

DISCLOSURES REQUIRED
BY THE STATE OF ILLINOIS

THE REGISTRATION OF THIS BUSINESS OPPORTUNITY DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE STATE OF ILLINOIS. THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT HAS NOT BEEN VERIFIED BY THIS STATE. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS INVESTMENT, SEEK PROFESSIONAL ADVICE BEFORE YOU SIGN A CONTRACT OR MAKE ANY PAYMENT.

1. The seller of the Healthier4U business opportunity is 21st Century Technologies Group, LLC, a Nevada limited liability company (generally referred to as “we”, “us”, or “our”). We do business under the name of “Healthier4U Vending. We have no parent or affiliated companies.

2. Name and addresses of salespersons who will engage in the offer or sale of the Business Opportunity in the State:

Dena Delevie - 32289 Beaver Creek Ln, Temecula, CA 92592

Todd Delevie - 32289 Beaver Creek Ln, Temecula, CA 92592

David Smith - 600 NM 76 Apt 1-12, Espanola, NM 87532

3. Names, Titles and Addresses of the seller’s officers, principals, agents, and other persons responsible for the seller’s business activities:

Brian Swain – Owner

2877 Paradise Road #1205

Las Vegas, NV 89118

4. We have never sold any other business opportunities.

5. For all persons listed in #3, describe each person’s business experience, including principal occupations and employers, for the 10-year period preceding the filing date of this disclosure document:

Brian Swain: Currently President of Healthier4U Vending of Las Vegas, Nevada. Founded in 2011 to provide American made machines, top machine locations, and real support and training to the industry. Since 2011 Healthier4U Vending has grown to be the top company in the industry and Ranked The #1 Fast Growing Franchise or Business Opportunity by Franchise Gator (a respected industry portal) for 2015, Top 25 Fastest Growing 2016, Top 100 from 2016 through 2020. The company has over 500 Affiliates nationwide and over 3,000 machines on location in 2021. Healthier4U Vending is the Premiere Healthy Vending Company for the US Air Force and the US Army, currently providing service to over 40 US Military Bases.

A. Brian Swain has over 20 years of International Trade experience in a variety of different markets. Held key executive positions as CEO, CFO and COO. Expertise in international logistics, trade, and negotiations. Beginning in 1995 handled procurement and acquisitions from Japan, Taiwan, Hong Kong, China and was one of the first American Agents into Vietnam in 1996. Managed exports and country to country trade to over 30 different countries. International and Domestic Business Consultant for Pilot Air Freight Services, Printa Systems Inc, CASI QLT Inc, and Filt-R Inc. Ba Dihn Minerals, & Strategic Mining Company.

B. Neither we nor any person identified above, have been the subject of any legal or administrative proceeding alleging the violation of any business opportunity or franchise law, or fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations, except as follows: We are subject to the following currently effective orders by state agencies:

i. Illinois:

Date: March 23, 2022.

Nature of Order: Consent Order requiring we be registered and otherwise comply with the Illinois Business Opportunity Law before offering or selling business opportunities in the State of Illinois, finding that we previously violated section 5-25 of the Illinois Business Opportunity Law by not being registered when selling seven business opportunities between 2012 and 2019.

Issuer of Order: Secretary of State, State of Illinois.

Penalty Imposed: We paid the sum of \$7,000 to the Secretary of State of the State of Illinois, which the order did not characterize as a “penalty”.

ii. Washington:

Date: August 24, 2022

Nature of Order: Consent Order requiring we, generally, comply with the Washington Business Opportunity Law before offering or selling business opportunities in the State of Washington, finding that we previously violated RCW 19.110.020(1) and RCW 19.110.030 by providing one Buyer with a form of contract that contained a three day cancellation period instead of the form contained in the disclosure document registered with the state that properly provided for a seven day cancellation period.

Issuer of Order: Securities Administrator, Department of Financial Institutions, State of Washington.

Penalty Imposed: We agreed to not further violate RCW 19.110.120, agreed to pay and paid “investigative costs” in the amount of \$6,000, agreed to disclose the Order in the future if registered, and agreed to provide a copy of the order to the Buyer who was not provided with the 7-day cancellation language.

iii. Maryland:

Date: January 26, 2023.

Nature of Order: Consent Order requiring we, generally to comply with the Business Opportunity Sales Act before offering or selling business opportunities in the State of Maryland, finding that we previously violated the Maryland Business Opportunity Sales Act by selling fourteen business opportunities to Maryland residents between 2011 and 2021 without being registered under the act, and by making earnings representations without providing required substantiating information.

Issuer of Order: Securities Commissioner, State of Maryland.

Penalty Imposed: The Commissioner found that we sold fourteen Vending Machine Business Opportunities in the State of Maryland between 2011 and 2021 without being registered at relevant times under the Maryland Business Opportunity Act. Maryland determined that in one or more of the sales we provided earnings representations in violation of the Maryland Business Opportunity Act. Under the terms of the Consent Order, we offered rescission to all the buyers in exchange for returning all of the machines purchased. We paid the sum of \$4,000 to the Maryland Attorney General as a “monetary penalty.”

C. Neither we nor any person identified above, has filed in bankruptcy, been adjudged bankrupt, been reorganized due to insolvency, or was an owner, principal officer or general partner or any other person that has so filed or was so adjudged or reorganized during or within the last seven years.

6. Refer to 5B.

7. The purchase prices are as follows:

- 5 Machine Package: \$64,475
- 10 Machine Package: \$119,950
- 20 Machine Package: \$229,000
- 30 machine Package: \$329,850
- 40 machine Package: \$419,800

8. We will provide the following services for the buyer in connection with the business opportunity:

- A. Toll free access to the team of business support personnel. The team's purpose is to support the Buyer in establishing and implementing the Buyer's business in the vending industry using the equipment purchased. We will provide the service as long as the Buyer needs it and continue to do business in the vending industry using equipment we manufactured and sold to them.
- B. Provide a comprehensive Machine Manual detailing the vending machines purchased and applicable programming procedures.
- C. Provide a two-day Training Program. The program is a complete overview of how to operate vending machines, service them, and operate the business.
- D. Provide location services as more fully described in paragraph 10 below.

9. We will provide the Buyer and one other person (or, as appropriate, two persons selected by the Buyer) with a two-day training program. The training will consist of orientation, classroom instruction, and hands-on training. It will be conducted at our Las Vegas, Nevada training facility. Training classes are held throughout the year on an as-needed basis. Each training program will cover, at least, the following topics:

- A. Operating the equipment;
- B. Marketing the business;
- C. Inventory management;
- D. Business operations;
- E. Taxes and insurance; and
- F. Locations.

We will pay the Buyer's lodging expenses during the training program for up to two individuals and will provide two catered lunches and one dinner for each trainee. The Buyer is responsible for all other expenses, including food and transportation, including to and from Las Vegas. If the buyer wants to attend any optional or supplemental training courses, the buyer will be responsible for all the buyer's expenses related to the additional course(s) or time in Las Vegas. We may, in our discretion, offer additional or supplemental training courses.

10. We will assist the buyer in securing locations for vending machines as follows:

H4U agrees to use its best efforts to assist Buyer with initial location services ("Initial Placement") for each machine purchased by Buyer. As part of its best efforts, H4U will provide Buyer with

demographic details, contact information, and related details about each location identified by H4U. In consideration of the provision of this information by H4U, Buyer agrees to inspect the location(s) identified by H4U, including, but not limited to, meeting with any owner(s) or representative(s) of each location. Buyer specifically agrees that the responsibility of meeting with prospective location(s) and obtaining approval to place Buyer's equipment into the prospective location is solely on Buyer and not on H4U. If Buyer fails to participate in meetings with prospective locations or otherwise fails to follow up or through with respect to a particular location identified by H4U, Buyer specifically agrees that H4U has fully met its obligation with respect to this paragraph. While Seller will use its best efforts to assist Buyer in obtaining approval from prospective location(s) for the placement of Buyer's equipment, Buyer expressly acknowledges and agrees H4U is not responsible for any denial or refusal of placement by the location. The ultimate responsibility for obtaining approval to place equipment at any particular location is allocated to Buyer and not to H4U.

Buyer also expressly acknowledges and agrees that while H4U will use its best efforts to identify high performing locations for Buyer, H4U does not guarantee any particular level of performance at any location identified by H4U. Buyer also expressly agrees that H4U may, in its sole discretion, assist Buyer with identifying an alternative location for Buyer's equipment within ninety (90) days after Initial Placement. In the event H4U agrees to assist Buyer in identifying a new location under this paragraph, Buyer agrees that all the foregoing terms apply, and that Buyer is solely responsible for all moving costs associated with transferring Buyer's equipment to the alternative location.

All equipment is insured throughout the shipping and installation process. All freight damages must be noted on the Bill Of Lading at the time of receipt, or risk losing the ability to collect for any freight damages. All freight damages and shipping issues must be reported to H4U and noted when signing for the freight on the BOL. All damages must be noted at time of receipt, and H4U will be notified of such event within 48 hours of the delivery. All damages to the machine, including freight, parts, labor, will be covered in the claim amount. There will be no additional costs incurred, lost sales, time, inventory, etc added to any claim.

Buyer further agrees that in the event H4U decides, in its sole discretion, to provide additional services under this paragraph (d), such additional provision of services does not modify this paragraph or create any new obligations (contractual or in equity) on behalf of H4U.

11. The buyer needs to form a Limited Liability Corporation with their respective State. The buyer will also need to obtain City and or County Permits depending on where the business itself and machines will be located. All Buyers will also need to check with local and State agencies about the collection and payment of sales/ use taxes that are applicable to both buying and selling wholesale/retail goods.
12. We are not required to secure a bond or establish a trust account.
13. We do not make any earnings claims that may be made from this Business Opportunity.
 - A. The total number of purchasers who, within a period of three years from the date of the disclosure document, purchased a Business Opportunity involving the product, equipment, supplies or services being offered to the purchaser is: 122
 - B. No earnings claims are being made.
14. Refer to paragraph 8, 9 and 10.

15. Total Number of Business Opportunities that are the same or similar in nature to those that have been sold or organized by the seller: 726
 - A. Name and addresses of purchasers who have requested and or received a refund from the seller in the last 12 months: 22
 - B. Total Number of Business Opportunities the seller intends to sell in this State within the next 12 months: 2

16. Statement describing any contractual restrictions, prohibitions, or limitations on the purchaser's conduct. (Attached a copy of all Purchase Contract Agreement Documentation)

Buyer must participate in the location process which is detailed in section 10 of this document.

17. Describe the rights and obligations of the seller and the purchaser regarding termination of the Business Opportunity contract or agreement.

The Buyer has 7 Days to cancel the contract from the date of signing with no penalty. Once location services have begun, there are no refunds as services are already being provided.

18. Statement accurately describing the grounds upon which the purchaser may initiate legal action to terminate the Business Opportunity contract or agreement.

The seller will ship machines within 45 days of a buyer successfully completing a site inspection. The buyer will need to submit the location installation checklist and submit photos of the site for us to ship a machine into any given location. If the seller fails to ship machines within the 45 days following the submission, the buyer has the right to cancel the contract and receive a refund for the remaining machines not already shipped or placed.

19. A copy of our financial statement (current within 13 months) is attached as Exhibit A. There have been no material adverse changes in our financial condition since the date of the financial statement attached.

20. States in which this Business Opportunity is registered are: North Carolina, South Carolina, Michigan, Texas, Georgia

21. State in which this disclosure document is on file: North Carolina, South Carolina, Michigan, Texas, Georgia

22. States that have denied, suspended, or revoked the registration of this Business Opportunity: None

23. Section entitled "Risk Factors" containing a series of short concise statements summarizing the principal factors that make this Business Opportunity a high-risk or one of a speculative nature. Each statement shall include cross-reference to the page on which further information regarding that risk factor can be found in this disclosure document.

This business requires the buyer's participation to both find locations for the machines as well as continue to service them following installation. This is detailed out in sections 8, 9, and 10 of this document.

Exhibit A
Healthier 4U Vending
Operating Statement

For the 12 Months From March 1, 2025 to February, 28 2026

Ordinary Income/Expense	
Income	
Corporate Account Income	415,718.40
Freight Reimbursement	39,168.89
Gross Sales Freight	161,400.00
Locating Placement	161,250.00
Machine Sales	3,625,982.00
Merchant Discount Income	11,966.23
Misc Income	384.53
Training Seminar	100.00
Total Income	4,415,970.05
Cost of Goods Sold	1,921,553.17
Gross Profit	2,494,416.88
Expense	2,378,495.61
Net Ordinary Income	115,921.27
Other Income/Expense	
Other Income	
Interest Income	408.56
Total Other Income	408.56
Net Other Income	408.56
Net Income	116,329.83

Exhibit A

**Statement of Material Changes
In Financial Condition
Since February 2026**

None

I declare under penalty of perjury that to the best of my knowledge and belief the information in the financial statements contained in this is true and accurate.

Signed this _____ at Las Vegas, Nevada

21st Century Technologies, LLC

By _____
Brian Swain, President

PURCHASE CONTRACT

This contract is entered into by and between 21st Century Technologies Group, LLC (herein “Seller” or “H4U” or Healthier4U Vending”) and _____ (herein “Buyer” or “You” or “Your”), and is subject to the following terms, conditions and stipulations.

1. **Seller Name & Address.**

Seller’s name is: 21st Century Technologies Group, LLC (herein “Seller”) also does business as Healthier4U Vending. The principal business address of Seller is 6960 S Cimarron Road #240 Las Vegas, Nevada 89113.

2. **Seller’s Form of business**

Seller is a Nevada Limited Liability Company.

3. **Seller’s Obligations.**

Seller agrees to perform the following for Buyer:

(a) Provide toll-free access (800-642-2148) to the team of business support personnel. The expertise provided by Seller is designed to support the establishment and implementation of Your business in the vending industry utilizing our equipment. The service is provided for as long as You need it and You continue to do business in the vending industry utilizing equipment manufactured and sold by Seller.

(b) Provide a comprehensive Machine Manual detailing machines and programming procedures.

(c) Provide a 2-day Training Program – a complete overview of how to operate vending machines, service them, and operate the business to be held at Seller’s Las Vegas, Nevada training facility. Training will cover the following topics:

(i) Operation of the Equipment

(ii) Marketing the Business

(iii) Inventory Management

(iv) Business Operations

(v) Taxes and Insurance

(vi) Locations

Seller shall pay expenses for lodging during this training program, as well as 2 catered lunches and one dinner for a maximum of two individuals. Buyer shall be responsible for all expenses pertaining to food transportation outside of the training program and for any supplemental or optional instruction course attended by Buyer. The Buyer is responsible for travel expenses getting from their city to the training course provided in Las Vegas, Nevada.

(d) Provide location services. H4U agrees to use its best efforts to assist Buyer with initial location services (“Initial Placement”) for each machine purchased by Buyer. As part of its best efforts, H4U will provide Buyer with demographic details, contact information, and related details about each location identified by H4U. In consideration of the provision of this information by H4U, Buyer agrees to inspect the location(s) identified by H4U, including, but

not limited to, meeting with any owner(s) or representative(s) of each location. Buyer specifically agrees that the responsibility of meeting with prospective location(s) and obtaining approval to place Buyer's equipment into the prospective location is solely on Buyer and not on H4U. If Buyer fails to participate in meetings with prospective locations or otherwise fails to follow up or through with respect to a particular location identified by H4U, Buyer specifically agrees that H4U has fully met its obligation with respect to this paragraph. While Seller will use its best efforts to assist Buyer in obtaining approval from prospective location(s) for the placement of Buyer's equipment, Buyer expressly acknowledges and agrees H4U is not responsible for any denial or refusal of placement by the location. The ultimate responsibility for obtaining approval to place equipment at any particular location is allocated to Buyer and not to H4U.

Buyer also expressly acknowledges and agrees that while H4U will use its best efforts to identify high performing locations for Buyer, H4U does not guarantee any particular level of performance at any location identified by H4U. Buyer also expressly agrees that H4U may, in its sole discretion, assist Buyer with identifying an alternative location for Buyer's equipment within ninety (90) days after Initial Placement. In the event H4U agrees to assist Buyer in identifying a new location under this paragraph, Buyer agrees that all the foregoing terms apply, and that Buyer is solely responsible for all moving costs associated with transferring Buyer's equipment to the alternative location.

All equipment is insured throughout the shipping and installation process. All freight damages must be noted on the Bill of Lading at the time of receipt, or risk of losing the ability to collect any freight damages. All freight damages and shipping issues must be reported to H4U and noted when signing for the freight on the BOL. All damage must be noted at the time of receipt, and H4U will be notified of such event within 48 hours of the delivery. All damage to the machine, including freight, parts, labor, will be covered in the claim amount. There will be no additional costs incurred, lost sales, time, inventory, etc added to any claim.

Buyer further agrees that in the event H4U decides, in its sole discretion, to provide additional services under this paragraph (d), such additional provision of services does not modify this paragraph or create any new obligations (contractual or in equity) on behalf of H4U.

e) Provide the equipment described below.

EQUIPMENT PURCHASED (check applicable)

- 5 Machine Package \$64,475
- 10 Machine Package \$119,950
- 20 Machine Package \$229,000
- 30 Machine Package \$329,850
- 40 Machine Package \$419,800

4. **Terms and Conditions of Payment**

The total balance is due prior to the scheduled training classes in Las Vegas, Nevada. Payment via wire transfer or certified funds is required if payment is made less than 10 days prior to training. A personal or business check is acceptable if received by H4U at least 10 days in advance of Buyers scheduled training classes.

Buyer agrees H4U is not obligated to provide any location service(s) whatsoever until H4U receives payment in full for the equipment. Buyer further agrees that once Buyer has paid in full and H4U has commenced provision of location service(s), Buyer is not entitled to any refunds for any equipment or service(s) provided by Seller. Each unit includes white glove installation, and location service(s) are provided, as defined in section (d) of this document.

Location Services will start the week after the scheduled training class if the balance is paid less than 15 calendar days prior to the H4U Training Course. In the event Buyer fails to reserve his or her spot in training within a reasonable time period after paying the deposit, any provision of training services or location services listed in section (d) of this

document to Buyer, is at the sole discretion of H4U.

H4U recommends that the Buyer pays the balance 30 days prior to scheduled H4U Training Course to maximize the initial location results.

5. **Delivery Date and Location**

The delivery date is no later than 45 days from the date of acceptance of the location for placement.

6. **No Earnings Guarantee or Ranges of Earnings**

H4U makes no guarantee of earnings and has not provided Buyer with statements concerning range of earnings. Buyer agrees that its earnings and/or earnings potential are solely within the control of Buyer and not H4U. Buyer agrees that he or she has no claim against H4U related to any prospective earnings or earnings potential.

7. **No Buy-Back or Security Agreement**

You acknowledge that Seller provides no “buy-back” “protection” or “secured investment” arrangement of any nature whatsoever which would serve to protect you from the loss of any purchases or payments in connection with this seller- assisted marketing plan or any services provided pursuant to this Agreement.

8. **Warranty**

All Equipment comes with a 2 Year Warranty from Seller covering manufacturer defects. Should the Equipment fail to operate due to equipment malfunction for normal usage and wear, Seller will advise Buyer of the necessary steps to repair the Equipment and replace any parts if necessary. Necessary parts during the first two (2) calendar years from the date of this Contract will be covered at 100%. Labor for service technicians may be covered at H4U’s sole discretion, and only if due to a manufacturing defect.

9. **Use of Trademark**

The use of the name “**Healthier 4 U Vending**” or “**H4U**” or “**Healthier4U**” may only be used in advertisements and or promotion of your healthy snack and drink machines, and not as part of your legal business name unless agreed to in writing by Seller. You agree not to present yourself as an employee, representative, partner, franchisee of **21st Century Technologies Group, LLC** or **Healthier 4 U Vending**.

10. **Attorneys’ Fees**

In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys’ fees incurred. The parties agree that any dispute arising out of or relating to this Agreement shall be decided according to the laws of the State of Nevada, without regarding to its choice of law provisions. The parties further agree that venue for any dispute arising out or relating to this Agreement shall be in the Eighth Judicial District Court of Clark County, Nevada or in such other venue as the parties agree in writing.

11. **Governing Law**

This Agreement is governed by the laws of the State of Nevada and will be construed and interpreted in accordance with Nevada law, regardless of the law that might otherwise apply under common law principles of conflicts of law. The Parties consent to personal jurisdiction in the State of Nevada for any dispute or claim related to this Agreement or related to the subject matter of this Agreement. The venue for any dispute or claim related to this Agreement, or related to the subject matter of this Agreement, is in Clark County, Nevada.

12. **Cancellation of Contract**

You have seven (7) days in which you may cancel this Contract for any reason by mailing or delivering written notice to the Seller. The seven (7) days shall expire on: _____ (last day to mail or deliver notice) and notice of cancellation should be mailed or delivered to:

21st Century Technologies Group, LLC
6960 South Cimarron Road #240 Las Vegas, Nevada, 89113
Attn: Brian Swain

“BUYER”

“SELLER”

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

END OF PURCHASE CONTRACT

Receipt for Disclosure Document

I have received a copy of the Healthier 4U Disclosure Document.

I understand that, by signing this receipt it does not mean I am obligated to purchase any vending machines or any other equipment, goods or services.

Name

Signature

Date