FRANCHISE DISCLOSURE DOCUMENT

(NR)

System4, LLC
(an Ohio Limited Liability Company)
DBA SYSTEM4®
4700 Rockside Road
Suite 601
Independence, Ohio 44131
(216) 524-6100
Website:www.system4.com
Email: info@system4.com

System4 LLC is engaged in the business of franchising others ("Franchisees") to use the "System4" process to establish a Facility Services Management (FSM) business in which Franchisees will provide a variety of services to commercial businesses and government facilities within their designated territory. Franchisees will provide the Authorized Services within a designated area ("Franchise Territory") in one or both of the following 2 ways ("Delivery System"): (1) through employees, and/or (2) through subcontractors with whom the Franchisee establishes a contractual relationship. Franchisees are prohibited from offering or selling any subfranchises or unit franchises to provide Authorized Services.

The estimated total investment necessary to begin operation of System4® franchise ranges from $157,000 - $377,000. This includes $125,000 to $300,000 that must be paid to the franchisor.

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 disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact System4, LLC at 4700 Rockside Road, Suite 610, Independence, Ohio 44131 and (216) 524-6100.

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

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

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

Issuance Date: ~~June 30~~, 2024~~3~~

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits F and G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only System4 business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a System4 franchisee?	Item 20 or Exhibits F and G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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.

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A - Franchise Agreement

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A.1.A Royalty Fees

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A.8 Authorization for ACH

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B – Financial Statements

C - List of State Administrators

D - List of Agents for Service of Process

E – Table of Contents of Operations Manual

F – List of Franchisees and Company-owned Operations as of 12/31/2022

G - List of Franchisees Who Left the System in 2022

H – State Addenda

ITEM 1
FRANCHISOR AND ANY PARENT, ITS PREDECESSORS AND AFFILIATES

The name of the Franchisor is System4®, LLC. In this Disclosure Document, the Franchisor will be referred to as "we," "our" or "us" and the person being granted the right to operate a Franchise will be referred to as "you" or "your." If you are a corporation, partnership, limited liability company or other entity, "you" or "your" will mean the entity and the owners of the entity.

Unless otherwise defined, all initially capitalized terms appearing in this disclosure document have the meanings given to them in your Franchise Agreement.

Franchisor's Corporate Information

We were organized as an Ohio limited liability company in March of 2004. Our principal place of business is 4700 Rockside Road, Suite 610, Independence, Ohio 44131. We do not have any predecessor or affiliate that must be disclosed in this disclosure document We are a wholly owned subsidiary of Franchise Service Concepts, LLC, which is our parent with a principal place of business at 4700 Rockside Road, Suite 610, Independence, Ohio 44131. We do not have any other business activities.

We do business under the name System4® and currently do not have intentions to use any other names to conduct business.

Our agents for service of process are disclosed in Exhibit D.

Parents and Predecessors

We have no parent. We have no predecessors from whom we acquired, directly or indirectly, the major portion of our assets within the past 10-year period.

Franchisor's Business

We franchise the operation of a facility services management (FSM) business known as "System4®."

The Franchised Business

We offer Franchises to you ("Franchisee), to provide the following services ("Authorized Services") to commercial businesses and government facilities under the "System4®" names and marks: Janitorial, Carpet Cleaning, Window Washing, Pressure Washing, Hard Surface Floor Care, Landscaping, Parking Lot Sweeping, Pest Control, Painting, Handyman Services, Construction Cleanup, Snow Removal, Light Bulb Replacement, Document Shredding, HVAC, Plumbing, Electrical, Recycling Services, Hood Cleaning, and Restroom Sanitizing. We license you to use the "System4 Licensed Methods," which are processes that include proprietary software and methods with a distinctive plan for establishing, implementing, operating, and promoting the Franchise Operation which provides Facility Services Management. These methods utilize sub-contracting; customer relations; sub-contractor and customer relationship development and management; marketing techniques; advertising; sales techniques; written promotional materials; Operations Manual contents and accounting systems that are used to operate the Franchise.

You provide the Authorized Services within a designated area ("Franchise Territory") in one or both of the following 2 ways ("Delivery System"): (1) through your own employees, and/or (2) through sub-contractors with whom you establish a contractual relationship. You are prohibited from offering or selling any sub franchises or unit franchises to provide Authorized Services.

We are not aware of any special laws covering your ability to utilize sub-contractors to perform these various services. However, every municipal body or state may have local laws governing the right to do business in their locale.

You will be known as "System4®." We franchise you to use certain trademarks, service marks, advertising and other commercial symbols ("Marks"), but you may not allow your sub-contractors to use the Marks.

The market for your services consists of businesses that need one or more "authorized services" listed above. The market for these services varies depending on the specific service, from emerging, to competitive, to well developed and highly competitive.

General Market and Competition

Your competitors include other companies and individuals that provide facility services management, and potentially any other services listed above as "authorized services", franchise companies and other national cleaning companies.

We have offered the System4® Franchises since March of 2004. We have not offered franchises in any other line of business.

We have conducted a business of the type to be operated by our Franchisees since March of 2004.

ITEM 2
BUSINESS EXPERIENCE

Phillip W. Kubec - President/CEO

Mr. Phillip Kubec has served as our CEO/President since its formation on March 30, 2004, in Independence, Ohio.

Scott P. Kubec – COO

Mr. Scott Kubec has served in a capacity as COO since January 1, 2020 in Independence, Ohio. Prior to that Mr. Kubec served as Vice President from August 1, 2017 to December 31, 2019. From January 2012 to December 2019, Mr. Kubec served as the Franchise Business Development Manager in Independence, Ohio.

Jacqueline Sackett- Director of Financial Administration

Mrs. Sackett has served as Director of Financial Administration since January 1, 2020. Prior to this, Mrs. Sackett served as the Director of Franchise Administrative Support in Independence, Ohio from August 2017 to January 1, 2020. Mrs. Sackett served as Director of Finance for the PDK Group Inc. in Bath, Ohio from February 2012 to July of 2017.

Mark Petersen- Director of Repair and Maintenance

Mr. Petersen has served as Director of the Repair and Maintenance in Independence, Ohio since February 2018. From May, 2015 to April, 2018 Mr. Petersen was Co-Owner of Peterson Design Studious PLLC in Mayfield, Ohio, a SEO Web Design Company. Mr. Petersen also served as the Manager of Customer Service at Quintex, DME Inc. in Euclid, Ohio from May 2010 to December 2017.

Blake Naegle-Director of Field Support

Mr. Naegle has served as Director of Field Support in Independence, Ohio since January, 2020. From October, 2015 to January, 2020 Mr. Naegle served as General Manager for Facilicorp, Inc. d/b/a System4 of Northeast Ohio.

Bryan Moledor- Director of National Account Sales

Mr. Moledor serves as Director of National Account Sales in Independence, Ohio since September 2018. Prior to that Mr. Moledor served as Senior Manager/Director, REO Client Account Management at Safeguard Properties in Valley View, Ohio. From September 2016 – August 2018 Mr. Moledor also served as Manager REO Client Accounts at Safeguard Properties in Valley View, Ohio from July 2013- September 2016.

ITEM 3
LITIGATION

Concluded

Edson Teles Machado, et al v. System4, LLC, et al, Norfolk County Massachusetts Superior Court, Civil Action No. 10-00555, styled as a purported class action complaint against System4, LLC

(System4) and its Master Franchisee, NECCS, Inc. (NECCS).The complaint alleged (i) that System4 and NECCS breached the Franchise Agreements with Plaintiffs by failing to provide Plaintiffs with the business required to be offered under the Plaintiffs' respective Franchise Agreements and by taking accounts away from Plaintiffs "for no reason"; (ii) that System4 and NECCS defrauded Plaintiffs in connection with the execution of their Franchise Agreements by representing that System4 and NECCS had sufficient business to satisfy their obligations when, according to the Complaint, they did not, and by promising that cleaning accounts would be "geographically convenient to one another" and to the franchisees' homes; and (iii) that System4 and NECCS "misclassified" the Plaintiffs as independent contractors when they were really employees. The claims include alleged violations of MGL c.93A, §9 as well as claims asserted as private attorneys general under MGL c. 152, §25C(11). These allegations were denied by System4 and NECCS.

System4 appealed the trial court's decision to the Massachusetts Appeals Court. On May 1, 2014, the Plaintiffs' petition for direct appellate review by the SJC was granted. On April 13, 2015, the SJC issued a decision affirming the trial court's determination that the arbitration clause was not unconscionable and reversing the trial court's determination that the arbitration clause cannot be enforced by System4. The result of the two separate rulings of the SJC was that in order to proceed, the Plaintiffs must pursue all of their claims on an individual basis in arbitration against both System4 and NECCS. No such arbitration proceedings were filed against either System4 or NECCS.

A motion was brought before the Superior Court by System4 that would: (1) compel each Claimant that filed a Demand for Arbitration in 2016 to adhere to the mediation prerequisite that was found in his or her franchise agreement; (2) have the American Arbitration Association dismiss the 2016 Demands for Arbitration on account of the Claimants' failure to comply with the mediation prerequisite; and (3) bar the Claimants from refiling their Demands for Arbitration on account of the statute of limitations having run. A cross-motion was brought by the Plaintiffs before the Superior Court that would: (1) invalidate the class action waiver found in each franchise agreement on account of the waiver being purportedly unenforceable under the National Labor Relations Act; and (2) have all claims proceed in the Superior Court and not in arbitration. The Superior Court heard oral arguments on the motion and cross-motion on Monday, March 20, 2017. The case was dismissed by the AAA on September 14, 2017.

Luis Ribeiro v. System4, LLC, American Arbitration Association. Case No. 01-15-0003-8637, an arbitration proceeding commenced on June 12, 2015.The Claimant alleged that he was a putative class member in the Machado case and was asserting his claims in arbitration by reason of the April 13, 2015 decision of the SJC. Claimant alleged that he was misclassified as an independent contractor, that he was subjected to wage violations stemming from charging him for a job, taking illegal deductions from his pay for insurance, cleaning supplies and interest payments on notes, and failure to pay wages. Claimant also alleged negligent misrepresentation and material omissions in System4's dealings with him regarding the amount of business he would receive and the quality of the business. System4 filed an Answering Statement denying all liability, and further stating, inter alia, that it never had any contractual privity with the Claimant, never had any business dealings or communications with the Claimant, never paid and was never obligated to pay anything to Claimant, neve provided training or equipment to Claimant, never deducted any amounts from any monies due Claimant and never received and payments from Claimant. On August 23, 2016, the arbitrator issued a Memorandum of Decision on Cross Motions for Summary Judgement on Liability, finding that System4 was liable for misclassifying the Claimant, but not liable for any other claim advanced in the arbitration.

The Ruling on Claimant's Petition for Attorneys' Fees and Costs and Final Award in the amount of $78,558.77 was delivered to the parties, via e-mail, on February 17, 2017. Less than thirty days later, on March 17, 2017, System4 filed the Application of System4, LLC to Vacate Arbitration Award with the United States District Court for the District of Massachusetts (Civil Action No. 1:17-cv-10455). The Application of System4, LLC to Vacate Arbitration Award, which was supported by a motion and memorandum of law filed on March 20, 2017, sought to have the District Court vacate the final arbitration award and related findings and rulings. The motion to vacate was denied, and System4 paid the award of $78,558.77.

Marilinda Cruz v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The Claimant's allegations were substantially similar to those alleged in

the Ribeiro matter. Amarido Luis Arujo v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The AAA closed this case on September 14, 2017.The Claimant's allegations were substantially similar to those alleged in the Ribeiro matter. Helio De Oliveira and Rosani De Oliveira v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The AAA closed this case on September 14, 2017 The Claimant's allegations were substantially similar to those alleged in the Ribeiro matter. Petter Bruno De Souza v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The AAA closed this case on September 14, 2017. The Claimant's allegations were substantially similar to those alleged in the Ribeiro matter.

Poliane Santos and Stenio Ferreira v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The AAA closed this case on September 14, 2017. The Claimant's allegations were substantially similar to those alleged in the Ribeiro matter. Glaucia Santos and Luiz Carlos Santos v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The AAA closed this case on September 14, 2017. The Claimant's allegations were substantially similar to those alleged in the Ribeiro matter. George Lopez v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The AAA closed this case on September 14, 2017. The Claimant's allegations were substantially similar to those alleged in the Ribeiro matter. Juan Carlos Martinez v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The AAA closed this case on September 14, 2017. The Claimant's allegations were substantially similar to those alleged in the Ribeiro matter. Iracema Tramontim v System4, LLC, American Mediation Association, (No Case Number Assigned), pending as of March 25, 2016. The AAA closed this case on September 14, 2017. The Claimant's allegations were substantially similar to those alleged in the Ribeiro matter.

No other litigation is required to be disclosed in this item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this item.

ITEM 5
INITIAL FEES

When you sign your Franchise Agreement, you must pay an Initial Franchise Fee ranging from $125,000 - $300,000 for a Franchise Territory consisting of a specific section or sections of a Standard Metropolitan Statistical Area ("SMSA"). The amount of your Initial Franchise Fee depends on the size of the SMSA section(s) and the population in those SMSA section(s). The Initial Franchise Fee will be based on the population as determined by the latest United States Census at a rate of $1,000 per 10,000 in population, subject to a minimum Franchise Fee of $125,000. This fee grants you the right to operate within a specified area.

The Initial Franchise Fee must be paid when you sign your Franchise Agreement in a lump sum unless it is financed as described in Item 10. The fee is not refundable except for the following circumstances. If we in our sole discretion determine that you or your designated individual are unable to satisfactorily complete the initial training program, then we will have the right to terminate the Franchise Agreement. We will return the Initial Fee paid to us minus the training and other expenses we have incurred. The expenses incurred shall not exceed Ten Thousand Dollars ($10,000.00). Partial financing is available to creditworthy franchisees up to 20% of the Initial Franchise Fee; see Item 10 of this disclosure document.

We provide a Five Thousand Dollar ($5,000.00) discount towards the Initial Franchise Fee for all Veterans.

We did not vary the franchise fees in our latest fiscal year.

ITEM 6
OTHER FEES

OTHER FEES			
Type of Fee	**Amount**	**Due Date**	**Remarks**
Royalty Fee[1]	1% to 6.2% of Gross Sales	50% on the 15th day of the month; the balance on the last day of the month	"Net Margin" is Gross Sales Revenues minus the Direct Costs. Subject to Minimum Royalties; see Note 1 below
Late Charge failure to report Gross Sales Revenue[2], [3]	$30.00 per day	Upon payment of royalties	This will be paid when paying royalty fees. We will debit your bank account for late report fee.
Late Charge for delinquent royalty fees[2], [3]	$50.00 per day or highest interest rate allowed by law; whichever is greater	Upon payment of royalties	This will be paid when paying royalty fees. We will debit your bank account for delinquent payments.
Late Charge and Interest [2], [3]	2% interest per month on any late payment to us other than Royalty Fees	As incurred	Due on late payments.
Re-Sales Assistance Fee[2], [3]	Up to 10% of the Sale Price	As incurred	Payable to us if our assistance is utilized
Audit Fee [2], [3]	Cost of Audit plus a late charge of 2% per month on any underpayment	On Demand	You must pay this cost if our audit shows an understatement of 2% or more of your Gross Sales Revenues, or if you fail to submit required reports to us; interest payable if you understate your gross sales by any amount
Indemnification [4]	Will vary under Circumstances	As incurred	You must reimburse us if we are held liable for claims related to your operations.
Attorney Fees and Costs [2], [3]	Will vary under Circumstances	As incurred	Payable only if you do not comply with the Franchise Agreement, and we incur legal costs and fees.
Non-competition Violation	A fee equal to our then-current Initial Franchise Fee for each competitive business, plus 8% of its gross sales	Upon violation of the non-competition covenants	Payable only if you do not comply with the Franchise Agreement non-competition covenants.

Commented [A1]: I'd like to change this to 25% - is that allowed?

OTHER FEES			
Type of Fee	**Amount**	**Due Date**	**Remarks**
Renewal Fee [2], [3]	$10,000	Upon approval	
Refresher Training	$300 per day for each attendee	Prior to attending Refresher Training	You must pay this fee if we determine that you are not proficient in operating your business
Additional Assistance Fee [6], [3], [2]	$300 per day plus our out of pocket costs	In advance of the service or as we otherwise specify	This fee is only for assistance at your location over and above that which we routinely provide to you at no extra charge.
Management Fee [2], [3]	3% of your Gross Sales Revenues	When billed by us	If we assume management of your business, due to abandonment, default, or death/disability, you must pay us a Management Fee equal to 3% of the Gross Sales Revenues of your business, in addition to any other fees due under your Franchise Agreement
Franchisor's Damages[4]	Net present value of all future fees following termination	When billed by us	If your Franchise Agreement is terminated due to your default, you must pay us a lump sum amount equal to the net present value of all fees that would have become due following termination of your Franchise Agreement.
"ServiceSync" Software hosting fee [7]	This fee will vary based on the number of users and the size of the Franchise, cost will be from $350 per month to over $500per month per individual Franchise	Paid monthly to us	This is for two software programs, ServiceSync FSM and ServiceSync WOM, as well as for the storage/backup of all the data
Late Fee for default by 10 days or more under Note	5% of amount overdue, plus interest increases to 18% per annum	When billed by us	If you are delinquent by 10 or more days in any payment due us under the Note, you must pay a late fee equal to 5% of the over-due amount, plus the interest on the Note increases to 18% per annum

OTHER FEES			
Type of Fee	**Amount**	**Due Date**	**Remarks**
Testing of Supplies and Suppliers	$500 to $1,000	As incurred	Will vary depending on Item to be reviewed
Taxes	Actual amount paid by use	When billed by us	You must reimburse us if we are required to pay any tax such as any excise, sales, state income or privilege tax that any government or governmental agency levies or imposes on us because of the physical location of the Franchise Operation or where the services are performed.
National/Regional Accounts Fee	A one-time fee not to exceed 100% of one full month of margin retention	When billed by us	This fee applies to each National/Regional Account within your territory that we give you the right to service.
Transfer Fee	$25,000	When billed by us	This fee applies if Franchisor approves the proposed transfer
ACH Returned Fee	10% of the amount returned	When billed by us	If the ACH or electronic transfer is returned, then the Franchisor may charge you 10% of the amount in additional to other banks charges incurred by the Franchisor.

OTHER FEES			
Type of Fee	**Amount**	**Due Date**	**Remarks**
Repair and Maintenance Program	A one-time fee equal to 75% of Net Margin (less service provider payment)	When billed by us	This fee applies if you elect to participate in the repair and maintenance program
Hosting Fee	Currently $350	When billed by us	You must pay us a monthly license, maintenance and hosting fee

~~We do not currently collect an administrative fee for servicing National/Regional accounts but may do so in the future.~~

Notes to Item 6 Table

Notes:

(1) You must pay us a Royalty Fee, which is the greater of the Royalty Percentage or the Minimum Royalty.

Royalty Percentage:

The Royalty percentage will be determined by calculating the "Net Margin" for all Gross Sales Revenue and sales minus the direct costs. Below are the definitions of sales and directs costs.

Gross Sales Revenue is defined as the invoice to anyone and in any way from the conduct of your Franchise Operation. This shall include, but not be a completely exhaustive list of any services, one-time services extra work, sales of supplies, equipment or goods, whether such services are performed by you, your employees, Affiliates, Service Providers and/or any type of sub-contractor. This applies to any revenues derived from any services you provide for any management or maintenance services including commercial, industrial, government, institutional and residential services. The definition of Gross Sales Revenues also includes the sale, renting or leasing or distribution of related supplies and equipment, net of any discounts, sales taxes, or other similar taxes and credits returns and allowances, returned checks, and uncollectable accounts.

Direct Costs will be defined as 3rd party costs paid by the Franchise Operation to get services and/or supplies completed so they can fulfill Work Orders from any customer. The Royalty will then be determined by the Royalty chart on Exhibit A 1.A

Royalties for "Self-Performing" Services. Royalties for Self-Performing Accounts will be 4% of Revenues. These account types will be calculated separately on the Royalty Reports.

Royalties for Services Performed Outside of Territory. Royalties for accounts serviced outside of purchased Franchise territory will be 5% of Revenues. The Franchisor must provide written permission for a franchise to service any customer accounts outside of their territory.

Net Margin will be defined as the Gross Sales Revenues minus the Direct Costs. The calculation will determine the "Net Margin Percentage".

Example as noted below:

Gross Sales Revenue		$10,000
Direct Costs (deduct)	$7,500	
Net Margin		$2,500
Net Margin Percentage	25%	

Royalty Percentage, Royalty percentage paid on the Gross Sales Revenue will be from 1 % to 6.2 % as determined by the "Net Margin" percentage in any month of reporting. The Net Margin percentages and Royalty percentages are shown in detail on Exhibit A.1.A. to the Franchise Agreement.

Royalty Percentage, Royalty percentage paid on the Gross Sales Revenue will be from 1 % to 6.2% as determined by the "Net Margin" percentage in any month of reporting. The Net Margin percentages and Royalty percentages are as follows:

Royalty Based on Net Margin

NET MARGIN			Royalty % of Sales
1.00%	to	5%	1.0%
5.01%	to	7%	1.2%
7.01%	to	8%	1.3%
8.01%	to	9%	1.5%
9.01%	to	10%	1.6%
11.01%	to	12%	1.8%
12.00%	to	13%	2.0%
13.00%	to	14%	2.1%
14.01%	to	15%	2.2%
15.01%	to	16%	2.4%
16.01%	to	17%	2.5%
17.01%	to	18%	2.7%
18.01%	to	19%	2.8%
19.01%	to	20%	3.0%
20.01%	to	21%	3.1%
21.01%	to	22%	3.3%
22.01%	to	23%	3.4%
23.01%	to	24%	3.6%
24.01%	to	25%	3.7%
25.01%	to	26%	3.9%
26.01%	to	27%	4.0%
27.01%	to	28%	4.2%
28.01%	to	29%	4.3%
29.01%	to	30%	4.5%

30.01%	to	31%	4.6%
31.01%	to	32%	4.7%
32.01%	to	33%	4.9%
33.01%	to	34%	5.1%
34.01%	to	35%	5.2%
35.01%	to	36%	5.4%
36.01%	to	37%	5.5%
37.01%	to	38%	5.7%
38.01%	to	39%	5.8%
39.01%	to	40%	6.0%
40.01%	to	41%	6.1%
41.01%		and up	6.2%

In the example above, the Net Margin Percentage is 25%, so the Royalty Percentage on the Gross Sales Revenue would be 4.5%, and the actual royalty payment due would be $370 (3.7% times $10,000).

Payment of the Royalty. For purposes of calculating the Royalty, the Gross Sales Revenues and all Direct Costs will be calculated on a calendar month beginning with the 1st day and ending with the last day of the month at midnight. All payments will be made via electronic transfer or wire transfer (ACH). If the ACH or electronic transfer is returned, then the Franchisor may charge you 10% of the amount in addition~~al~~ to other banks charges incurred by the franchisor.

Minimum Royalties.

You must pay the greater of the Percentage Royalty or the Minimum Royalties as noted below for the duration of the term of this Agreement. After each annual period there will be an accounting of all royalties paid. If there is a shortfall from the chart below then in the next month after the accounting is completed, we will bill you for the deficit, which you must pay us within 30 days of the invoice from us.

Months Operating	Minimum Monthly Royalty
1-12	Actual Royalty- no minimum
13-24	$1,800 average/month or $21,600 annually
25-36	$2,600 average/month or $31,200 annually
37-48	$3,400 average/month or $40,800 annually
49 and up	$4,600 average/month or $55,200 annually

(2) All fees are imposed by and payable to us except those paid to a third party, as noted above.

(3) The fees in this Item 6 are nonrefundable.

(4) You are responsible for all losses, damages, judgments, liabilities, claims, injuries, costs and expenses we incur, which arise directly or indirectly from your ownership or operation of the Franchise business, or ownership, possession or condition of motor vehicles or other property. If you, your sub-contractor or your employee is injured while servicing an account, you are solely responsible. You will defend, hold harmless and indemnify us and our respective officers, shareholders, directors, agents, and employees, and all customers that you are assigned to service, from any and all losses, damages, liabilities, claims, costs, expenses, judgments and attorney's fees in connection with any act of negligence, omission or willful conduct by you, your agent or employee, arising out of the operation of your business or work performed or not performed for any customer(s).

(6) This fee only applies to additional training you request beyond what we provide as a normal course of support for your Franchise.

[7] This fee is paid to us for monthly software operating licenses, support, and backup and hosting for our "ServiceSync" program. The fee covers all the users.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee [1]	$125,000 to $300,000	Cash or Cash and Note	At Signing of Franchise Agreement	Us
Training Expense[2]	$1,000 to $3,000	As Incurred	As Incurred	Third Parties
Three Months' Rent & Security Deposit [3]	$1,500 to $5,000	Lump Sum	As specified in lease	Your Landlord
Leasehold Improvements, Furniture, Equipment and Supplies[4]	$1,000 to $2,000	As Incurred	As Incurred	Third Parties
Computer Hardware, Software and Associated Items [5]	$2,000 to $5,000	As Incurred	As Incurred	Third Parties
Insurance [6]	$1,500 to $2,000	As Agreed	Before opening as incurred	Third Parties
Legal, Accounting and License fees [7]	$2,000 to $5,000	As Incurred	Before opening as incurred	Third Parties
Initial Advertising [8]	$1,000 to $3,000	As Incurred	As Incurred	Third Parties

YOUR ESTIMATED INITIAL INVESTMENT				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Software/Equipment update or replacement	Actual costs of updates or replacements, which could exceed $2,000	At the time of update and or replacement	Paid to third party vendors	Software/Equipment update or replacement
Liability Insurance (10)	Will vary by insurance carrier	Before opening and then as required by the insurance company	You must purchase insurance in the amounts and with the coverage (at a minimum) that we specify. See Item 11.7	Liability Insurance (10)
Additional Funds 3 Months (9)	$20,000 to $50,000	As Incurred	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (11)	**$157,000 to $377,000**			

Notes to Item 7 Table

None of the fees in the Item 7 table payable to us are refundable. Some of the fees payable to third parties may be refundable, depending on your arrangement with those third parties.

(1) The initial Franchise Fee will range from $125,000 to $300,000 for a Franchise Territory depending on the total population of the territory, but subject to a minimum of $125,000. The initial franchise fee is discussed in Item 5. We offer financing for a portion of the initial franchise fee at 12% interest as described in Item 10.

(2) You will incur expenses for travel and living expense during training. The cost varies due to the number of people you will have attending the training and the level of accommodations to which you are accustomed.

(3) You must operate a Franchise Operation (Franchised Office) within the Franchise Territory. You shall maintain a commercial address, which in months 1 to 6 can be a virtual office. Starting in month 7 you must maintain an actual commercial office with a minimum of 150 square feet. This can be located in a shared office environment and does not have to be a dedicated stand-alone location.

(4) This item includes telephone installation, telephone deposit, copier, fax machine, office furniture, wall map, business leads, logos and supplies. The estimates assume your office provides most of these items as part of the office lease.

(5) This will include computers, printers, software installation, network configuration, implementation fee and miscellaneous items required for the implementation of our proprietary software.

(6) We currently require you to carry the insurance policies, with the coverage and amounts as described in Item 8.

(7). The requirements for legally operating a Franchise company vary greatly. These requirements may include obtaining a business license from local authorities and/or from the applicable state or federal agency. You should review the legal requirements of operating in the area granted to you and obtain an estimate of the costs you will incur before you enter into the Franchise Agreement. You should have your attorney and accountant review all of the franchise documents and advise you on the start-up. This range of estimated costs includes accounting, legal, incorporation, and other professional expenses that you may incur in connection with any review of your Franchise Agreement or the establishment of your corporate entity. Other fees considered in this category include the costs associated with obtaining business licenses and permits and other "soft" costs incurred by you. Professional fees vary dramatically depending on the individual or firm, the market, and the experience of the professionals. You must pay business license fees and other similar fees before commencing operations of your Franchised Business. Such fees will vary depending upon local or state government requirements

(8) You will incur costs advertising for prospective employees. The cost varies due to the cost of local advertising.

9) This is an estimate of the expenses you will incur during the 3-month initial phase of operations. This amount of working capital is projected as sufficient to cover operating expenses for three months, including employee salaries and overhead. However, we cannot guarantee that this amount will be sufficient or that you will not have additional expenses starting the business. Your costs will depend on factors including but not limited to your management skill, experience and business acumen; local economic conditions; the local market for our products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. The costs can be affected during this initial phase by your willingness and your ability to follow the guidelines of the Operations Manual and Licensed Methods, your managerial skill and business experience, local market for this type of business, prevailing wage rate, local economic conditions, local competition and sales level during your initial period of business. You should not assume that you will break even by the end of the 3-month period, and you may need amounts in excess of the estimated amounts before your business breaks even. NOTE: These figures do <u>not</u> include draw or salary for you. You should have additional sources for payment of personal living expenses. We have compiled these estimates based on the experience of our Franchisees in establishing System4 Franchise Operations.

(10) You must purchase insurance in the amounts and with the coverage (at a minimum) that we specify. See Item 11 for a description of the minimum insurance coverage and amounts currently specified by us.

(11) You should review these figures carefully with your accountant or business advisor before making a decision to enter into the Franchise Agreement. The total investment of a resale franchise may exceed these figures due to the existing revenue in a resale.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Authorized Specifications and Suppliers

You must purchase your computer hardware as specified in Item 11 below to this disclosure

document. You must license from us our proprietary Software ("ServiceSync"), System4 Playbooks, User Guides, Billing and Subcontractor Software. We own the proprietary software. In addition to our proprietary software, you must purchase QuickBooks Online software. We do not derive any revenue from your purchase of computer hardware or software. We will derive revenue for hosting the ServiceSync Software.

In fiscal year 20233~~2~~, we derived less than $250~~25~~,000 in revenue for software licenses by our Franchisees, representing less than 1.5% of our total revenue in 20233~~2~~ of $ 18,292,908 ~~17,238,454~~. These figures are from our audited financial statements for the year ended December 31,20233~~2~~.

As of the date of this Franchise Disclosure Document, there are no other goods, services, supplies, fixtures, equipment, inventory, computer systems or real estate which you must purchase from us or any designees, or in accordance with specifications.

Neither the Franchisor nor any of its affiliates are approved suppliers or the only approved supplier of products and services provided.

However, we reserve the right in the future to require you to purchase additional items from us, our designated sources, approved suppliers, or in accordance with specifications. If we do so, the following will apply:

- We will at that time provide you standards, specifications and names of approved suppliers upon request;
- We may derive revenue or other material consideration from your purchases from us or our designated source in the future;
- We may subsequently modify the standards and specifications and the list of approved suppliers;
- If you propose to purchase or lease any equipment, supplies, advertising materials or other products or services not previously approved by us or from suppliers not previously approved by us, you must submit to us a written request for approval or request the supplier to do so itself, prior to your use of the item. We will notify you in writing of the approval or disapproval of the supplier within 90 days of your submittal. We will issue you its criteria for approving suppliers upon written request;
- We reserve the right to revoke our approval of any item at any time upon written notice to you, provided that you may continue to use all remaining items as of the date of receipt of written notice from us.

There are no approved suppliers in which any of our officers or any officers of an Affiliate, or a director of either the Franchisor or Affiliate, have an ownership interest.

Other than hosting revenue from your license of the ServiceSync software, we and our affiliates will not derive any income as a result of your required purchases or leases or as a result of purchases or leases made in accordance with our specifications.

Supplier Rebates

In 20233~~2~~, we did not receive any revenue as a result of your required purchases or leases or as a result of your purchases or leases made in accordance with our specifications.

The estimated proportion of the required purchases and leases by you to all purchases and leases made by you in establishing and operating the franchise business is less than 10%.

There are currently no purchasing or distribution cooperatives that you must participate in. We do not discriminate among our Franchises based upon a particular Franchisee's use of an approved supplier.

On occasion we do negotiate purchase arrangements with suppliers, including price terms, for the benefit of the Franchisees.

We do not provide material benefits to Franchisees based on the Franchisee's purchase of particular products or services or use of particular suppliers.

Insurance

You must carry insurance meeting the following minimum specifications:

A. General liability insurance policy covering bodily injury, property damage and non-owned motor vehicles having a combined single limit of at least $1,000,000 per incident and $2,000,000 aggregate.

B. Workers compensation insurance policy in accordance with state law.

C. Guaranteed Asset Protection (GAP) Insurance. This insurance shall cover the Franchisee in the case of a sub-contractor's insurance policy lapsing and/or is deficient in coverage for any claim the sub-contractor's insurance coverage would or would have been liable for.

D. Umbrella Coverage in the amount of Two Million Dollars ($2,000,000).

The insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from an insurer carrying an A.M. Bests' rating of "A" or better. All of the required policies of insurance shall name Franchisor as additional insured on a primary basis and provide for thirty (30) days advance written notice to Franchisor of their cancellation or modification.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection & acquisition Lease	Sections 6.1, 9.1	Items 7, 11
b. Pre-opening purchases and leases	Sections 6.2	Items 7, 8
c. Site development and other opening issues	Sections 3.1, 6.2,6.4	Items 5, 7
d. Initial and on-going training	Section 7	Item 11
e. Opening	Sections 6.5	Items 7, 11
f. Fees	Sections 4 and 5	Items 5, 6, 7
g. Compliance with standards and policies/operating manual	Sections 8,11 and 13	Items 11, 14
h. Trademarks and proprietary information	Section 14	Items 8, 13, 14

i. Restrictions on products /services offered	Section 13.3	Items 8, 16
j. Warranty and customer service requirements	Sections 8 and 11	Item 11
k. Territory development and sales quotas	Section 11.1, 6	Item 12
l. On-going product / service purchases	Section 13	Item 8, 16
m. Maintenance, appearance and remodeling requirements	Sections 6, 8, 11 and 13	Items 11, 17
n. Insurance	Sections 13.6 11.7	Items 6, 7, 8
o. Advertising	Sections 12	Items 6, 7, 11
p. Indemnification	Sections 14.1 (E), 19.1(B), 19.3	None
q. Owner's participation / management / staffing	Sections 7, 11.5, 13.5	Item 15
r. Records / reports	Section 15	Item 6
s. Inspections / audits	Sections 13.2, 15.4	Items 6, 17
t. Transfer	Section 16	Item 17
u. Renewal	Section 17	Item 17
v. Post-termination obligations	Section 18.6	Item 17
w. Non-competition covenants	Section 20	Item 17
x. Dispute Resolution	Sections 21	Item 17
y. Other		

ITEM 10
FINANCING

We may offer you financing for up to 20% of your Initial Franchise Fee if you meet our qualifications. We do not offer any other direct or indirect financing. The following table summarizes the financing we may offer you for a portion of the Initial Franchise Fee.

Item Financed	Portion of your initial Franchise Fee
Source of Financing	Us
Down Payment	At least 80% of your initial Franchise Fee
Amount Financed	Up to 20% of your initial Franchise Fee
Term (number of years)	1 to 3 years

Interest rate	12% per annum
Amount of Monthly Payment	Varies depending on amount financed
Prepayment Penalty	None
Security Required	Security interest in all your business assets
Guarantee	Personal guarantee from your owners
Consequences of late payment (if not paid within 10 days of due date)	Late fee equal to 5% of amount overdue. In addition, the interest rate increases to 18% of entire unpaid balance
Liability upon Default	Termination of Franchise; you must pay entire amount due; you must pay our attorneys fee and court costs in collecting debt
Loss of Legal Rights Upon Default	None

The Note does not require you to waive defenses or other legal rights, nor does it bar you from asserting a defense against us as the lender.

We do not guarantee your note, lease or obligation. We and our affiliates have no past practice or future intent of selling, assigning or discounting franchisees' financing arrangements to a third party. We and our affiliates do not receive any direct or indirect payments or other consideration from any person for the placement of financing with the lender.

A copy of our Installment Collateral Note appears in this Disclosure Documents Exhibit A.4

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance:

Pre-Opening Obligations

1. Designate the Franchise territory. (Franchise Agreement Section 3 and Exhibit A.).

2. Provide assistance and general criteria for your site (Franchise Agreement Section 9.1.A)

3. Make available to Franchisee access to designated computer software programs, procedure documentation maintained in physical procedures manuals, video content, internet accessible programs ("ServiceSync User Guides" or "Playbook"), cloud storage programs ("DropBox or "One Drive" or "SharePoint") or other forms as available and utilized by Franchisor. Franchisee agrees and shall comply with the Operations Procedures as an essential part of its obligations under this Agreement. (Section 8 of Franchise Agreement).

4. Train you to operate the Franchise Operation, which will include in classroom, in field and post opening training. (Sections 7 and 9 of Franchise Agreement).

We do not provide you with assistance with providing equipment, signs, fixtures, opening inventory, and supplies. There are no required or approved suppliers for these items, nor are there specifications for them. If you need any of these items, you may obtain them from any supplier you choose.

Obligations After Opening. During your operation of the Franchise Operation, we will:

1. Give you reasonable assistance and advice, as necessary in our discretion, for the operation of the Franchise Operation. (Section 10 of Franchise Agreement).

2. Give you access to advertising and promotional materials we develop, the cost of which items we may pass on to you at our option (Section 10 of Franchise Agreement).

3. Have available upon your request, telephone consultation regarding the continued operation and management of the Franchise Operation, and customer relations issues. (Section 10 of Franchise Agreement).

4. On-going updates and information and programs regarding the Franchise Operation business, related Licensed Methods, including information about special or new services or products developed and made available to Franchisees of Franchisor. (Section 10.1.g. of Franchise Agreement)

Site Selection

We provide assistance related to selecting an office site for your Franchised Location. Our assistance will consist of, at a minimum, providing general criteria for advising you in your site selection (Franchise Agreement Section 9.1.A). We will approve or disapprove your proposed site within 14 days of the date you furnish us all information we request regarding the site. The factor we use in evaluating a proposed site is whether it is in a professional business environment. If you and we do not agree on your proposed site, you must locate another site and submit it to us for approval.

Length of Time Before Opening:

You must work diligently to open for business in a timely manner. We estimate that the length of time between execution of the Franchise Agreement and the opening of your Franchise Operation to be approximately 1 to 2 months. The factors that may affect the time period are (i) your ability to attend and satisfactorily complete training; (ii) the time to obtain the necessary computer equipment; (iii) the time to obtain the required insurance; (iv) the time to obtain the required licenses or permits if required by your local authorities. If you do not begin operation of your Franchise Operation within 4 months after you sign the Franchise Agreement, (Section 6.5 of Franchise Agreement). We will have the right to terminate the Franchise Agreement. However, we can mutually agree to extend the time frame.

Advertising

We do not have any marketing or advertising fund to which you must contribute. You do not have to participate in an advertising cooperative of any type. We require that you spend a minimum of $12,000 per year on advertising in your Franchise Territory to effectively grow your business.

You must submit to us, for our approval, samples of all materials to be used for local advertising, unless they have been approved before or they consist only of materials we provide. All materials containing Proprietary Marks must comply with the specifications in the Manuals and in compliance with Section 12 of the Franchise Agreement. All advertising and promotional material must be approved for use by us prior to your use. All advertising and promotional materials you use, including print, television, radio, Internet, computerized media and electronic media (such as for example, the World Wide Web, the Internet, new groups, bulletin boards, e-mail, social networks, Facebook, Twitter), and any other media, must be completely factual, dignified, and comply with the highest standards of ethical advertising and policies we prescribe, as well as with all applicable laws.

You specifically acknowledge and agree that you are not permitted to have or advertise on any website other than one we approve, monitor and control.

We may establish an affiliate to administer advertising and promotional programs.

Computer System

You must use the computer hardware and software system ("collectively, "Computer System") that we periodically designate to operate your franchise. The specifications for your computer hardware

are listed below.

IT Computer Hardware and Software minimum specifications

(1) Laptop or Desk Top Computer per part-time or full-time employee

Processor:	Intel core I5 or better
Processor Speed:	2.6 GHz or better
Hard Drive:	500 GM
Memory:	8GB or more
Operating System:	Latest Version Available
Software:	Microsoft Office 365 Business ~~Trial Version~~
Virus Protection Software	
Hardware/Other	
Printers	All-in One-Color laser

All the data used in your Franchise Operations are stored and processed in the "Cloud." Cloud computing is computation, software, data access, and storage services that is not in a specified, known or static place. Cloud computing is in contrast to processing that takes place in one or more specific servers that are known. All your data is stored remotely on servers. The functions of the Computer System include collecting and running account sales, billing and collections, customer database, CRM, and other operational aspects of your Franchise Operations. Your computer system will handle the invoicing for your Franchise, processing collections from the customers, and managing the customer database. We estimate the cost of your computer hardware to be $2,000 to $5,000.

You must license from us our proprietary Software ("ServiceSync"), System4 Playbooks, User Guides, Billing and Franchisee Software. We own the proprietary software. You must pay, a monthly license, maintenance and current hosting fee of $350. In addition to our proprietary software, you must purchase QuickBooks Online to handle your bookkeeping and financing record-keeping functions. We estimate the current cost of purchasing QuickBooks Online to be $500 to $800 annually.

We are not obligated to upgrade and update the proprietary software you license from us. The cost to upgrade the proprietary software is included in the monthly license, maintenance and hosting fee. The monthly license and maintenance fee is subject to increase not exceeding 10% per year. We are not obligated to upgrade or update any other software or hardware.

Since all the data storage and processing occur in the "Cloud," we will have independent access to the information generated on the Computer System. There are no contractual limitations on our right to access your information.

Operations Manual

After you have signed your Franchise Agreement, we will lend you a copy of our Operations Manual or provide you access to an electronic version. ~~or any other~~. The Operations Manual exists in various formats, including digital forms, and online documents. The Table of Contents to the Operations Manual is attached to this disclosure document as Exhibit E.

Training

We conduct the Franchise training program on an as-needed basis. At least 1 week before the opening of your Franchise Operation, you must satisfactorily complete our initial training course. You may bring up to 2 additional people to the initial training. Our Initial Training course consists of 2 parts: (a) approximately 3 days of classroom training at our Corporate Headquarters in Independence, Ohio, and (b) minimum of 9 days of on-site training in your location (Franchise Agreement, Sections 7.1 and 7.2) our classroom training course is scheduled to end before your scheduled opening. The on-site training may not be conducted consecutively, we anticipate the on-site training will be completed within

90 to 120 days of the opening unless otherwise agreed to.

You are not charged an additional fee for either aspect of the initial training program. You must pay for the costs of travel and living of all persons who attend the training program. You must also pay any salaries of the persons attending training. (Franchise Agreement, Section 7.1)

TRAINING PROGRAM

Subject	Hours of Classroom Training (1)	Hours of on-the-Job Training (1)	Location Where Training Held
Introduction, welcome, concept, strategy, and competition	2	0	Our headquarters in Independence, Ohio
Marketing Accounts	4	5	Our headquarters in Independence, Ohio and in your location
Account Sales and Pricing	28	4	Our headquarters in Independence, and in your location and online Web meetings
Operations Management of Sub-Contractors	8	8	Our headquarters in Independence, Ohio, and in your location and online Web meetings
Management Information Systems Billing, Collections	8	8	Our headquarters in Independence, Ohio and online Web meetings
Operations Quality Control	4	8	Our headquarters in Independence, Ohio and in your location
Sales and Work Order Software Training	16	30	Our headquarters in Independence, Ohio and in your location and online Web meetings
Accounting and Financial Training	8	0	Our headquarters in Independence, Ohio
Totals	78	67	

(1) The length of time spent on each Subject will vary depending on the Franchisees experience and ability.

The Initial Training is supervised by our COO, Scott Kubec. Scott has worked for System4, LLC

for over 19~~5~~ years, and has experience in all facets of business operations. Other instructors are members of our management team, Phillip Kubec, Jackie Sackett, Blake Naegle, Mark Petersen and Bryan Moledor. Phillip Kubec has over 35~~0~~ years' experience in training franchises, account sales, and all facets of business operations. Scott Kubec has over 25~~0~~ years' experience in account sales and operational management.

The instructional materials we will use include our Operations Manual, our proprietary software, handouts and other materials we deem appropriate.

We may conduct ongoing training courses, seminars, conventions, or similar meetings ("Ongoing Training") at locations we determine. The purpose of the Ongoing Training is to present relevant business trends and share new information relating to various facility services and numerous business issues. If we give you at least 60 days' notice that your attendance is mandatory, you must attend the Ongoing Training. We will not charge a fee for you to attend Ongoing Training, but you are responsible for any and all transportation and living expenses incurred by you and your staff for attending the Ongoing Training. We will not require you to attend Ongoing Training more than 2 times in any 12-month period. The Ongoing Training sessions will not last more than 3 days each. (Section 7.2 of Franchise Agreement)

We may require you to attend Refresher Training if you demonstrate difficulty in any of the following areas.

(a) Falling below the minimum amount of royalties as outlined in Section 5.4 of the Franchise Agreement.

(b) Showing a negative growth rate for 3 or more consecutive quarters.

(c) Excessive (6 or more in a rolling 12-month period) customer complaint problems. Customers calling/emailing to the Franchisor its issues and they continue to remain unsolved and are deterring the Mark.

Under any of the above circumstances, Franchisor may give Franchisee notice that Franchisee must attend and successfully complete Refresher Training. In that event, Franchisor may charge Franchisee its then-current Refresher Training Fee. Currently the fee is $300.00 per day per attendee. In addition, you are responsible for the travel and living expenses incurred by you and your staff for attending the Refresher Training. You must attend the Refresher Training within 30 days of receiving our notice.

ITEM 12
TERRITORY

Grant for a Specific Area

Your System4® Franchise is granted only for your specific approved location.

You will be granted the exclusive right to operate one (1) Franchise Operation at a specific office location within the defined Franchise Territory. The Franchise Territory will be designated in Section 1 of Exhibit A.1 of the Franchise Agreement. The Franchise Territory will be described generally by county or city boundaries. The size of the Franchise Territory will include between 500,000 and 3,000,000 people and will depend on factors including population density, the distribution of available advertising mediums, the amount of initial franchise fee you plan to invest, and the size of the geographic area in which you wish to operate your business.

We will not grant rights or authorize any other person or entity or our own company owned outlet to locate a business operating under our Marks or Licensed Methods in your Franchise Territory.

You may not perform any services outside the Franchise Territory without our prior written consent. You may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Franchise Territory.

We (on behalf of ourselves and our affiliates) retain the right, in our sole discretion:

(1) to operate, or to grant other persons the right to operate, System4 Franchised Offices at such locations outside your Franchise Territory on such terms and conditions as we deem appropriate; and

(2) to offer or provide the services authorized for System4 Franchised Offices under the Marks, either inside or outside your Franchise Territory, through such similar and dissimilar channels of distribution (including the internet, telemarketing, or other direct marketing sales) and under such terms and conditions as we deem appropriate ("alternative distribution channels"). Any such sales occurring within your "Franchised Territory" will be the Franchisees revenues provided the Franchisee manages and services the customer. If the Franchise declines to service and manage the customer, the Franchisor will provide the services and then will be entitled to a revenue as it relates to the declined customers.

We will permit the relocation of your office within the Franchise Territory, but we must approve your new location. You may not relocate your office outside your Franchise Territory.

We do not grant you options, rights of first refusal, or similar right to acquire additional franchises.

Your exclusive rights within your Franchise Territory is not contingent on your achieving performance standards. However, you must comply with the following Minimum Royalty requirement for the term of your Franchise Agreement:

Months Operating	Minimum Monthly Royalty
1-12	Actual Royalty- no minimum
13-24	$1,800 average
25-36	$2,600 average
37-48	$3,400 average
49 and up	$4,600 average

If you do not achieve the above minimum royalty payments for any reporting period, you must develop a performance plan within 30 days of receipt of our notice, which plan will realistically fulfill the minimum performance objectives. If the performance plan is in place for 6 months and you continue to fail to meet the minimum performance objectives, then you (a) have the option to stay in compliance with the agreement by paying us the amount of royalties that would be due monthly if you met the minimum performance objectives, less any royalties actually paid by you; or (b) may offer to sell the Franchise Operation to us at negotiated fair market value. If we elect not to purchase the Franchise Operation, you have the option to sell the Franchise Operation to a 3rd party within 12 months of the date of our refusal to purchase. If you do not sell the Franchise Operation within the said 12-month period, we may take any other remedial action available under the Franchise Agreement, including termination.

We have established a National Account Program, in which you may participate. If you participate in the National Account Program, you must agree to the terms and conditions we establish for that Program. We have the right to enter into National Account Agreements to provide Facility Services Management services to businesses or entities having offices or other commercial premises outside of or within the Franchise Territory. A National Account may be serviced by multiple Franchisees in different Franchise Territories, but not necessarily in all Franchise Territories. We reserve the right to establish or discontinue such a National Accounts Program; we have no obligation to do so. Under the National Accounts Program, we may engage in electronic commerce through any

Internet, World Wide Web or other computer network site, or sell through any other alternative distribution channel under such National Accounts Program, to secure a Work Order for any product or service calling for delivery or performance in your Franchise Territory. We may perform on-demand services to potential National Accounts in your Franchise Territory to demonstrate capabilities. This activity does not violate your territorial protection. You have the right to service any accounts that are part of a National Account Agreement and are located within your Franchise Territory. All revenues generated from National Accounts serviced by you shall be your property, subject to the royalties, a one-time fee not to exceed 100% of one full month of margin retention, and any other fees due us. We may retain an administrative fee for National Account operational and accounting support. If you fail to service accounts to the satisfaction of the customer or decline to service any National Accounts in your Franchise Territory, you forfeit your rights to those accounts. In those instances, we will receive all rights to those accounts and may have a third-party service these accounts. We will be responsible for all the billings and customer service functions for National Accounts but do not guarantee payment by said National Accounts. Please refer to the Franchise Agreement in this Disclosure Document for further details on the National Account program as it relates to operating your Franchise.

We do not operate, franchise, or have plans to operate or franchise a business offering selling similar goods or services under a different mark.

ITEM 13
TRADEMARKS

Principal Trademark

We grant you the right to operate a Franchise under the name and mark System4® ("Mark"). You may also use other current or future Marks we may authorize in the future in connection with your Franchise Operation. By Mark we mean trade names, trademarks, service marks and logos used to identify the franchise. We registered the Mark with the United States Patent and Trademark Office ("USPTO") on February 21, 2006 on the Principal Register of the United States Patent and Trademark Office ("USPTO"), Registration Number 3,060,287, in Class Number 37. On March 23, 2012, the Patent and Trademark Office accepted our Section 8 & 15 affidavit for the mark and on March 21, 2015, the Patent and Trademark Office accepted our Section 8 & 9 affidavit.

Currently Effective Trademark Determinations

There are no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, any pending interference, opposition, or cancellation proceedings involving any of the above-referenced Mark. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Mark in a manner material to you. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Mark in this state of any other state in which the Franchised business is to be located. There is no pending material federal or state court litigation regarding our use or ownership rights in any Mark.

Protection of Your Right to Use the Trademark

Under the Franchise Agreement you must notify us immediately in writing of any apparent infringement or of challenge to your use of any Mark, or claim by any person other than us of any rights in any Mark or any similar trade name, trademark or service mark of which you become aware. You may not communicate with any person other than us and our counsel in connection with such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U. S. Patent and Trademark Office proceeding or any other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You further agree under the Franchise Agreement to sign any and all instruments and documents, render such assistance and do whatever may be necessary or advisable to protect and maintain our interest in any

such litigation, U. S. Patent and Trademark Office proceeding or other administrative proceedings or otherwise to protect and maintain our interests in the Marks.

We agree to indemnify you against and to reimburse you for all direct, but not consequential (including, but not limited to, loss of revenue and/or profits), damages for which you are held liable in any proceedings arising out of the use of any Mark under and in compliance with the Franchise Agreement, and for all costs reasonably incurred by you in the defense of any such claim brought against you or in any such proceeding in which you are named as a party, provided that you have timely notified us of such claim or proceeding and have otherwise complied with the Franchise Agreement.

You agree in the Franchise Agreement not to use any of our names or marks in the name of any corporation, partnership, limited liability company, or other entity you form or use in connection with the franchise or otherwise.

We may, in our sole and absolute discretion, change, modify or substitute our Mark. If we change our Mark, you must implement those changes at your expense, and we are not required to reimburse you for your costs in doing so.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

There are no registered patents or copyrights that are material to the franchise.

Our Operations Manual and other manuals contain material, which we consider to be trade secrets. We claim copyright protection for these manuals although we have not filed any copyright applications concerning them. You must follow our directions in protecting our manuals and other trade secret material from unauthorized disclosure. You must use our proprietary material only in the way we direct.

There are no currently effective material determinations of the copyright office or any court regarding any of our copyrighted or proprietary materials. There are no agreements currently in effect that limit our rights to use or license the copyrighted or proprietary materials or any of our confidential information. We do not know of any superior prior right or infringing uses of our copyrighted materials or our proprietary information that could materially affect your use of those materials or information. We are not required by any agreement to protect or defend our copyrights or proprietary information, although we intend to protect our Licensed Methods. We will not indemnify you for losses brought by a third party concerning your use of this information.

Proprietary and Confidential Information

We can require your managers and supervisors to sign a confidentiality agreement in which they promise to keep all of our proprietary information confidential and to follow our directions regarding its use.

All confidential and proprietary information is owned by the Franchisor controls the distinctive plan for establishing, implementing, operating, and promoting the Franchise Operations which provides Facility Services Management. The “Licensed Methods”, which include, but are not limited to, Facility Services Management business, which know-how is hereinafter referred to as the "Licensed Methods; which include proprietary methods and software for sub-contracting; customer relations; marketing techniques; written promotional materials and Operations Manual contents; advertising; and accounting Licensed Methods; all of which constitute trade secrets of the Franchisor. The Franchisee acknowledges that Franchisor has valuable rights in and to such trade secrets. Franchisee further acknowledges that it has not acquired any right, title, or interest in the Licensed Methods, except for the right to use the Licensed Methods in operating the Franchise Operation, and that any and all innovation,

additions, or improvements made to the Licensed Methods, even if by Franchisee, shall belong to Franchisor.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You do not have to be the actual on-premises manager of the System4® Franchise Operation. However, we recommend that you do so to maintain better control over your operation. We believe that only a person with an ownership interest can adequately ensure that the standards of quality established by us are being provided to customer.

Unless we agree otherwise, your System4® Franchise Operation must be supervised by a designated manager who has taken and successfully completed our training course. Your manager does not have to have any ownership interest in your Franchise.

If you are a corporation or limited liability company, your owners, members, directors and officers must sign an agreement to personally and unconditionally guarantee your obligations under the Franchise Agreement and agree to be personally bound by, and personally liable for, the breach of every provision of the Franchise Agreement. The owners or the designated manager must agree to maintain confidentiality of the proprietary information described in Item 14 and to conform to the covenants not to compete described in Item 17. The same applies to your partners if you are a partnership and to your spouse if you are married and your spouse is not a partner in the franchise business.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must only offer services as permitted by applicable law. ("Authorized Services") to commercial businesses and government facilities under the "System4®" names and marks: Janitorial, Carpet Cleaning, Window Washing, Pressure Washing, Hard Surface Floor Care, Landscaping, Parking Lot Sweeping, Pest Control, Painting, Handyman Services, Construction Cleanup, Snow Removal, Light Bulb Replacement, Document Shredding, HVAC, Plumbing, Electrical, Recycling Services, Hood Cleaning, and Restroom Sanitizing.

You are not required to offer all the Authorized Services; you may select which Authorized Services you wish to offer.

There are no restrictions on our right to change authorized goods and services to be offered by you.

ITEM 17
RENEWAL, TERMINATIONS, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of franchise term Agreement	Section 17.1	The term is 20 years.
b. Renewal or extension of the term	Section 17.2	Option to renew for an additional 10-year term.

Provision	Section in Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 17.3	You must give written notice of renewal at least 180 days but no more than 1 year prior to expiration, sign the then current Franchise Agreement, which may be materially different from your existing franchise agreement, sign release, pay renewal fee, and be in compliance with the Franchise Agreement.
d. Termination by franchisee	Section 18.1	If we materially breach the Franchise Agreement and fail to cure within 30 days after notice.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Sections 18.2 and 18.3	We can terminate only if you commit any one of listed violations.
g. "Cause" defined – curable defaults	Section 18.2,18.3, and 18.4	Material misrepresentation or omission in application, unauthorized opening, abandonment, felony conviction, unauthorized assignment, repeated defaults and material adverse conduct.
h. "Cause" defined – non-curable defaults	Section 18.2 and 18.3	Notice and cure period in 10 days for monetary defaults and 30 days for other defaults.
i. Franchisee's obligations on termination / non-renewal	Section 18.6	Cease operating franchised business, cease using confidential information and Marks, cancel assumed or similar name registrations, payment of all amounts due, complete de-identification, assign telephone numbers and name, return Operation Manual, Business Manual and Sales Manual and other manuals and promotional items and comply with covenants.
j. Assignment of contract by franchisor	Section 16.5	No restriction on our right to assign.
k. "Transfer" by franchisee - Defined	Sections 16.1	Includes transfer of any interest in the Franchise Agreement, assets or change of any interests in franchise.
l. Franchisor's approval of transfer by franchisee	Section 16.3	We must approve all transfers but will not unreasonably withhold approval.

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor's approval of transfer	Section 16.2	You must be in full compliance, transferee must sign then current Franchise Agreement (which may differ materially from your Franchise Agreement) pay a transfer fee, transfer of lease and complete our training program. You must sign a release of claims.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.4	For 30-day period, we have the right to match any offer.
o. Franchisor's option to purchase franchisee's business	Section 18.5	We may purchase your business upon termination of expiration of your Franchise Agreement. Does not include real property other than leasehold interest.
p. Death or disability of franchisee	Section 16.6	Your representative must notify us within 30 days of death to continue operation. Franchise must be assigned to an approved buyer within 180 days (or longer if required by probate proceedings); there must always be a designated trained manager at the Franchise Operation.
q. Non-competition covenants during the term of the franchise	Section 20.1	No involvement with a competing business for 2 years within 100 miles of your Territory or of any other System4® Franchisee or company owned System4 business.
r. Non-competition covenants after the franchise is terminated or expires	Section 20.2	No involvement with any competing business located anywhere.
s. Modification of the agreement	Section 23.1	Generally, no modifications; but Manuals are subject to change.
t. Integration/merger clause	Section 23.2	The Franchise Agreement constitutes the entire agreement between the parties. Nothing in the Franchise Agreement or any related agreement is meant to disclaim representations made by us in this Franchise Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and the Franchise Agreement or other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 21.2	Except for certain claims, all disputes must be arbitrated in Cleveland, Ohio
v. Choice of forum	Section 21.1	Litigation must be in Ohio Courts (subject to state law)

Provision	Section in Franchise Agreement	Summary
w. Choice of Law	Section 21.1	Federal Arbitration and Ohio law applies (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote our franchise system, but we reserve the right to do so in the future.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

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.

The information in the tables below is based on reports submitted to us by 46 fully-reporting System4 Franchisees for 20232 located in the United States that were in operation for more than a year by the month of December 20232. The information was collected by us but has not been independently audited or verified. This information does not reflect company owned regions.

Table 1 shows the high and low and average Annual Revenue in 20232 for the 496 Franchisees who reported their information to us. Table 2 shows the high and low Annual Revenue in 20232 for the 13 Franchise locations that were open 10 years or longer as of December 31, 20232, along with the average and median figures. Table 3 shows the high and low Annual Revenue in 20232 for the 4037 Franchise locations that were open 36 months or longer as of December 31, 20232, along with the average and median figures. Table 4 shows the Annual Revenues in 20232 by the Employees of each of the 496 Franchise locations.

There are no deductions reflected in any of the numbers in Tables 1 through 4.

Table 1

20232 High and Low and Average Annual Revenue for all 496 reporting locations

High Annual Revenues	~~$17,543,921~~ $17,138,470
Low Annual Revenues	~~$202,003~~ $72,629
Average Revenues	~~$1,869,925~~ $1,697,076

Table 2

20232 High, Low, Average and Median Annual Revenue for 13 locations opened 10 years or longer

High Annual Revenues	~~$17,543,921~~ $17,138,470

Low Annual Revenues	~~$938,341~~ $890,496
Average Annual Revenues	~~$3,985,870~~ $4,102,033
Median Annual Revenues	~~$2,430,058~~ $2,247,281

~~Note on Table 2: One franchise was divided into 2 franchises in 2022, causing 1 less franchise to be categorized in Table 2 from 2021 to 2022.~~

Table 3

2022 High, Low, Average and Median Gross Sales for ~~4037~~ locations opened 36 months or longer

High Annual Revenues	~~$17,543,921~~ $17,138,470
Low Annual Revenues	~~$342,565~~ $277,804
Average Annual Revenues	~~$2,202,911~~ $2.209,881
Median Annual Revenues	~~$1,511,261~~ $1,408,162

*"Revenues" consists of the following: The entire amount of all gross sales and business receipts derived by the Franchisee arising out of the operation of the Franchise business, or through or by means of the business conducted in connection therewith, whether for cash or credit, but excluding: (1) sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; and (2) all bona fide customer refunds and approved rebates, discounts and allowances.

Table 4

Annual Revenues per Employee

Annual Revenue per Employee as of 12/31/2023~~2~~

** Note: all services are provided by Independent Contractors not by the employees of the Franchise locations. Employee numbers noted below are the only direct employees, administration, account manager, sales reps, or operations managers the Franchisees have.

Months in Operation	Number of Employees	Revenue	Annual Revenues Per Employee	Months in Operation	Number of Employees	Revenue	Annual Revenues Per Employee
53	2	$ 2,816,366	$ 1,408,183	53	1.5	$ 931,737	$ 621,158
220	8	$11,248,875	$ 1,406,109	53	1	$ 616,127	$ 616,127
73	1.5	$ 2,075,847	$ 1,383,898	60	1	$ 604,340	$ 604,340
175	5	$ 6,230,008	$ 1,246,002	78	1	$ 593,410	$ 593,410
79	3	$ 3,562,578	$ 1,187,526	70	1	$ 534,184	$ 534,184
224	2	$ 2,243,782	$ 1,121,891	79	1	$ 508,191	$ 508,191
220	2	$ 2,208,432	$ 1,104,216	60	1	$ 448,632	$ 448,632
61	2	$ 2,199,669	$ 1,099,834	27	1	$ 413,876	$ 413,876

171	1	$ 1,076,437	$ 1,076,437	60	1.5	$ 617,333	$ 411,555
196	16	$17,138,470	$ 1,071,154	78	1	$ 392,932	$ 392,932
112	1	$ 1,012,867	$ 1,012,867	27	1	$ 385,945	$ 385,945
78	1.5	$ 1,453,605	$ 969,070	61	1.5	$ 553,219	$ 368,813
93	2	$ 1,842,420	$ 921,210	65	1	$ 361,018	$ 361,018
199	1	$ 890,496	$ 890,496	27	1	$ 349,650	$ 349,650
78	2	$ 1,696,863	$ 848,432	40	1	$ 322,088	$ 322,088
170	2	$ 1,646,759	$ 823,380	26	1	$ 284,841	$ 284,841
184	4	$ 3,251,497	$ 812,874	203	1	$ 277,804	$ 277,804
77	2	$ 1,608,307	$ 804,153	32	1.5	$ 357,622	$ 238,415
187	3	$ 2,250,779	$ 750,260	40	1	$ 221,664	$ 221,664
60	1.5	$ 1,117,687	$ 745,125	12	1	$ 189,652	$ 189,652
70	1	$ 721,832	$ 721,832	36	1	$ 141,015	$ 141,015
191	2	$ 1,408,162	$ 704,081	40	1	$ 139,719	$ 139,719
181	1.5	$ 1,034,368	$ 689,579	24	1	$ 127,444	$ 127,444
218	4	$ 2,698,369	$ 674,592	24	1	$ 82,038	$ 82,038
77	3	$ 1,892,194	$ 630,731	24	1	$ 72,629	$ 72,629

~~Months in Operation~~	~~Number of Employees~~	~~Revenue~~	~~Annual Revenues Per Employee~~	~~Months in Operation~~	~~Number of Employees~~	~~Revenue~~	~~Annual Revenues Per Employee~~
~~208~~	~~6~~	~~$ 9,588,043.47~~	~~$ 1,598,007.25~~	~~206~~	~~4~~	~~$ 2,515,821.55~~	~~$ 628,955.39~~
~~61~~	~~1.5~~	~~$ 2,065,733.10~~	~~$ 1,377,155.40~~	~~41~~	~~1.5~~	~~$ 916,272.12~~	~~$ 610,848.08~~
~~159~~	~~1~~	~~$ 1,275,565.39~~	~~$ 1,275,565.39~~	~~58~~	~~1~~	~~$ 602,847.00~~	~~$ 602,847.00~~
~~41~~	~~2~~	~~$ 2,495,195.89~~	~~$ 1,247,597.95~~	~~158~~	~~3~~	~~$ 1,768,707.71~~	~~$ 589,569.24~~
~~163~~	~~5~~	~~$ 5,969,879.42~~	~~$ 1,193,975.88~~	~~41~~	~~1~~	~~$ 574,979.31~~	~~$ 574,979.31~~
~~172~~	~~2.5~~	~~$ 2,818,084.22~~	~~$ 1,127,233.69~~	~~30~~	~~2.5~~	~~$ 1,433,716.14~~	~~$ 573,486.46~~
~~184~~	~~16~~	~~$ 17,543,921.88~~	~~$ 1,096,495.12~~	~~12~~	~~1~~	~~$ 536,612.31~~	~~$ 536,612.31~~
~~81~~	~~2~~	~~$ 1,910,098.44~~	~~$ 955,049.22~~	~~53~~	~~1.5~~	~~$ 790,455.70~~	~~$ 526,970.47~~
~~100~~	~~1~~	~~$ 937,650.33~~	~~$ 937,650.33~~	~~66~~	~~1~~	~~$ 509,053.68~~	~~$ 509,053.68~~
~~67~~	~~3~~	~~$ 2,758,751.53~~	~~$ 919,583.84~~	~~187~~	~~2~~	~~$ 1,004,812.12~~	~~$ 502,406.06~~

~~48~~	~~1~~	~~$ 909,109.67~~	~~$ 909,109.67~~	~~15~~	~~1~~	~~$ 490,585.51~~	~~$ 490,585.51~~
~~208~~	~~3~~	~~$ 2,430,058.00~~	~~$ 810,019.33~~	~~179~~	~~3~~	~~$ 1,456,957.15~~	~~$ 485,652.38~~
~~66~~	~~2~~	~~$ 1,587,633.43~~	~~$ 793,816.72~~	~~65~~	~~4~~	~~$ 1,933,177.74~~	~~$ 483,294.44~~
~~86~~	~~1.5~~	~~$ 1,180,859.24~~	~~$ 787,239.49~~	~~169~~	~~2~~	~~$ 938,341.81~~	~~$ 469,170.91~~
~~66~~	~~2~~	~~$ 1,536,883.76~~	~~$ 768,441.88~~	~~48~~	~~1~~	~~$ 434,565.93~~	~~$ 434,565.93~~
~~212~~	~~4~~	~~$ 3,020,480.69~~	~~$ 755,120.17~~	~~15~~	~~1.5~~	~~$ 536,903.87~~	~~$ 357,935.91~~
~~175~~	~~2~~	~~$ 1,485,638.70~~	~~$ 742,819.35~~	~~66~~	~~1~~	~~$ 342,565.00~~	~~$ 342,565.00~~
~~48~~	~~2~~	~~$ 1,479,060.42~~	~~$ 739,530.21~~	~~67~~	~~1.5~~	~~$ 512,829.17~~	~~$ 341,886.11~~
~~58~~	~~1~~	~~$ 721,589.06~~	~~$ 721,589.06~~	~~15~~	~~1~~	~~$ 296,761.06~~	~~$ 296,761.06~~
~~49~~	~~3~~	~~$ 2,118,616.25~~	~~$ 706,205.42~~	~~28~~	~~1~~	~~$ 258,076.59~~	~~$ 258,076.59~~
~~49~~	~~1~~	~~$ 706,099.25~~	~~$ 706,099.25~~	~~20~~	~~2~~	~~$ 504,330.87~~	~~$ 252,165.44~~
~~65~~	~~3~~	~~$ 2,027,037.30~~	~~$ 675,679.10~~	~~28~~	~~1~~	~~$ 202,003.42~~	~~$ 202,003.42~~
~~48~~	~~1~~	~~$ 640,342.76~~	~~$ 640,342.76~~	~~191~~	~~2~~	~~$ 249,887.00~~	~~$ 124,943.50~~

Material Bases and Assumptions

The Franchise businesses represented in the Table above are substantially similar to the concept being offered to you.

The Revenues are NOT net of subcontractor fees or other operating expenses. We have not provided information regarding costs and expenses because we do not regularly collect that data from Franchisees, and we do not operate enough company-owned businesses from which we could present reliable figures.

The financial performance representations in this Item 19 do not reflect the cost of sales, sub-contractor fees, operating expenses, or other costs or expenses that must be deducted from the gross revenues figures to obtain your net income or profit. You will incur at least the following expenses, and possibly more: inventory, labor, occupancy costs, pre-opening expenses, depreciation and amortization, taxes, insurance, operating expenses, royalty fees to us, other fees to us in the Franchise Agreement, professional fees, software fees, bank charges, telephone, repairs. All of your expenses will affect the operating profit, net income and/or cash flow of your System4 Franchise business and should be carefully considered and evaluated.

These financial performance representations do not necessarily reflect the actual Gross Revenues that you may experience. In addition, your results will vary depending on a number of factors which you should consider carefully in evaluating this information and in making any decision to purchase a franchise. These factors include: business skills, motivation, quality, effort, and effectiveness of the you and your staff and management; the quality of your customer service; location of your business; market conditions; weather and climate conditions; the effectiveness of your marketing efforts; the quality and effectiveness of your staff; income and demographic characteristics in your particular market area; the degree and quality of competition in your market area; number of years of operation; as well as conditions generally prevailing in the local and national economy, and, in particular, in your local market.

Prospective franchisees or sellers of franchises should be advised that no Certified Public Accountant has audited these figures or expressed his/her opinion with regard to their content of form. The amounts have not been audited or reviewed for reasonableness by independent auditors.

The financial performance representations in this Item 19 do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your System4 Franchise business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

Some outlets have sold these amounts. Your individual results may differ. There is no assurance that you will sell as much.

You should conduct an independent investigation of the costs and expenses you will incur in operating your System4 Franchise business. We encourage you to consult with your own accounting, business, and legal advisors to assist you to prepare your budgets and projections, and to assess the likely or potential financial performance of your System4 Franchise business. We also encourage you to contact existing System4 Franchisees to discuss their experiences with the system and their business. Existing franchisees are your best source of information.

Written substantiation of the data we used in preparing this statement will be made available upon reasonable request.

Except as set forth above, 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 System4, LLC at 4700 Rockside Road, Suite 610, Independence, Ohio 44131 (216) 524-6100, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
System wide Outlet Summary

For Years 2020 to 2022

	YEAR	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	52	54	+2
	2022	54	74	+2
	2023	74	57	+3
Company Owned	2020	1	0	-1
	2021	0	2	+2
	2023	2	1	-1
Total Outlets	2021	52	52	+3
	2022	52	85	+3
	2023	85	58	+3

The remainder of this page is left blank intentionally.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than Franchisor)
For Years 2020 - 2022

State	Year	Number of Transfers
Colorado	20210	0
	20221	10
	20232	01
District of Columbia	20210	10
	20221	01
	20232	0
Florida	20210	01
	20221	0
	20232	10
Georgia	20210	01
	20221	0
	20232	0
Maryland	20210	10
	20221	01
	20232	0
Ohio	2021	0
	2022	0
	2023	2
Pennsylvania	20210	10
	20221	01
	20232	0
Texas	20210	01
	20221	10
	20232	01
Virginia	20220	02
	20221	02
	20232	0
Totals	20210	25
	20221	51
	20232	21

Table 3
Status of Franchised Outlets
For Years 20210 – 20232

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Alabama	20210	11	00	00	00	00	00	11
	20222021	11	10	00	00	00	00	21
	20232	21	01	0	0	0	0	2
Arkansas	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	10	0	0	0	10
Arizona	20212020	22	00	00	00	00	00	22
	20222021	22	00	00	00	00	00	22
	20232	2	0	0	0	0	0	2
California	20212020	66	00	00	00	00	00	66
	20222021	66	00	00	00	00	00	66
	20232	6	0	0	0	0	0	6
Colorado	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Connecticut	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
District of Columbia	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Delaware	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Florida	20212020	44	00	00	00	10	00	44
	20222021	44	20	0	0	11	0	64
	20232	46	20	0	0	10	0	6
Georgia	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Idaho	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Illinois	20212020	11	00	00	00	00	00	11
	20222021	1	0	0	10	0	0	11
	20232	0	0	0	1			1
Indiana	20212020	11	00	00	00	00	00	11
	20222021	1	0	0	0	0	0	1
	20232	1	0	0	0	0	0	1
Kentucky	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Massachusetts	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Maryland	20210	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 Year
	2021	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	2
Michigan	20212020	1	0	0	0	0	0	1
	20222021	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Minnesota	20212020	1	0	0	0	0	0	1
	20222021	1	0	0	0	1	0	1
	2023	0	0	0	0	1	0	1
Missouri	20212020	1	0	0	0	0	0	1
	20222021	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Hampshire	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
New York	20212020	1	0	0	0	0	0	1
	20222021	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Jersey	20212020	0	1	0	0	0	0	1
	20222021	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Nevada	20212020	2	0	0	0	0	0	2
	20222021	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
North Carolina	20212020	1	0	0	0	0	0	1
	20222021	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	20212020	3	0	0	0	0	0	3
	20222021	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Oklahoma	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	0	0	1	0	0	0	0
Oregon	20212020	1	0	0	0	0	0	1
	20222021	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Pennsylvania	20212020	2	0	0	0	0	0	2
	20222021	2	0	0	0	0	0	2
	20232021	2	0	0	0	0	0	2
Rhode Island	20212020	1	0	0	0	0	0	1
	20222021	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
South Carolina	20212020	3	0	0	0	0	0	3
	20222021	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Tennessee	20212020	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	20222021	22	00	00	00	00	00	22
	20232	2	0	0	0	0	0	2
Texas	20212020	33	10	00	00	00	00	43
	20222021	43	01	00	00	00	00	44
	20222021	4	0	0	0	0	0	4
Utah	20212020	11	00	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Virginia	20212020	11	10	00	00	00	00	21
	20222021	21	01	00	00	00	00	22
	20232	2	0	0	0	0	0	2
Washington	20212020	10	01	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	20232	1	0	0	0	0	0	1
Wisconsin	20212020	10	01	00	00	00	00	11
	20222021	11	00	00	00	00	00	11
	2022	1	0	0	0	0	0	1
Totals	20212020	5249	33	00	00	00	00	5552
	20222021	5552	33	00	00	10	00	5855
	2022	585	32	02	0	10	0	58

The remainder of this page is left blank intentionally.

Table 4
Status of Company Owned Units
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
FL	20212020	00	00	00	00	00	00
	20222021	00	00	10	00	00	10
	20232	01	0	10	0	0	1
TX	20212020	10	00	01	00	01	10
	20222021	01	00	00	00	10	01
	20232	0	0	0	0	10	0
Totals	20192021	41	0	0	0	0	4 1
	2020 2022	14	0	0	0	10	04
	2021 2023	05	0	01	0	01	05

Table 5
Projected Openings as of January 1, 20254

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
California	**0**	**2**	**0**
Florida	**0**	**1**	**0**
New York	**0**	**1**	**0**
Tennessee	**0**	**01**	**0**
Texas	**0**	**1**	**0**
NebraskaHawaii	**0**	**1**	
Total	**0**	**6**	**0**

Exhibit F is the list of current Franchisees as of December 31, 20232 (58). Some Franchisees have more than 1 territory, so the number of names listed will not necessarily match the number of territories.

Exhibit G lists the name and last known city, state and business telephone number of all Franchisees (10) who have had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year (20231) or who have not communicated with the franchisor within 10 weeks of the issuance date of this Franchise Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and formed franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations associated with the system being offered.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit B to this disclosure document are the consolidated audited balance sheets for System4, LLC and Subsidiaries as of December 31, 2021~~0~~, December 31, 2022~~1~~ and December 31, 2023~~2~~, and the audited Consolidated Statements of Operations and Consolidated Statements of Change in Member's Equity and Cash Flow for the years ended December 2021~~0~~, December 2022~~1~~, and December 2023~~2~~.

ITEM 22
CONTRACTS

The following contracts are attached as exhibits to the Disclosure Document

A - Franchise Agreement

A.1 Location and Initial Franchise Fee

A.1.A Royalty Fees

A.2 Statement of Ownership

A.3 Guaranty and Assumption of Franchisee's Obligations

A.4 Installment Collateral Note

A.5 Telephone Number, Intranet Domain Name and E-mail Address Assignment

A.6 Software License Addendum

A.7 Confidentiality and Non-Competition Agreement

A.8 Authorization for ACH

A.9 Acknowledgement

ITEM 23
RECEIPT

Two copies of a document acknowledging your receipt of this disclosure document appear at the end of this disclosure document (following the exhibits and attachments). Please sign both copies, return one copy to us and retain the other copy for your records.

SYSTEM4, LLC

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

SYSTEM4, LLC

EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Exhibit B to this disclosure document includes the consolidated audited balance sheets for System4, LLC and Subsidiaries as of December 31, 2021 and December 31, 2022, and the audited Consolidated Statements of Operations and Consolidated Statements of Change in Member's Equity and Cash Flow for the years ended December 2020, December 2021, and December 2022.

SYSTEM4, LLC

EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT
STATE ADMINISTRATORS

California

Jan Lynn Owen
California Department Financial Protection and Innovation
320 West 4th Street #750
Los Angeles, CA 90013-2344
(213) 576-7500
Toll Free #: 866/275-2677

Illinois

Kwame Raoul
Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-7042

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236

Virginia

Ronald W. Thomas
Director, Division of Securities
and Retail Franchising
State Corporation Commission
1300 E. Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

Washington

Bill Beatty
Securities Administrator
Dept. of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507-9033
(360) 902-8760

Wisconsin

Patricia Struck
Administrator, Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, WI 53701-1768
(608) 266-8559

SYSTEM4, LLC

EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT
AGENTS FOR SERVICE OF PROCESS

California

Los Angeles:
California Commissioner of Department of Financial Protection and Innovation
320 West Fourth Street
Los Angeles, CA 90013-2344

Illinois

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Maryland

Maryland Securities Commissioner
Securities Division
200 St. Paul Place
Baltimore, MD 21202

New York

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

Virginia

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

Washington

Director
Washington Department of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater WA 98501
(360) 902-8760

Wisconsin

Wisconsin Commissioner of Securities
345 W. Washington
Fourth Floor
Madison, WI 53703

SYSTEM4, LLC

EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT
TABLE OF CONTENTS TO THE OPERATIONS MANUAL

SYSTEM4, LLC

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES AS OF DECEMBER 31, 2022 (58)

Central Alabama Facility Services LLC
System4 of Central Alabama
106 Oxmoor Rd. Suite 146
Birmingham, AL 35209
(205) 621-6687

BTS Worldwide LLC
System4 of Huntsville
600 Boulevard South
Suite 104
Huntsville, AL 35802
(938) 200-0990

~~Rellim Services INC.~~
~~System4 Facility Services of NWA~~
~~210 North Walton Blvd.~~
~~Suite 30~~
~~Bentonville, AR 72712~~
~~479-802-0802~~

Flying Squirrel Enterprises Inc.
System4 of Phoenix
11811 North Tatum Blvd.
Suite 1065
Phoenix, AZ 85028
602-314-6800

Facility Services MGT, LLC
~~DBA —~~System4 of Tucson
7739 East Broadway Blvd.
Suite 148
Tu~~c~~cson, AZ 85710
520-463-3902

Pacific Coast Commercial Cleaning Inc.
System4 of Southern California
1945 Camino Vida Roble, Suite O
Carlsbad, CA 92008
(760) 930-2051

Four J's LLCSystem4 of LA West
200 Continental Blvd. Suite 210
El Segundo, CA 90245
(310) 734-1936

Meta Maintain Management
System4 of Sacramento
1024 Iron Point Rd
St. 100- #1229
Folsom, CA 95630
(916) 922-3643

JBZ Group LLC
System4 San Francisco East Bay
1660 School St. Ste. 105-CMoraga, CA 64556
(415) 802-2081

Pacific Coast Commercial Cleaning Inc.
System4 of Orange County
333 City Blvd. West
Suite 1746B
Orange, CA 92868
(714) 912-3027

Castillo Capital Investments INC.
System4 of North San Joaquin Valley
672 West 11th Street
Suite 342
Tracy, CA 95376
209-229-7993

Covalent Facility Maintenance, Inc
DBA System4 of Central Colorado
27740 E. Lakeview Dr.
Aurora, CO 80016
720-386-0058

Di Bro Holdings Inc.
System4 Connecticut
425 Kings Highway East
Fairfield, CT 06825
(203) 401-8581

Schoon Inc.
System4 Delaware
200 Continental Drive, Suite 401

Newark, DE 19713
(302) 317-2461

Black Cedar Management Inc.
System4 Northeast Florida
450 State Road 13 North
Suite 106
Jacksonville, FL 32259
(904) 647-4164

Borrero Facility Services Management, LLC
System 4 of Central Florida
7208 W. Sand Lake Rd. Suite 305
Orlando, FL
407-491-3425

Post Oak Group LLC
System4 Georgia
10956 Hwy 92 Woodstock, GA 30188
(678) 379-2862

InlandNW Facility Management LLC
System4 of Idaho
82 S. Baltic Place Ste. 116
Meridian, ID 83642
(208) 994-8123

Holland Enterprises Inc.
System4 of Indianapolis
5915 N. College Ave. #210
Indianapolis, IN 46240
(317) 222-1039

Harbormen Group LLC~~Alleman LLC~~
System4 of Cincinnati
1881 Dixie Highway Ste 100
Ft. Wright, KY 41011
(859) 363-4444

Alleman LLC
System4 of Louisville
1881 Dixie Highway Ste 100
Ft. Wright, KY 41011
(859) 363-4444

System4 DC LLC
System4 of Metro DC
5711 Industry Lane Ste 13
Frederick MD 21704
(301) 668-7474

NCCS Inc.
System4 of Boston
99 Derby St. suite 300
Hingham MA, 02043
(781) 356-5400

KMW Facility Services, LLC
System4 of Metro Detroit
4100 Woodward Ave., Suite 350 E
Bloomfield Hills, MI 48304

Werth Holdings, Inc.System4 of St. Louis
124 S. Main St.
St. Charles, MO 63301

Kitchen LLC
System4 of the Carolinas
6701 Carmel Rd
Suite 103
Charlotte, NC 28226
(704) 542-6764

System4 of New Hampshire Inc
15 Constitution Drive
Suite 1-A
Bedford, NH 03110
(603) 310-5000

CSA Franchises, INC.
System4 of Long Island
333 Jericho Turnpike, Suite 236
Jericho, NY 11753
516-605-0266

Str8 Group LLC
System4 of Las Vegas
9510West Sahara Avenue, Suite 125
Las Vegas, NV 89117
(702) 254-1395

Facilicorp USA LLC
System4 of Northern Ohio
1970 N Cleveland Massillon Rd
Bath, Ohio 44210
(440) 746-0440

Harbormen Group LLC~~Alleman LLC~~
System4 of Columbus

6877 North High Street
Worthington, OH 43085
(859) 363-4444

PacNW Facility Management LLC
System4 of Portland
6950 SW Hampton St. Ste. 305
Tigard, OR 97223

Schoon, Inc.
System4 of Philadelphia
630 Freedom Business Ctr. Dr.
Ste 300
King of Prussia, PA 19406
(610) 341-0310

Green Horse, Inc.
System4 of Pittsburgh
200 Fleet St. #201
Pittsburgh, PA 15220
(412) 921-2300

Di Bro Holdings Inc.
System4 of S.N.E.
1 James P. Murphy Hwy
West Warwick, RI 02893
401-615-7043

Kitchen, LLC
System4 of Greenville South Carolina
6701 Carmel Rd
Suite 103
Charlotte, NC 28226
704-542-6764

Post Oak Group Partners, LLC
System4 of Charleston
460 King Street Suite 200
Charleston, SC 29403

Post Oak Group Partners, LLC
System4 of Columbia
136-4 Forum Drive, Suite 1046
Columbia, SC

PacNW Facility Management LLC
System4 of Washington
2005 SE 192nd Ave Ste. 200
Camas, WA 98607

HURE Facility Services LLC
System4 of Milwaukee

Ingenium Facility Services LLC
System4 of Chattanooga
200 W. Martin Luther King Blvd. Ste.
1000Chattanooga, TN 37402
(423) 308-7225

BTS Worldwide LLC
System4 of East Tennessee
9111 Cross Park Dr. Ste. 200
Knoxville, TN 37923
(865) 573-7745

Watermen Enterprises LLC
System4 of Dallas
9330 LBJ Freeway
Suite 900
Dallas, TX 75243
(972) 756-9444

DCPM INC.
System4 of San Antonio
6335 Camp Bullis Rd
San Antonio, TX 78257
210-858-7674

RMSi, LLC
System4 Utah
2825 E. Cottonwood Pkwy
STE 500
Salt Lake City, UT 84121
(801) 994-6924

2018 1st Street #431
Milwaukee, WI 53207

The remainder of this page is left blank intentionally.

System4, LLC

EXHIBIT G
List of Terminated Franchisees in 2023~~2~~

Franchisees who have terminated the franchise agreement with the franchisor for any reason during the previous fiscal year.

Rellim Services INC.
System4 Facility Services of NWA
210 North Walton Blvd.
Suite 30
Bentonville, AR 72712
479-802-0802

~~NONE~~

Franchisees who transferred their franchised businesses to another franchisee in 2023~~2~~:

NONE

~~Transferor~~
~~Wayne Uhl~~
~~1945 Camino Vida Roble, Suite O~~
~~Carlsbad, CA 92008~~
~~(614) 581-2436~~

~~Transferee~~
~~Jason Uhl~~
~~200 Continental Blvd. Suite 210~~
~~El Segundo, CA 90245~~
~~(619) 318-0420~~

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

State Effective Dates

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

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

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 seller-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 System4 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 state law requires a franchisor to provide the Franchise 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.

If System4 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the applicable state agency listed in Exhibit D to this disclosure document.

Our agent in this state authorized to receive service of process is listed in Exhibit D to this disclosure document.

Franchise Seller who assisted in the offer/sale of the franchise: Scott Kubec, System4 LLC at 4700 Rockside Road, Suite 610, Independence, Ohio 44131, telephone number (216) 524-6100.

Issuance date: ~~June 30, 2023~~April 22, 2024

I have received a Franchise Disclosure Document dated June 30, 2023, that included the following Exhibits:

Exhibit A:	Franchise Agreement with/Exhibits A.1-A.9
Exhibit B:	Financial Statements
Exhibit C:	List of State Administrators
Exhibit D:	List of Agents for Service Process
Exhibit E:	Table of Contents of Operations Manual
Exhibit F:	Existing Franchisees as of December 31, 2022
Exhibit G:	List of Franchisees Who Left the System in 2022
Exhibit H:	State Addenda

Date: _____

_____
(*signature*)

_____ _____
Address Printed Name:

(_____) _____
Telephone Number

Keep this copy for your records

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 System4 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 state law requires a franchisor to provide the Franchise 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.

If System4 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the applicable state agency listed in Exhibit D to this disclosure document.

Our agent in this state authorized to receive service of process is listed in Exhibit D to this disclosure document.

Franchise Seller who assisted in the offer/sale of the franchise: Scott Kubec, System4 LLC at 4700 Rockside Road, Suite 610, Independence, Ohio 44131, telephone number (216) 524-6100. April 22, 2024

Issuance date: ~~June 30, 2023~~

I have received a Franchise Disclosure Document dated June 30, 2023, that included the following Exhibits:

Exhibit A:	Franchise Agreement with/Exhibits A.1-A.9
Exhibit B:	Financial Statements
Exhibit C:	List of State Administrators
Exhibit D:	List of Agents for Service Process
Exhibit E:	Table of Contents of Operations Manual
Exhibit F:	Existing Franchisees as of December 31, 2022
Exhibit G:	List of Franchisees Who Left the System in 2022
Exhibit H:	State Addenda

Date: _____

_____
(*signature*)

_____ _____
Address Printed Name:

(_____) _____
Telephone Number

You should return one copy of the signed receipt either by signing, dating, and mailing it to Scott Kubec at System4, LLC, 4700 Rockside Road, Suite 610, Independence, Ohio 44131. You should keep the second copy for your records.