements described in Paragraph 7.3.1 below.

**7.3.1 Advertising, Marketing and Sales Requirements.** At Your expense, You will:

- a) Obtain and maintain listings of the Ram Jack Dealership in the local directories, as well as certain internet directories that We will specify from time to time in the Manuals or by other written directive;
- b) Obtain and maintain any special promotional materials of the kind and size as We may now and in the future require;
- c) Spend no less than the annually adjusted Minimum Advertising Requirement as set out in Exhibit D to this Agreement;
- d) Provide Us periodically with invoices, receipts and such other substantiation and reports We may reasonably require to evidence You have met the minimum applicable marketing expenditure required by Paragraph 7.3.1 (c); and
- e) Hire and maintain in Your employ at least one full-time salesperson dedicated to marketing your Ram Jack Dealership in strict compliance with the current minimum marketing standards and activities and in the Manual, which We may change from time to time in Our reasonable judgment;
- f) Designate a single employee or Controlling Person who is dedicated to servicing Ram Jack leads and managing and implementing other sales responsibilities in strict compliance with the current sales standards and processes set in the Manuals which We may change from time to time in Our reasonable judgment; and
- g) Submit to Us for Our prior approval (except as to prices to be charged) samples of all promotional materials and advertising to be used by You in all forms of media that We have not been prepared or previously approved by, including but not limited to newspapers, radio, televisions, novelty items, signs, and containers.

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

in writing. The purpose of a co-op is to pool resources to advertise and promote the Dealers and the System regionally and nationally.

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

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

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

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

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

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

**7.5.5** Advise Us of the names and contact information for all individuals, whether You, Controlling Persons, managers, supervisors or other crew and employees who will communicate on behalf of the Ram Jack Dealership by email ("Dealership staff") and will require all Dealership staff exclusively use the email addresses that that You designate to Us for all Ram Jack Dealership related communications.

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

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

**7.7 INDEMNIFICATION.** YOU AGREE THAT YOU WILL DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES, ADVISORS AND OTHER FRANCHISEES AND DEALERS (“INDEMNITEES”) HARMLESS FROM ALL TAXES OF ANY KIND, FINES, SUITS, PROCEEDINGS, CLAIMS (INCLUDING THOSE FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE OR LOSS OF USE OF ASSETS SUFFERED BY INDEMNITEES OR ANY PERSON), DEMANDS, OBLIGATIONS OR ACTIONS OF ANY KIND, INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES, BY ANY PERSON, ENTITY, INDEMNITEE, OR GOVERNMENTAL BODY (EACH A “PERSON”), ALLEGEDLY ARISING FROM OR CONNECTED WITH YOUR OPERATION OF THE RAM JACK DEALERSHIP EXCEPT FOR CLAIMS OF INFRINGEMENT ARISING SOLELY FROM YOUR USE OF THE RAM JACK SYSTEM IN ACCORDANCE WITH THIS AGREEMENT AS PROVIDED IN PARAGRAPH 6.3.

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

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

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

You specifically recognize and agree that We intend to market and offer franchises using Our System both within the U.S.A. and internationally and that Your breach of Paragraphs 6.3 (and sub-parts), 7.8, and 7.9 would damage Us and Our franchisees in numerous ways that are difficult to quantify. \_\_\_\_\_ **Your Initials**

Only Because We Rely On Your Agreement to the Terms of These Paragraphs 6.3 (and sub-parts), 7.8, and 7.9, do We agree to train You in the use of the trade secret methods that We have developed at much expense for operating a Ram Jack Dealership and to entrust to You Our Proprietary Marks, Trade Secrets and the Confidential Information pertaining to Our business. \_\_\_\_\_ **Your Initials**

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

**7.10 Acknowledgments; Goodwill.** YOU ACKNOWLEDGE THAT:

WE HAVE DEVELOPED A UNIQUE LEVEL OF GOODWILL USING THE SYSTEM AND OUR PROPRIETARY MARKS AND INTELLECTUAL PROPERTY, AND THAT WE WOULD NOT

ENTRUST OUR GOODWILL AND PROPRIETARY INFORMATION TO YOU WITHOUT YOUR AGREEMENT TO THE TERMS OF THIS PARAGRAPH 7. \_\_\_\_\_ **Your Initials**

COMPETITION BY A FRANCHISEE AS DESCRIBED IN PARAGRAPH 7.8 IS EXTREMELY DETRIMENTAL TO ANY RAM JACK DEALERSHIP AND TO OUR INTEREST IN PRESERVING THE SYSTEM. \_\_\_\_\_ **Your Initials**

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

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

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

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

## **8. TERM AND RENEWAL.**

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

**8.2 Renewal.** We will renew Your franchise, if You: (a) are not in default at the time of the expiration of this Agreement or a subsequent renewal Franchise Agreement, (b) have not been

repeatedly in default under this Agreement, and (c) have demonstrated consistent and adequate adherence to the requirements of this Agreement and the Manuals, as We determine at Our reasonable discretion, then You will have the option to continue the franchise relationship with Us for consecutive additional terms of five (5) years subject to the provisions of this Paragraph 8.2 and sub-parts and applicable successor renewal franchise agreements.

**8.2.1 To Exercise Renewal.** Prior to expiration of the existing Franchise Agreement, You must: give Us notice of Your intent to renew as required in Paragraph 8.2.2, sign Our then current franchise agreement (which may contain material changes, including increases and additions to various fees), and sign a general release discharging Us of any and all claims You, your Controlling Persons, and all other persons bound by this Agreement may have against Us, Our officers, directors, employees, agents, and affiliates. The release must be in a form satisfactory to Us. Once Your franchise rights have been renewed and You have signed the current form of franchise agreement, the relationship between Us and You will then be governed solely by the provisions of the renewal franchise agreement.

**8.2.2 Mandatory Notice to Renew.** You must give Us written notice by certified mail, return receipt, or by a commercial courier or delivery service with proof of receipt, no later than six ( 6 ) months before the then-effective franchise term expires. We must receive the properly executed renewal franchise agreement including applicable exhibits and ancillary documents no later than four (4) weeks prior to the expiration of this Agreement, or We may reject Your renewal and the post-termination obligations in Paragraph 11 of this Agreement will apply.

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

**8.3 Non-Renewal or Termination and Holdover Operation.** If this Agreement expires or is terminated regardless of reason, but You continue to operate Your Ram Jack Dealership without the right to do so, then You will be deemed to be operating under the terms of this Agreement, albeit without the right to do so and We will have all the rights and remedies available to Us under this Agreement as well as by statute and common law.

## **9. SALE OR TRANSFER.**

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

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

**9.1.2 First Right of Refusal.** We have the first right to purchase, if You are offering to sell or are considering an offer to purchase this Ram Jack Dealership. Before selling this Ram Jack Dealership, in whole or in part, You agree to give Us 30 days prior written notice of Your

intention to sell. The notice must contain an offer stating the terms of the proposed sale which are identical in terms, price and manner of payment to the bona fide written offer You received from a genuine offeror. We will have forty-five (45) days from receiving Your notice to accept or reject the offer.

- a) If We accept the offer, We may operate, sell, or terminate the Ram Jack Dealership. Our failure to accept within the required time will constitute rejection. If We accept, We will have 90 days from acceptance within which to fund the purchase.
- b) If We reject the offer, You will have 120 days to sell the Ram Jack Dealership upon terms no more favorable than those offered to Us (subject to Our approval of the proposed Transferee/Franchisee pursuant to Paragraph 9.1 and sub-parts); if Your Ram Jack Dealership is not sold on those terms within that time period, then Our first right to purchase the Ram Jack Dealership is reinstated.

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

- a) **Prior Compliance.** If You have substantially performed Your obligations and duties under this Agreement and are not under notice of default;
- b) **Payments.** If We are paid all sums owed by You, under this and all other agreements, including obligations incurred but otherwise payable in the future;
- c) **Release.** If You agree to remain liable to Us for all obligations and events which occurred prior to the transfer and to continue to be bound by all the provisions of this Agreement which apply after the termination or transfer, and if You sign a general release of any and all claims against Us, Our officers, directors, employees, agents and affiliates;
- d) **New Agreement.** If the transferee meets the established standards for new Franchisees and signs a new franchise agreement with the then current standard terms and conditions then being offered in Your state by Us, except that the transferee will pay Us a transfer fee of Ten Thousand Dollars (\$10,000.00) or our actual costs incurred, whichever is greater;
- e) **Assumption of Liabilities and Warranties.** If the transferee agrees to assume all liabilities and obligations, specifically including all Warranties You have issued or owe to Your customers from the prior operation of the Ram Jack Dealership, and also complies with such other reasonable requirements as We may impose;
- f) **Training.** Before the sale of Your Ram Jack Dealership can be final, the transferee must satisfactorily complete Initial Training as We deem necessary and pay our then-current training fee;



- g) Governmental Compliance. If the transfer is conducted in compliance with all applicable laws; and
- h) Discretion of Franchisor. Notwithstanding the above standards and requirements, the provisions will be deemed minimum standards and will not, once met, be deemed to require Us to approve any such Sale or Transfer as prima facie reasonable. We retain discretion to approve or disapprove such sale or transfer, and We may consider factors not referenced herein in making Our determination. We will exercise such power of approval reasonably.

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

**9.3 Death or Disability.** If Your Controlling Person or Controlling Persons dies or becomes permanently disabled, You must transfer this Ram Jack Dealership to a new Franchisee within six months of the death or disabling event. We will consent to the transfer of the Ram Jack Dealership and this Agreement, or the interest therein, to anyone meeting Our current standards for new Franchisees, including if We deem necessary a new Controlling Person who satisfactorily completes Our training program and pays Us a training fee the amount of which will be determined as We deem appropriate in light of all of the circumstances. Whether such transfer is made by will or by operation of law, so long as the transferee complies with the requirements of Paragraph 9.1 and sub-parts, satisfactorily completes training and all conditions are met within six (6) months of the death or the disabling event, including payment of the required transfer fee then We will approve the transfer. All transfers by Controlling Person or Controlling Person's executor, administrator or representative must be in writing and are subject to the provisions of this Paragraph 9.

## **10. BREACH, DEFAULT, AND TERMINATION.**

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

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

- a) *Public Danger.* Imminent danger to public health or safety, to the extent that We may close the Ram Jack Dealership without notice to protect public health or safety, but We may terminate this Agreement only if the danger is not completely eliminated within five (5) days.
- b) *Criminal Acts.* Your conviction or plea of guilty or no contest to a felony or any other criminal misconduct relevant to the operation of the Ram Jack Dealership.
- c) *Ceasing to do Business.* Failure to operate the Ram Jack Dealership continuously, failure to answer telephone calls, including not returning customer telephone calls and inquiries, or failure to respond to Us, customers or vendors by approved means of communication within no more than 5 business days or otherwise as required by the Manual (except for holiday closures with written notice to Us and public notices

posted in compliance with current standards) with Our prior written approval or for causes completely beyond Your control.

- d) *Unapproved Transfer.* An attempted transfer in violation of the provisions of this Agreement.
- e) *Voluntary Bankruptcy.* If You make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated as bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for You or the operation of the Ram Jack Dealership.
- f) *Involuntary Bankruptcy.* If proceedings are commenced to have You adjudicated a bankrupt or to seek a reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within thirty (30) days, or a trustee or receiver is appointed for You or the Ram Jack Dealership without Your consent and the appointment is not vacated within fifteen (15) days.
- g) *Liens.* Levy of a writ of attachment or execution or the placement of other liens against You or any of Your assets which are not released or bonded against within ten (10) days.
- h) *Insolvency.* The insolvency of You or any guarantor in either the bankruptcy or equitable sense.
- i) *Repeated Breaches.* Any breach or default for which notice has been given and whether or not cured, which is repeated 3 or more times in any twelve (12) month period and is not otherwise listed in this subparagraph 10.1.1.
- j) *Misrepresentation.* Any misrepresentation to Us in connection with obtaining the Ram Jack Dealership or the provision of any information pursuant to this Agreement or any other agreement with Us or Our affiliates.
- k) *Lapsed Insurance.* If the insurance required by Paragraph 6.2 lapses and is not reinstated or replaced within fifteen (15) days of the policy's lapse.
- l) *Operating While Uninsured.* If You perform any System services while You do not have the insurance required by Paragraph 6.2.
- m) *Breach of Other Agreements.* Any breach or default by You of any other agreement or obligation owed to Us or Our affiliates which is not cured within any permitted period for cure.
- n) *Use of Competing Products.* If You use any steel manufactured products during the term of this Agreement that compete with the Products or that violate paragraph 6.1.4 of this Agreement.
- o) *Failure to Complete Training.* If you fail to comply with the refresher training required by Paragraph 5.2.

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

- a) *Failure to Pay Monies Owed.* Failure to pay when due any sum owed to Us under this Agreement or any open account or other agreement or obligation with Us, Our affiliates or vendors.
- b) *Jeopardizing the Ram Jack Mark or System.* Any misuse of the Ram Jack name, Intellectual Property, Proprietary Marks, Confidential Information, or conduct which reflects unfavorably upon the operation and reputation of the Franchise System, including but not limited to nonpayment or chronically dissatisfied customers.
- c) *Licensing.* Your failure to obtain or maintain permit or license necessary for the operation of Your Ram Jack Dealership.
- d) *Unapproved Products or Supplier.* You may not use or sell products that are not approved or are obtained from an unapproved source.
- e) *Inadequate or Defective Service.* Within twelve calendar months, You twice install a foundation support or repair that does not materially meet Our Published Standards and/or the installation fails and You do not remedy the problem within 90 days of knowing of the defective installation, regardless of whether You have received written notice.
- f) *Conflict of Interest.* You engage in any business or other activity that conflicts with Your obligations under this Agreement, including without limitation owning, operating representing or other involvement in another business that provides foundation repair or support services or otherwise uses products and/or systems competing with our Proprietary Products.

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

**10.1.4 We May Terminate After 90 Days Notice.** If You do not meet your MPR or your MAR for any year of operation as set out in Exhibit D to this Agreement, then We may give You written notice of default with details of what You must do to cure within a 90 days period. If You still have not satisfied Your MPR or MAR and do not cure in the first 90 day period, then We may:

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

- b) elect either to terminate this Agreement at the end of the first or second (if given) 90 day cure period or adjust the boundaries of Your Territory to reduce its geographic scope and adjust the MPR and MAR requirements as We deem appropriate.

Any notice of termination will be effective upon notice or at the time specified in the notice. If the Agreement is terminated, then You must comply with all post-termination obligations of this Agreement.

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

## **11. RIGHTS AND DUTIES UPON TRANSFER OR TERMINATION.**

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

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

**11.2 Franchise Revoked.** All rights and licenses We granted You under this Agreement will terminate.

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

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

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

**11.6 Continuing Covenants.** You will continue to be bound by all the provisions of Paragraphs 6.3.4, 6.3.6, 6.3.7, 6.3.8 and 6.3.9, 6.3.10, 6.3.11, 7.6, 7.7, 7.8, 7.9, and 7.12.

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

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

## **12. INDEPENDENT BUSINESS.**

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

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

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

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

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

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

**12.4.3** Obtain worker's compensation insurance.

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

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

**12.6 Worker's Compensation Insurance.** Since neither You nor Your employees are Our employees, and since You the franchisee and We the franchisor, are separate businesses,

You may elect to provide worker's compensation insurance for Your assistants, employees and agents. You shall hold harmless and indemnify Us for any and all claims arising out of any injury, disability or death of Your assistants, employees or agents. In addition, if We so request, You will provide proof of such insurance and, as requested, compliance with the laws applicable to Your Ram Jack Dealership

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

**12.8 Tax Indemnity.** You must pay to Us the amount of any state or local sales, use, gross receipts, or similar tax that We may be required to pay on sales made to You under this Agreement, regardless of whether the state or local tax is imposed directly on You or Us, is required to be withheld by You from amounts due to Us under this Agreement, is otherwise required to be collected by You from Us or is otherwise required to be collected by Us from You. Your obligations under this Paragraph shall not be reduced or offset by any type of claim, credit or deduction of any kind. This provision does not apply to income taxes or comparable taxes measured by income to which We may be subject.

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

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

### **13. INTERPRETATION.**

**13.1 Integration and Amendments.** This Agreement, together with the exhibits attached hereto, constitute the entire agreement of the parties into which all prior negotiations, commitments, representations and undertakings with respect of the subject matter hereof are merged. There are no oral or other written understandings or agreements between the parties relating to the subject matter of this Agreement. NOTHING IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS WE MADE IN THE FRANCHISE DISCLOSURE DOCUMENT. This Agreement may only be changed by a written document signed by both parties, with the sole exception of amendments to the Agreement made pursuant to Paragraphs 8.2.3 and 10.1.4(b).

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

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

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

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

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

*Notice to Franchisor:*

Ram Jack Systems Distribution, LLC  
13655 CR 1570  
Ada, OK 74820  
Attention: Scott Holland, General Mgr.

*Notice to Franchisee:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

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

**13.8 Force Majeure.** We will not be liable to You 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.

## **14. ENFORCEMENT.**

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

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

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

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

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

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

**14.2.5 Disputes Excluded.** In Our sole discretion, the requirements to mediate under this Paragraph 14.2 will not apply to disputes involving Our rights under all or part of Paragraph 6.3 and sub-parts as set out in this Agreement, for which We may seek not only injunctive relief as set out in Paragraph 14.3 below, but may also litigate the entire dispute in a court of competent jurisdiction having venue in Pontotoc County, Oklahoma.

**14.3 Injunctive Relief.** If either party breaches or threatens to breach this Agreement, the non-breaching party will immediately be entitled to injunctive relief (including a temporary restraining order, preliminary injunction, and specific performance) without showing or proving any actual damage sustained and will not thereby be deemed to have elected its remedies. You specifically understand and agree that We may incur incalculable and irreparable damage from any violation of Paragraphs 6.3, 7.6, 7.7, 7.8, 7.12, 11.2, 11.3, 11.5 or 11.6, and that We have no adequate remedy at law and are entitled to injunctive relief, including specific performance, for any actual or threatened violation.

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

**14.5 Waiver of Jury Trial; Limitations of Claims.** WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT



LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US. Except for claims arising from Your nonpayment or underpayment of amounts You owe Us pursuant to this Agreement, any and all claims arising out of or relating to this Agreement or Our relationship with You will be barred, unless a judicial proceeding is commenced within two (2) years from the date on which the party asserting such claim knew or should have known of the facts giving rise to the claims.

**14.6 No Third-Party Beneficiaries.** Except as expressly set forth in the second sentence of this Paragraph, this Agreement benefits solely the parties hereto and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. The parties hereby designate each of the Indemnitees as a third-party beneficiary of Paragraphs 6.2, 7.6, 7.7, 12.8, and 12.9 having the right to enforce such paragraphs and those other paragraphs related thereto.

**15. REPRESENTATIONS, APPROVAL AND GUARANTEES OF EQUITY HOLDERS.**

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

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

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

**16. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS TO US.**

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

\_\_\_\_\_ INITIAL HERE

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

\_\_\_\_\_ INITIAL HERE

YOU HAVE NOT RECEIVED AND DO NOT RELY UPON ANY VERBAL OR WRITTEN INFORMATION, WHETHER FROM US OR OUR REPRESENTATIVES, FRANCHISEES,

DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS WHICH IS NOT REFLECTED IN THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT.

\_\_\_\_\_ **INITIAL HERE**

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

\_\_\_\_\_ **INITIAL HERE**

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

\_\_\_\_\_ **INITIAL HERE**

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

\_\_\_\_\_ **INITIAL HERE**

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

\_\_\_\_\_ **INITIAL HERE**

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW.]**

**17. SIGNATURES.**

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

**THIS AGREEMENT WILL TERMINATE ON** \_\_\_\_\_, **20**\_\_\_\_, unless ended or terminated sooner pursuant to its terms.

**FRANCHISEE ("You"):** \_\_\_\_\_  
A \_\_\_\_\_  
(Type of Entity and State Where Formed)

By: \_\_\_\_\_  
Title/Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

**FRANCHISOR ("We")**  
Ram Jack Systems Distribution, LLC

By: \_\_\_\_\_  
Scott Holland, General Manager  
Dated: \_\_\_\_\_

	<b><u>Exhibit A to Franchise Agreement</u></b>	
	<b><u>Ram Jack Foundation Solutions</u></b>	
	Ram Jack Foundation Solutions Initial Franchise Fee	\$30,000.00
	<b>Initial Package Includes:</b>	
	Ram Jack Foundation Solutions Territory	
	Engineering Support	
	Business, Sales, and Marketing Support	
	Operations Manual	
	Order Forms	
	Price Sheet	
	Product Catalog	
	<b>Cloud Based Software:</b>	
	Wall Load Calculator	
	Pile Capacity Calculator	
	Ram Jack Foundation Solutions Software (Engineering)	
	<b>Myramjack.com Franchise Portal includes:</b>	
	PowerPoint Presentations	
	Videos	
	Photos	
	Educational Information	
	RJU Courses	
	Online Training	
	Logo and Branding Package	
100	8-Page Brochures	
100	Flyers - Helical vs Concrete	
100	Flyers - New Construction	
100	Pocket Folders	
100	Tri-Fold Brochures	
1	Technical Manual	
1 Set	TV Ad(s) Customized	

## Exhibit B to Franchise Agreement

### **Special Limited Irrevocable Power of Attorney**

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

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

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

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



**Exhibit C to Paragraph 4.1 of Franchise Agreement**

**APPROVED PREMISES; TERRITORY**

This Exhibit is signed as an amendment to the Franchise Agreement between Ram Jack Systems Distribution, LLC ("We" or "Us") and \_\_\_\_\_ ("You") (the "Agreement") and is incorporated and made a part of that Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

- A. Your Ram Jack Dealership will be operated from the following location:
  
  
  
  
  
  
  
  
  
  
- B. Subject to the terms of the Agreement and except for National Accounts, We will not locate or operate another Ram Jack franchise within Your Territory which is described below and may be further delineated on a map attached hereto as Exhibit C-2:

Agreed on the date signed by the parties below.

You: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Ram Jack Systems Distribution, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit D To Franchise Agreement**

**MINIMUM PURCHASE and MINIMUM ADVERTISING REQUIREMENTS  
of Paragraph 7.3**

This Exhibit describes the MPR and MAR requirements that You must meet under the terms of the Franchise Agreement dated \_\_\_\_\_ between You and Us.

**1. Minimum Purchase Requirements (MPR) and Annual Increases:** Your Ram Jack Dealership must purchase annually from Us the designated minimum amount of Proprietary Products. As a condition of Your franchise rights and the Territory We have granted You, You must meet the following annual MPR:

- MPR end of Year 1 operation: = \$ \_\_\_\_\_
- MPR end of Year 2 operation: = \$ \_\_\_\_\_
- MPR end of Year 3 operation = \$ \_\_\_\_\_; and for
- Years 4 and 5 thereafter: We may in our discretion increase Your MPR up to an additional 15% of the preceding operational year's MPR.

**2. Minimum Advertising and Marketing Requirements (MAR):**

As required by the Agreement, You must actively promote the Ram Jack Dealership, and annually You must spend the minimum amount for advertising and marketing in the form and manner that We must first approve and may further specify in the Manual and Your Business Plan. Annually You must spend a minimum of:

- MAR end of Year 1 operation: = \$ \_\_\_\_\_
- MAR end of Year 2 operation: = \$ \_\_\_\_\_
- MAR end of Year 3 operation = \$ \_\_\_\_\_; and for
- Years 4 and 5 thereafter: We may in Our discretion increase Your MAR up to an additional 15% of the preceding operational year's MAR.

AGREED and ACCEPTED by:

You: \_\_\_\_\_  
(Print Name of Franchisee-individual or entity signing FA)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title if Entity: \_\_\_\_\_

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



**Exhibit E to Franchise Agreement**  
**between**  
**Ram Jack Systems Distribution, LLC and \_\_\_\_\_**

**ACKNOWLEDGMENT & REPRESENTATION  
REGARDING CONTROLLING PERSONS of FRANCHISEE**

You warrant and represent that You are a Business Entity formed in the state of \_\_\_\_\_ and that the following persons own, either legally or beneficially, all of the voting control of You:

<u>Name</u>	<u>Type of Ownership</u> (legal or beneficial)	<u>Percentage of</u> <u>Ownership</u>
-------------	---	--

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

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_

You: \_\_\_\_\_  
(Print Entity Name)

By: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT F TO FRANCHISE AGREEMENT**

### **Restrictive Covenant Agreement**

THIS AGREEMENT is entered into by and between the parties: Ram Jack Systems Distribution, LLC, a Texas limited liability company (“**Franchisor**”), \_\_\_\_\_ (“**Franchisee**”), a business entity in the form of corporation/partnership/limited liability company [strike out inapplicable types] organized under the laws of the State of \_\_\_\_\_, and \_\_\_\_\_ (“**Owner**”) who is an individual resident of the State of \_\_\_\_\_. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

#### **RECITALS:**

1. Pursuant to the Franchise Agreement dated \_\_\_\_\_ between Franchisor and Franchisee (the “**Franchise Agreement**”), Franchisor is granting Franchisee 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 or any other System services such as waterproofing and products such as carbon fiber, foam and polyurethane injection (the “**Franchise**”), using Franchisor’s unique System and Intellectual Property, including Franchisor’s trade names and service marks, including “Ram Jack”, “Ram Jack Foundation Solutions”, and other proprietary marks;

2. Owner is an equity owner in the business entity which is the Franchisee;

3. Franchisor has expended substantial amounts of time and money in developing the Intellectual Property, Proprietary Marks, and Franchisor’s distinctive 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;

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

5. As a condition precedent to granting the Franchise to Franchisee, all shareholders, officers, partners, members, and managers of Franchisee must execute the covenants contained in this Agreement;

#### **AGREEMENT:**

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

1. Confidentiality. Owner acknowledges the proprietary and confidential nature of Franchisor’s pre-opening manual and Manuals, instructional materials and other trade secret systems and products, that Franchisee 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 the Franchise, and any other methods, procedures, processes, techniques, information, knowledge, or know-how concerning Franchisor’s franchise system or Franchisee’s Franchise in particular that may not be commonly known to the public or to Franchisor’s or Franchisee’s competitors and that Franchisor

or Franchisee have identified or may identify as proprietary and confidential information, all of which comprise a part of the Trade Secrets. Owner shall use such Trade Secrets solely for Franchisee'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 Franchisee, and the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in Franchisor's System. Owner further acknowledges that any use of the Proprietary Marks outside the scope of the Franchise Agreement without Franchisor's prior written consent would be an infringement of Franchisor's rights in the Proprietary 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 Proprietary Marks or take any other action in derogation of the Proprietary 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 and any successor agreements, and for two years after its termination or expiration, Owner will not directly, nor as a beneficial owner, investor, partner, director, officer, employee, independent contractor, representative, or agent, nor through a family member or other agent, control, own, provide consulting services for, benefit from or engage in any business offering the installation and repair of foundation systems, related supplies, equipment or other items, related products or any other System, services and Products then being offered by Franchisor, or by Ram Jack franchises (whether for purchase or are offered without charge as a premium) either as an independent business, in a foundation repair format in any capacity, as a Franchisee, 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 Franchisee, 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 Franchisee 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 Franchisee.

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

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

7. Construction. The parties agree that this Agreement shall be deemed to have been entered into in, and shall be governed by and construed in accordance with the laws of, the State of \_\_\_\_\_ state in which Franchisee is located \_\_\_\_\_.

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

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

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

**Owner:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

**Franchisee:**

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

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

**Franchisor:**

Ram Jack Systems Distribution, LLC

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

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

**Exhibit G to Franchise Agreement**

**Between**

**Ram Jack Systems Distribution, LLC**

**AND**

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**PERSONAL GUARANTY OF FRANCHISEE**

In consideration of, and as a material inducement to, the execution of the Ram Jack Franchise Agreement (the "Agreement") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Ram Jack Systems Distribution, LLC, a Texas limited liability company ("Ram Jack), and \_\_\_\_\_ ("Franchisee"), and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the undersigned (the "Guarantor" whether one or more) guarantees by this guaranty (this "Guaranty") to Ram Jack, the full and timely payment of and performance by Franchisee of every payment, covenant, agreement and undertaking on the part of Franchisee (the "Obligations") contained and set forth in the Agreement and further agrees to be personally bound by the following provisions and their subparts: Paragraphs 6.3 , 7.4, 7.5 , 7.6, 7.7, 7.8, 7.9, 7.11,11, 12, 13 and 14 of the Agreement.)

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

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

liable on this Guaranty regardless of whether Franchisee or any other person is found not liable pursuant to the Agreement for any reason.

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

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

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

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

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

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

"Guarantor"

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

Witness:

Name: \_\_\_\_\_  
\_\_\_\_\_

Name:

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

Witness:

Name: \_\_\_\_\_

Name:

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

Witness:

Name: \_\_\_\_\_

Name:

**EXHIBIT D**

**Ram Jack Franchise Dealer Agreement  
(With Unprotected Territory)**



**RAM JACK FRANCHISE DEALER AGREEMENT**  
(With Unprotected Territory)

**PARTIES:**

Ram Jack Systems Distribution, LLC,  
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 and other services;
- (2) have obtained registration in the United States Patent and Trademark Office and/or other offices in the United States of various trademarks, trade names, service marks, and other designations, including "Ram Jack", "Ram Jack Foundation Solutions and Design" and "Ram Jack and Design", among other pending applications, as identified in Paragraph 2.4 (iii)-(xiii); and
- (3) have obtained registration in the United States Patent and Trademark Office and/or other offices in the United States of certain patents and also own patented equipment and systems of foundation support and repair, including without limitation those identified in Paragraph 2.4 (i)-(ii) (together with the Trademarks, Manuals, Program, Processes, System, and all other proprietary information and trade secrets, the "Intellectual Property");

B. This nonexclusive Ram Jack franchise dealership with unprotected territories grants the Dealer (i) the right to operate a foundation repair and piercing business under the trade name of Ram Jack and Ram Jack Foundation Solutions or (ii) the option to operate its foundation repair and installation business under its own trade name but utilizing and marketing exclusively Ram Jack Products and using Ram Jack’s exclusive patented equipment, products and systems to offer high quality foundations solutions for both residential and commercial structures.

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 Trademarks and the System in the operation of the Ram Jack Dealership (the "Dealership") on the terms and conditions set forth in this Agreement. Dealer may operate under the trade name Ram Jack or its own trade name, provided that such trade name does not infringe upon the Trademarks, and must use the Trademarks in connection with its use of the Proprietary Products. Dealer agrees to begin operation of the Dealership within 60 days of signing this Agreement or completing any applicable training whichever first occurs.

Dealer will operate the Dealership as a foundation systems installation and repair business solely within the Territory. Dealer also agree that this license relates only to the Territory and the Dealership located at the physical location and business address selected by Dealer and gives Dealer no rights to operate a 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 Paragraph 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.**

**1.3.1 Non-Exclusive Restricted Territory.** Dealer is authorized to install Ram Jack Products solely within the areas noted and depicted in Schedule 1 to this Agreement (the "Territory") 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.

**1.3.2 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, in its sole discretion, gives its prior written permission. 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.

**1.3.3 Resale of Ram Jack Products Prohibited.** Dealer may not sell Ram Jack Products to any unauthorized third parties and shall obtain Ram Jack's written consent before selling to other licensed Ram Jack franchised dealers.

**1.3.4 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 Dealer 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.

**2.4 “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 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) the various foundation repair systems related to U. S. Patent Nos. 11,441,279; 11,124,939; 10,995,461; 10,526,758; 8,887,451; 7,607,865; (ii) U.S. Patent Application Serial No. 17/940,778; 17/407,866; and (iii) U.S. Trademark Registration No. 1,539,595; 3,400,064; 3,776,908; 3,776,909; 4,131,949; 4,179,771; 4,228,914; 4,594,763; 4,636,612; 5,669,582; 5,669,589; 5,670,581; 6,135,862; 6,130,303; 6,130,297; 7,022,610.

**2.5 “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 Trademarks, 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.

**2.6 “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”).

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

**2.8 “SYSTEM”** means the operations, systems, proprietary know-how, Processes, Program, Manuals, and Intellectual Property that enable the provision of foundation repair and related foundation support services, using the Products and Ram Jack’s patented

hydraulically driven steel foundation piercing and repair system and other patented products and methods.

**2.9 “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.

**2.10 “TRADEMARKS”** means the Trademarks described in Paragraph 2.4(iii)-(xiii) above as they may be added, deleted or amended and designated for use by Dealer 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.

**3.3 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.

### **4. INTENTIONALLY DELETED.**

### **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

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 Foundation Solutions or Dealer's selected trade name.

## **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 Trademarks in operating the Dealership solely in the manner specified by Ram Jack. Dealer will not use or attempt to use Ram Jack's Trademarks on services and products from anyone other than Ram Jack in the exact manner Ram Jack specifies. Dealer will 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 Paragraph 6 of this Agreement or any of its sub-parts is subject to the termination provisions of Paragraph 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 reference to "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's 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 the Ram Jack trade name or its own trade name as a franchised Dealership, which is only offered by means of a current Franchise Disclosure Document containing the current form of the Ram Jack Franchise 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 change one or more other Manuals which will then be deemed fully binding as a part of the Manual.

**6.7 Infringement; Legal Action.** Dealer will immediately provide Ram Jack with all available information concerning any infringement or challenge to the validity or ownership of Ram Jack's Trademarks or any acts of unfair competition by third parties which interfere with the relationship of the parties or the relationship with and among other franchisees.

Dealer will cooperate with Ram Jack in any legal action Ram Jack brings against third parties relating to this Agreement or to Ram Jack's Trademarks by providing Ram Jack with information or evidence available to Dealer, as Ram Jack may reasonably request. Ram Jack will reimburse Dealer for any reasonable actual cost to Dealer in providing the information or evidence specifically required by Ram Jack, unless such information or evidence is directly related to the protection of Dealer's rights.

Ram Jack alone will control any legal or informal action to stop acts of unfair competition or infringement of any Trademarks or trade names. Ram Jack will decide in Ram Jack's sole discretion, whether any legal action will be taken. Dealer will not participate in such action or decision, unless Ram Jack gives written consent.

## **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 thirty (30) days prior written notice to the other party. 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 this 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; (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 any 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, Paragraphs 6.7, 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 (v) 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. 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 is a franchisee of Ram Jack and has successfully completed all requirements for the 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 Paragraph 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 the Intellectual Property, Confidential Information, and Trade Secrets, including all intellectual property rights in the Products and 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 the Dealership. 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 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 (the "Indemnitees") 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 the 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 Paragraph, 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, THE INDEMNITEES OR THEIR 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 PRODUCTS, 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 \$2,000,000 per occurrence and a \$4,000,000 general and products/completed operations aggregate limits. Commercial Auto Coverage at \$2,000,000 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 \$1,000,000/\$1,000,000/\$1,000,000. Umbrella/Excess (following form on Employer's Liability, comprehensive General Liability and Commercial Automobile coverages with a Minimum coverage - \$2,000,000 Limit of Liability coverage. The limits of liability may not be reduced by the costs of defense. Notwithstanding the foregoing, Ram Jack may accept from Dealer lower limits of insurance at Ram Jack's sole discretion, to be evidenced by Ram Jack's prior written consent. The Licensee shall maintain the required insurance in force continuously as long as this 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 transferred or assigned without Ram Jack's prior written consent, which it may grant or withhold in its sole discretion. Any attempt to transfer or assign all or part of this Agreement without Ram Jack's consent is void and a material breach. This Agreement is freely transferrable and 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 the schedules hereto and any Ram Jack modifications from time to time, constitute 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, except that the parties hereby designate each of the Indemnitees as a third-party beneficiary of Paragraphs 10 and 12, having the right to enforce such paragraph and those other paragraphs related thereto.

**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 Ram Jack's 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: \_\_\_\_\_

**17. PRINCIPALS' GUARANTEE:**

In accordance with Paragraph 15, the undersigned personally join in this Ram Jack 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, a Texas limited liability company (“**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 \_\_\_\_\_ (the “**Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

**INTRODUCTORY TERMS:**

1. Pursuant to the Ram Jack Franchise Dealer Agreement dated \_\_\_\_\_ between Franchisor and Dealer (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 System and Intellectual Property, including Franchisor’s trade name and service mark Ram Jack and other proprietary marks;

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 Intellectual Property, Trademarks, and Franchisor’s distinctive 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;

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 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 the 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, all of which comprise a part of the 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 System. Owner further acknowledges that any use of the Trademarks outside the scope of the Franchise Agreement without Franchisor's prior written consent would be an infringement of Franchisor's rights in the Trademarks. 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 Trademarks or take any other action in derogation of the Trademarks 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 E to FDD

Operations Manual

## EXHIBIT E to FDD

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**Exhibit F-1 to FDD**

**List of Franchisees with Unprotected Territory  
As of December 31, 2023**

	<b>State</b>	<b>Dealer</b>	<b>Address</b>
1	Alabama	Trident Southeast, LLC d/b/a/ Ram Jack Alabama (Todd Workman)	101 Aviators View Dr. Suite B, Alabaster, AL 35007
2	Connecticut	David DiGiorgi; Digiorgi Roofing & Siding, Inc.	33 Lancaster Dr., Beacon Falls, CT 06403 203-723-6880
3		John McGillicuddy, Inc. DBA Ram Jack Connecticut	65 Governors Rd., Milton, MA 02186 617-388-6324
4	Florida	TAK Groundworks Inc. (Paul Wong)	1475 Jersey St. NE Lake Placid, FL 33852 863-633-8615
5	Indiana	Rick Bogacki Ram Tec Industries, LLC	120 East Louisiana St. Evansville, IN 47711 812-270-3455
6	Michigan	Troy Miller Bluebird Foundation, LLC D/B/A Bluebird Concrete Lifting and Repair	4590 Whittum Rd. Easton Rapids, MI 48827 517-204-9236
7	Missouri	Spartan Installation and Repair, LLC d/b/a Ram Jack (Andrew Vleisides)	9010 Rosehill Road, Lenexa, KS 66215 (816) 237-0017
8	Montana	Eric Bodeen Montana Basement Solutions	P.O. Box 4723 Whitefish, MT 59937 403-871-5971
9	New Hampshire	Stavros Charalambous Arta Foundations Repair, Inc.	24 Hemlock St. Londonderry, NH 03053 603-306-9164
10	New York	Shane Armstrong Armstrong Waterproofing, LLC	245 W. Sweden Rd Brockport, NY 14420 585-637-6452

11		John Young Kucel Contractors, Inc.	726 State Highway 349 Gloversville, NY 12078 518-774-0004
12		Young Certified Foundation Experts (Dick & Pat Young)	413 Shanley Street Cheektowaga, NY 14206-2348 (716) 893-1939
13	Ohio	B-level LTD Tom Shreyer	5020 Basis Western Rd. Baltimore, Ohio 43105 (614) 837-1269
14	Texas	Chad Knowlton Knowlton Construction, LLC	306 Davis Spearman, TX 79081 806-330-0453
15	Utah	Intermountain Foundation Repair, Inc. (Paul Carter)	150 South 1300 East Salt Lake City, UT 84106 (435) 867-8215
16	Wisconsin	Tom Trink Basement Repair Specialist	1400 South Van Dyke Road Appleton, WI 54914 414-915-8667

**Exhibit F-2 to FDD**

**List of Franchisees with Protected Territory  
(As of December 31, 2023)**

	<b>State</b>	<b>Dealer</b>	<b>Address</b>
<b>1</b>	Arizona	Ram Jack of Arizona Straight Line Construction Co. (Tim Davis)	2025 North Oracle Rd. Tucson, AZ 85705 (480) 941-3448
<b>2</b>	California	Foundation Solutions, Inc. d/b/a Ram Jack of the Bay Area (Jordan Blasingame)	3710 Maricopa Rd. Atascadero, CA 93422 (805) 462-0100
<b>3</b>		Foundation Solutions, Inc. d/b/a Ram Jack of the Central Coast and Valley (Jordan Blasingame)	3710 Maricopa Rd. Atascadero, CA 93422 (805) 462-0100
<b>4</b>		Ram Jack Pacific Worlnor, Inc. Scott Worley	8115 Wing Ave. El Cajon, CA 92021 (619) 726-0052
<b>5</b>		Ram Jack So. Cal. Huss & Cubero, Inc. Charles Huss	9401 Lurline Ave. Chatsworth, CA 91311 (818) 859-1935
<b>6</b>		Ram Jack NorCal d/b/a B-Line Construction (Chris Lattuada)	430 Lea Way Sacramento, CA 95815 (916) 999-1844
<b>7</b>	Florida	Florida Foundation Repair, LLC, dba Ram Jack (Scott Erlewine)	9606 Riverchase Dr. New Port Richey, FL 866-726-6372 727-447-5502
<b>8</b>		Florida Foundation Repair, LLC d/b/a Ram Jack Foundation Repair Scott Erlwewine	14403 North Main Jacksonville, FI 32218 (866) 726- 6372
<b>9</b>		Florida Foundation Repair, LLC d/b/a Ram Jack Orlando (Scott Erlewine)	2075 US Hwy 21 South, Ridgeway, SC 29130 (303) 716-7437
<b>10</b>		Hyatt Group, LLC d/b/a/ Ram Jack Florida (Charles Hyatt)	24526 NW 178th Place, High Springs, FL 32656 (386) 454-1920



	<b>State</b>	<b>Dealer</b>	<b>Address</b>
<b>11</b>	Kansas	Ram Jack Wichita d/b/a Spartan Installation and Repair, LLC (Andrew Vielsides)	5819 Broadway St Wichita, KS 67219 (316) 719-0441
<b>12</b>		Spartan Installation and Repair, LLC d/b/a Ram Jack (Andrew Vielsides)	9010 Rosehill Rd Lenexa, KS 66215 (816) 237-0017
<b>13</b>	Kentucky	Foundation Systems Inc d/b/a Ram Jack  (Keith O'Gara)	6228 Strawberry Lane, Suite 2 Louisville, KY 40214 (502) 272-9399
<b>14</b>	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
<b>15</b>		Foundation Solutions of Louisiana, LLC dba Ram Jack Foundation Repair Scott Erlewine	5096 Hwy 190 Eunice, LA 70535 (337) 466-4275
<b>16</b>	Maryland	Chesapeake Foundation Solutions d/b/a Ram Jack Richard Hammond	521 Defnese Hwy, Suite B Annapolis, MD 21401 (410)0344-755122
<b>17</b>	Massachusetts	Northeast Foundation Repair, LLC d/b/a Ram Jack (Anthony Capelle)	10 Kendrick Road, Unit 17 Wareham, MA 02571 (508) 295-3133
<b>18</b>	Mississippi	Ryder Reeves Enterprises , LLC d/b/a/ Ram Jack Mississippi (Clint Sumrall)	421 Business Park Drive Madison, MS 39130 (601)707-3012
<b>19</b>	Missouri	Spartan Installation and Repair, LLC D/B/A Ram Jack (Andrew Vleisides)	1495 Old UW 40, STE B Columbia, MO (573) 233-1117
<b>20</b>		Spartan Installation and Repair, LLC D/B/A Ram Jack (Andrew Vleisides)	1000 Fox Chase Industrial Drive Arnold, MO 63010 (573) 233-1117
<b>21</b>	Nebraska	Tri State Solutions, LLC d/b/a Ram Jack of Omaha (Mike Kleyla)	1538 S. 15th Avenue Plattsmouth, NE 68048 (402) 933-3838
<b>22</b>		Tri State Solutions, LLC d/b/a Ram Jack Lincoln (Mike Kieyla)	1538 S. 15th Avenue Plattsmouth, NE 68048 (402) 933-3838

	<b>State</b>	<b>Dealer</b>	<b>Address</b>
<b>23</b>	North Carolina	Foundation Solutions, LLC d/b/a Ram Jack. (Rick Sykes)	4122 Bennett Memorial Rd., Ste 304 Durham, NC 27705 (888) 309-9727
<b>24</b>		Ram Jack of Charlotte, LLC d/b/a Ram Jack Charlotte (Mark Beckham)	11845 Vanstory Drive Huntersville, NC 28078 (704) 892-2900
<b>25</b>	North Dakota	Ram Jack North (Scott Fluge)	541 16th St. NE West Fargo, ND 58078 (701) 532-0625
<b>26</b>	Ohio	Thomas R. Moran Construction d/b/a Ram Jack West Virginias (Jody Bonnette)	417 Virginia Street, Marietta, OH 45750 (740) 374-2362
<b>27</b>	Oregon	KEM, LLC d/b/a Ram Jack West Ken Marquardt	862 Bethel Drive Eugene, OR 97402 (541) 255-4538
<b>28</b>	Pennsylvania	Timbers Building Company, Inc. d/b/a Ram Jack Pittsburgh. (Dan Palmer, Jr.)	2101 Ardmore Blvd Pittsburg, PA 15221 (412) 567-5292
<b>29</b>	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
<b>30</b>	Tennessee	Bolton Companies, Inc., dba Ram Jack of Tennessee (Eddie & Jacob Bolton)	8079 Ellington Drive Milan, TN 38358 (731) 686-0370
<b>31</b>		Eastern Tennessee Foundation Solutions, LLC, dba Ram Jack Eastern Tennessee Scott Erlewine	1201 West 4th Ave.. Knoxville, TN 37921 (423) 842-2888
<b>32</b>		Ram Jack of Middle Tennessee (Mark Beckham)	11845 Vanstory Drive Huntersville, NC 28078 (704) 892-2900
<b>33</b>	Virginia	Residential Foundation Solutions, LLC d/b/a Ram Jack of the Commonwealth (Rick Sykes)	3739 Brambleton Ave. Roanoke VA 24018 (540) 777-2560

	<b>State</b>	<b>Dealer</b>	<b>Address</b>
<b>34</b>		Residential Foundation Solutions, LLC d/b/a Ram Jack (Rick Sykes)	4122 Bennett Memorial Rd., Ste 304 Durham, NC 27705 (888) 309-9727
<b>35</b>		Venture Construction Company d/b/a Ram Jack Eastern Virginia (Kenny Lee)	88 Butler Farm Road Hampton, VA 23666 (757) 766-1767
<b>36</b>	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)

**Exhibit F-3 FDD**

**List of Authorized Dealers  
(As of December 31, 2023)**

	<b>State</b>	<b>Dealer</b>	<b>Address</b>
<b>1</b>	Colorado	Straight Line Construction (Tim Davis)	94 North Mission Drive Pueblo West, CO 81007 (719) 575-9942
<b>2</b>	Colorado	Straight Line Construction (Tim Davis)	14020 E. Davies Ave., Centennial CO 80112 (303) 716-7437
<b>3</b>	Georgia	Atlanta Ram Jack, LLC (Mark Beckham)	17030 Cumberland Point, SE Ste. 23, Bldg. 1 Marietta, GA 300674 (770) 502-2881
<b>4</b>		Ram Jack South Carolina, Inc., dba Ram Jack (Scott Erlewine)	2075 U.S. Hwy 21 South Ridgeway, SC 29130 (803) 735-3085
<b>5</b>	Illinois	Safeguard Basement Technologies, Inc. d/b/a Safeguard Waterproofing (John Walsh)	400 Dominic Court Franklin Park, IL 60131 (800) 678-8160
<b>6</b>	Kentucky	ATTAA, LLC d/b/a Ram Jack (Tim Franklin)	325 Tirney Way Winchester, KY 40391 (888) 884-2378
<b>7</b>	Michigan	Basement Cracks & Leaks Metro, Inc. (Denise Brown)	6915 Allen Road Fenton, MI 48430-922 (517) 552-9111
<b>8</b>	New Mexico	Straight Line Construction Ram Jack of New Mexico (Tim Davis)	4950 Jefferson St. NE Albuquerque, NM 87109 (505) 771-8890
<b>9</b>	Oklahoma	American Leveling Co Inc. d/b/a American Leveling (Doug Denison)	6201 Shiloh Blvd Oklahoma City, OK 73179 (405) 787-9229
<b>10</b>	Ohio	JNM Construction, LLC d/b/a Ram Jack of Ohio (Skip Follett)	P.O. Box 32667 Euclid, OH 44134 (440) 975-3595

<b>11</b>		Jack Boiman Sons & Daughters (John Boiman)	9650 Cilley Rd. Cleves, OH 45002 (513) 598-2800
<b>12</b>	Pennsylvania	Ram Jack of the Tri-States, Inc. (Scott MacKay)	317 Earles Lane Newtown Square, PA 19073 (800) 852-1588

**Exhibit F-4 to FDD**

**List of Franchisees Who Had Outlets That Were Terminated, Canceled, Not Renewed,  
or Ceased to do Business**

**Two Old Format Franchisees in 2023:**

Josh Way  
Right Way Enterprises, LLC  
d/b/a Ram Jack  
P. O. Box 838  
Nixa, MO 65714  
(417) 374-7400

Ted Pinckney  
Foundation Repair Specialists, LLC  
d/b/a Ram Jack Foundation Specialists  
13387 Edna Brake Lucas Drive  
Montgomery, AL 36117  
(334) 271-5225

**One Old Format Franchisee in 2022:**

Bob Fehling  
VersaGrade, Inc.  
d/b/a Silverado Excavating  
445 Western Road,  
Reno, NV 89506  
(775) 284-1964

**EXHIBIT G to Franchise Disclosure Document**

**GENERAL RELEASE**

\_\_\_\_\_, on behalf of Franchisee and of Franchisee's predecessors, affiliated entities, successors and assigns ("Franchisee"), hereby: (a) represents to Ram Jack Systems Distribution, LLC, a Texas limited liability company ("Franchisor") 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 General Release in relation to or in connection with all matters arising under the Franchise Agreement dated \_\_\_\_\_ by and between Franchisor and Franchisee ("Franchise Agreement") or 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 Franchisor, 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 General Release, has had ample opportunity to review it with Franchisee's attorney, and understands its content and consequences.

Executed effective as of the date signed by Franchisee.

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISEE'S Controlling Persons:**

\_\_\_\_\_, Individually      Date: \_\_\_\_\_  
\_\_\_\_\_, Individually      Date: \_\_\_\_\_  
\_\_\_\_\_, Individually      Date: \_\_\_\_\_

(Note: If Franchisee is a corporation or other entity, this General 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, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, South Dakota, Virginia, Washington, and Wisconsin.

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

<b>State</b>	<b>Effective Date:</b>
California	<b>October 24, 2023*</b>
Illinois	<b>February 7, 2024*</b>
Indiana	<b>August 28, 2023*</b>
Maryland	<b>January 29, 2024</b>
Michigan	<b>July 7, 2024</b>
Minnesota	<b>August 9, 2023*</b>
New York	<b>November 28, 2023*</b>
North Dakota	<b>January 9, 2024</b>
South Dakota	<b>August 28, 2023*</b>
Virginia	<b>September 8, 2023*</b>
Washington	<b>January 24, 2024</b>
Wisconsin	<b>July 31, 2023</b>

*\*Renewal Pending*

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



RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Ram Jack Systems Distribution, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

(New York requires 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, Curtis Wilson, Justin Presley, 13655 CR 1570, Ada, OK 74820. Their phone number is 1- 888-332-9909.

**Date of Issuance: June 17, 2024**

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 June 17, 2024 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 - Protected Territory)  
Schedule 1 - Territory  
Schedule 2 - Confidentiality and Restrictive Covenant Agreement
- D RAM JACK FRANCHISE DEALER AGREEMENT (FA - Unprotected Territory)  
Schedule 1 - Territory  
Schedule 2 - Confidentiality and Restrictive Covenant Agreement
- E OPERATIONS MANUAL TABLE OF CONTENTS
- F-1 LIST OF NEW FORMAT FRANCHISEE DEALERS
- F-2 LIST OF OLD FORMAT FRANCHISEE DEALERS
- F-3 LIST OF AUTHORIZED DEALERS
- F-4 LIST OF TERMINATED, CANCELED, NOT RENEWED, FRANCHISEES/OUTLETS
- G GENERAL RELEASE

*Prospective Franchisee*

*Prospective Franchisee*

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

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

RECEIPT

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- G GENERAL RELEASE

*Prospective Franchisee*

*Prospective Franchisee*

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

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