

FRANCHISE DISCLOSURE DOCUMENT

Purchase Green Franchising, LLC
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The franchise is a business that sells, installs and maintains artificial grass, artificial putting greens, artificial ivy, artificial sports turfs, golf products, solar lights and related installation accessories.

The total investment necessary to begin operation of a Purchase Green business is \$119,920 - \$588,620. This includes \$55,420 - \$200,420 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.**

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

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

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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.
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 A 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 Purchase Green 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 Purchase Green franchisee?	Item 20 or Exhibit K 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 I.

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risk be highlighted:

- 1. Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with us by litigation only in California. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to sue us in California than in your home state.
- 2. Short Operating History:** We are at an early stage of development and have a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
- 3. Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in termination of your franchise and loss of your investment.
- 4. Inventory Control:** You must make minimum inventory and supply purchases, even if you do not need or are unable to sell that quantity of inventory. Your inability to make these purchases may result in termination of your franchise and loss of your investment.
- 5. Supplier Control:** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from us, our affiliates, or suppliers that we designate, at prices we or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
- 6. Spousal Liability:** Your spouse must sign a guarantee that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1:
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Purchase Green Franchising, LLC is the franchisor. We refer to us as “Company,” “Franchisor,” “we,” “us” “our,” or “PGF.” “You” means the person who buys the franchise whether you are an individual, sole proprietorship, corporation, partnership, limited liability company or other entity.

We organized on July 24, 2020 in the State of Delaware. Our agent for service of process is Cogency Global Inc., whose address is 850 New Burton Road, Suite 201, Dover, Delaware 19904. Additional agents for service of process are listed in Exhibit J.

We are wholly-owned by Path to Prosperity, LLC (“PTP”). PTP was formed in 2008 in California, originally as a corporation and in November 2019 converted to a limited liability company. It does business using the name Purchase Green. PTP and we are both located at 1925 Wright Avenue, Suite A & B, La Verne, California 91750. PTP opened its first showroom for artificial grass and related items in La Verne, California in 2009. Later, showrooms opened in other cities, operated by PTP or by Territory Holders, discussed below.

PTP is wholly-owned by Controlled Products Acquisition Corporation (“CPAC”), a Delaware corporation. CPAC is wholly-owned by CP Turf Parent, LLC (“CPTP”), a Delaware limited liability company. CPTP is wholly-owned by CP Turf TopCo, LLC, a Delaware limited liability company. The address of these entities is: 200 Howell Drive, Dalton, GA 30721. CP Turf TopCo, LLC is majority-owned by Sentinel Capital Partners VI, L.P., a Delaware limited partnership. Its address is One Vanderbilt Avenue, 53rd Floor, New York, NY 10017. Sentinel Capital Partners VI, L.P. (together with parallel funds) is a private investment fund.

Other than PTP, we do not have a predecessor in the sense of an entity from which we acquired most of our assets.

Our affiliate, Controlled Products, LLC, a Delaware limited liability company, was organized in 2005. Its address is 200 Howell Drive, Dalton, GA 30721. It is wholly-owned by CPAC. Controlled Products, LLC is a manufacturer of synthetic turfs and may be a supplier of products to PTP. Our affiliate, The Recreational Group, LLC, a Georgia limited liability company, was organized in 2013. Its address is 205 Boring Drive, Dalton, GA 30721. In December 2021, its ultimate parent entity was acquired by CPTP. The Recreational Group designs, manufactures and installs premier surfacing solutions and may be a supplier to PTP. Additional affiliates that may be suppliers to PTP, all with the address of 205 Boring Drive, Dalton, GA 30721 and organized as Georgia limited liability companies are Engineered Turf Manufacturing, LLC, organized in 2020; Ch3 Solutions, LLC organized in 2015, Poly-Green Foam Holdings, LLC organized in 2018; Swisstrax, LLC organized in 2019; and Turf Factory Direct Distributing, LLC organized in 2020. PTP will supply many products to you as a franchisee.

We grant franchises for Purchase Green® businesses that sell, install and maintain artificial grass, artificial putting greens, artificial ivy, artificial sports turfs, golf products, solar lights and related installation accessories. The franchise is for a single Purchase Green business.

Between 2014 and 2020, PTP entered into Product Supply and Territory Holder Agreements. At the issuance date of this FDD, 7 territory holders have agreements with PTP for similar businesses in 9 locations in California and Nevada; those 7 territory holders have been in business for time periods ranging from approximately 4 to 9 years. Since 2020, PTP no longer offers Product Supply and Territory Holder Agreements. As franchisor, we never offered those agreements. At the issuance

date, PTP operated 19 Purchase Green showrooms and 2 support offices. They are located in Arizona, California, Colorado, Florida, New Mexico, Nevada, Texas, Utah and Beijing, China.

We have not offered franchises in any other business. Our direct and indirect parent companies identified above have not offered franchises in any business. Nothing restricts them or us from offering franchises in any business in the future.

Your franchised business will use a system developed by PTP and us. A franchised Purchase Green business is independently owned and operated by you. You will use the name Purchase Green and other trademarks we specify. You will offer Purchase Green products and services to residential, commercial, golf courses, other sport facilities, schools and other types of customers. Customers are people, facilities and businesses that can benefit from using artificial turf and related products.

The market for Purchase Green products and services are homeowners, homebuilders, property owners, businesses, hotels, resorts, condominium projects, schools, colleges, golf and other sport facilities. These are owners of properties that can benefit by using artificial grass and related products. The market continues to develop and evolve. Weather may be a factor in sales and timing of sales. You may compete with other artificial turf companies, other suppliers of artificial turf and suppliers of grass, ivy and other landscape products and services.

You must comply with federal, state and local laws. Among these are licensing or regulatory requirements, for example, laws that pertain to landscaping or construction. In some states, you need a contractor's license to operate your Purchase Green business. You will have retail facilities, including a showroom, office space and warehousing. There may be requirements for construction, design and maintenance of these, also zoning, parking, access for disabled persons and other requirements. You must comply with laws and regulations on health, safety and welfare of customers, workers and the public, sanitation; inspections by government agencies; restrictions on hiring persons not authorized to work in the United States; minimum wage; restrictions on smoking; insurance for employees; taxes and withholding; collection and payment of sales tax; use, storage and disposal of waste and hazardous materials; and nondiscrimination as to customers, employees and others. Other laws also apply. You must investigate which laws, regulations and requirements apply in the area where you are interested to locate your franchise and determine their effects, requirements and costs of compliance.

ITEM 2: **BUSINESS EXPERIENCE**

Chief Executive Officer and Director (PGF) and President (PTP): Ronald Bennett

Mr. Bennett has been our Chief Executive Officer and member of our Board of Directors since December 2021. Since January 2022, Mr. Bennett is Chief Executive Officer of the Recreational Group, LLC and Controlled Products in Dalton, Georgia. From June 2018 to January 2022, Mr. Bennett was Chief Executive Officer and from 2007 to May 2018, he was President of The Recreational Group.

President (PGF): Joshua Pressnell

Mr. Pressnell has been our President since August 1, 2023. Since May 2021, Mr. Pressnell has served as Chief Operating Officer of The Recreational Group, LLC in Dalton, Georgia. From April 2020 to March 2022, he was Senior Vice President of Tile Division of The Recreational Group,

LLC in Dalton, Georgia. From July 2016 to April 2020, he was Director of International Sales of The Recreational Group, LLC in Dalton, Georgia.

Chief Financial Officer (PGF): Amanda Todd

Ms. Todd has been our Chief Financial Officer since December 2021. Since August 2018, Ms. Todd has been Chief Financial Officer of the Recreational Group, LLC. From 2002 to July 2018, Ms. Todd was a CPA and from 2014 to August 2018, an owner, with Morehouse Group in Dalton, Georgia.

Director of Franchise Operations: Joshua Turcotte

Mr. Turcotte has been our Director of Franchise Operations since April 2023. From March 2022 to April 2023, he was Franchise Operations Manager. From February 2021 to March 2022, Mr. Turcotte was Sales Operations Manager, from May 2020 to February 2021 was Innovations & Efficiencies Manager and from November 2014 to May 2020 was Call Center Manager for Path to Prosperity, LLC, located in Pomona, California.

ITEM 3:
LITIGATION

Hyden v. Versacourt, LLC, et al. (U.S. District Court, Eastern District of Tennessee, 1:20-CV-00119, filed April 7, 2020. Affiliate Recreational Group, Affiliate CH3 Solutions, LLC (as subsidiary to Versacourt), Ron Bennett and Amanda Todd were Defendants. Hyden claimed he entered into a Purchase Agreement with VersaCourt to sell his business and inventory of garage floor tiles. He claimed fraud, negligent misrepresentation, reformation, securities fraud, and unjust enrichment, for Versacourt's alleged return of inventory and non-payment of the purchase price agreed. Defendants counterclaimed for breach of contract/breach of warranty and indemnification. The case was settled. A Stipulation of Dismissal was filed on December 13, 2021, and the case was closed by the court.

In the Matter of the Commissioner of Financial Protection and Innovation v. Path to Prosperity, LLC doing business as Purchase Green. In March 2022, we entered into a Consent Order with the California Department of Financial Protection and Innovation. The Department determined that between 2013 and 2018, 9 Territory Holder Agreements were entered into without complying with the state's Franchise Investment Law. The Department found Path to Prosperity sold unregistered franchises, failed to provide a FDD and made various misrepresentations to the Department in violation of the state's Franchise Investment Law. We paid a fine and costs of investigation totaling \$47,000. We were ordered not to violate certain provisions of the state's Franchise Investment Law.

Other than as stated above, no litigation is required to be disclosed in this Item.

ITEM 4:
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: **INITIAL FEES**

You pay us an initial fee. You will have at least 14 days after receipt of this FDD prior to signing any agreement with us and paying the initial fee. In addition, you will have at least 7 days to sign after a Franchise Agreement is presented to you with all blanks completed. The amount of the initial fee could be as low as \$25,000 and will not exceed \$100,000. We set the fee to equal the total of our projected expenditure for (i) 24 months on pay-per-click platforms for Google & Bing; (ii) search engine optimization (“SEO”); (iii) marketing automation software, and (iv) \$15,000 on account of training, content creation and use of our learning management system. We project the first three elements based on information we obtain in pay-per-click platforms and from consulting agencies that provide SEO and marketing automation services. When you sign the Franchise Agreement you pay 50% of the fee. You pay the balance over 12 months. See Item 10 for details. In fiscal year ended 2022, the initial franchise fee ranged from \$35,000 to \$100,000.

In addition, you must purchase an initial inventory of artificial turf products and accessories from us at an estimated cost of \$30,000 to \$100,000.

The above fees are not refundable. Therefore, if we terminate the Franchise Agreement at any time, we will retain the portion that you paid.

ITEM 6: **OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Product Purchases	\$10,000 - \$30,000 per month	Within 15 days; in advance until initial fee is paid in full.	After the initial inventory you purchase, you will continue to buy artificial grass and accessory products for resale from us. This range is only an estimate, your actual purchases could also be less or more than this range depending on actual and anticipated volumes of sales and your decisions on inventory. You pay by check, credit card or ACH. Credit card incurs a 3% convenience fee.
Local Advertising/ Marketing Fund	Lesser of 2% of Gross Revenues or \$7,500	Quarterly	You pay others (not us) for advertising in the area of your business. Alternatively, you may contribute the required amount to the Marketing Fund.)
Brochures	Varies	After order	You can buy printed ad materials from us.
Adtrack/Key Performance Indicators (KPI) and GROW Dashboard	\$140 per month	Monthly	Your adtrack phone number is used for call recording, roll-over call support, GROW business intelligence dashboard. and key performance indicators (KPI).
Insurance	\$10,000	On demand	If you don't get/maintain required insurance, we may choose to get some or all insurance. You pay charges we incur, which are likely to be more than the premium if you purchased your own insurance. This is just an estimate; particular coverage(s), insurer(s), loss history, market conditions, timing and possibly other factors will affect the cost.
Inspection/Audit	\$1,000 - \$3,000	On demand	You pay us (or for local advertising, you spend) the amount of understatement or underpayment we identify. If understatement/underpayment was 2% or more for a period, or due to failure to report or other

Type of Fee	Amount	Due Date	Remarks
			irregularity, you also pay us the inspection/audit cost.
Us Operating Your Purchase Green Business	Reasonable fee as determined by us, not to exceed \$500 per day.	As needed	We may operate your franchised business if you are absent, die, incapacitated or breach and in our judgment are unable to operate.
Late/Dishonored/Returned Payment	\$50 plus 1% (returned/dishonored payment); 1% per month (late payment)	After due date	Applies to amounts not paid on time or dishonored.
Supplier or Product Review	\$1,000 - \$3,000	As needed	This is only an estimate. We may charge you our costs to review a proposed supplier or product.
Sales or Other Tax	As determined by taxing authority	On demand	If any government authority imposes a sales or other tax, we can charge you for and collect this tax from you.
Transfer Fee	Greater of 5% of sale price or \$7,500; for transfer to controlled entity \$2,500	On your request to transfer Franchise Agreement	You pay this to us as part of transfer of Franchise Agreement.
Renewal Fee	10% of then-initial fee we charge.	Before expiration of term.	You pay this to enter into renewal agreement.
Additional Training or Assistance	\$500 per day plus travel, lodging and meal expenses	Time of assistance	We can charge this if we provide additional training or assistance.
Indemnification; Defense Costs	All costs including attorneys' fees	On demand	You indemnify, defend and hold us harmless. You reimburse our costs and expenses to cure your deficiency or default under lease. You pay our costs and reasonable attorney fees.
Non-compliance Fee	Varies	On Demand	For an uncured breach, one of our available remedies is to charge a non-compliance fee.
Post-Term De-Identification	Varies	On demand	After termination, you must stop representing yourself as our franchisee, stop using our marks and trade dress. If you don't, and we do this at your location, you pay our costs.
Early Termination	Minimum Order Quantity for the year less purchases already made, or 1/2 of full year's Minimum Quantity, whichever is greater.	At time of requesting termination.	It is impractical to determine damages to us from you terminating early. These liquidated damages are a reasonable good faith estimate.
Attorney Fees	Varies	On Demand	In litigation, the party who prevails recovers reasonable attorney fees and expenses from the other party. If you breach or default, you pay our attorney fees.
Guaranty	Varies	On breach of Agreement	Your owners personally guarantee and comply with all terms and are liable for performance and breach of Franchise Agreement.

All fees are uniformly imposed by and payable to us unless otherwise noted. Fees are non-refundable. Fees paid to third parties may be refundable based on your agreements with or policies of the third parties. Gross Revenues means the total of all receipts and revenues derived from the sale or delivery of merchandise and/or services, receipts and revenues from any source and of any other kind or nature,

whether in cash, credit, check, credit card, electronic currency of any kind, gift certificate, services, property, or other means of exchange. Gross Revenue excludes sales tax receipts that you must by law collect from customers, that is separately identified on invoices and that you actually pay to the taxing authority.

ITEM 7:
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (1)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Fee (2)	\$25,000 - \$100,000	Check; ACH	½ on signing, ½ over 12 months	Us
Real Estate (3)	\$15,500 – 64,500	ACH; Check	Before opening; then monthly	Landlord or Owner
Office Equipment (4)	\$2,500 - \$5,000	Cash/Credit Card	Before opening	Supplier of office equipment
Utilities and Deposits (5)	\$1,000 - \$2,500	ACH; Check	Before opening, then monthly	Utility companies
Initial Inventory (6)	\$30,000 - \$100,000	Lump Sum	As arranged	Us
Cutting Machine (7)	\$0 - \$75,000	As arranged	As arranged	Machine manufacturer/distributor
Delivery truck (8)	\$0 - \$85,000	As arranged	Before opening	Vehicle seller
Forklift & carpet pole (9)	\$10,000 - \$57,500	As arranged	As arranged	Forklift seller
Insurance (10)	\$2,500 - \$9,500	As Arranged	As arranged	Insurance Companies
Travel & living expenses while training (11)	\$1,500 - \$5,700	As Incurred	As incurred	Transportation, hotel, restaurant; personnel
Advertising (brochures, bus. cards, local advertising) (12)	\$920 - \$5,420	As Arranged	As incurred	Approved Suppliers
Licenses/Permits (13)	\$500 - \$2,000	As arranged	As arranged	Licensing Authorities
Prof. Advisors (14)	\$1,500 - \$5,500	As arranged	As arranged	Professional advisors
Personnel Salaries (15)	\$9,000 - \$21,000	Payroll Check(s)	Twice a month or every other week.	Your personnel
Add'l Funds/ Capital, 3 months (16)	\$20,000 - \$50,000	As Arranged	As Required	You Determine
Total (17)	\$119,920-\$588,620			

Notes

(1) This table estimates your investment from the time of signing the Franchise Agreement until about three months later.

(2) The Initial Fee is between \$25,000 and \$100,000. You pay half on signing the Franchise Agreement and half over 12 months. See Item 10 for further information on the financing we offer.

(3) You lease space for your store, sales office, showroom and warehouse. This may be in a business park, light industrial campus or stand-alone facility. You must get our written consent to the site before you lease. This estimate includes three months rent and security deposit equal to one month rent, costs of improvements including shelving, lobby and office décor, signage, and set up of warehouse and office. The low estimate is for about 3,500 sq. ft. of office and warehouse space at monthly rent of about 75¢/sq. ft. and an unlit channel letter sign on the building costing approximately \$5,000. The high estimate is for about 7,500 sq. ft. at monthly rent of about \$1.85/sq. ft. with a lit channel letter sign and possibly an additional location sign costing approximately \$9,000. If you buy real estate, your cost would exceed the high estimate.

(4) Estimates for purchase of desk, chairs, cabinets, computer, printer, desk items and office supplies, and your cost to use the cloud version of Quickbooks for 3 months at about \$75 - \$150 per month.

(5) Utility suppliers like water, electric, gas and internet services provider, may require deposits to establish an account.

(6) You buy from us an opening inventory of artificial turf products and accessories at an estimated cost of \$30,000 to \$100,000. The low estimate is based on a smaller market; the high estimate is based on a larger market.

(7) We recommend you buy or lease a carpet cutting machine. Currently, we recommend the Accu-Cut Q-9 or the EZ Cut MK7/MK10 Hybrid. The high estimate of \$75,000 assumes you buy and pay in full for a new machine. Your initial cost may be lower if you buy a used machine or if you lease. We estimate first three months lease payments for a used or new machine meeting our specifications at about \$1,200 to \$3,600 (\$400 to \$1,200 per month). The low estimate of zero assumes you elect to do manual cutting and do not buy or lease a carpet cutting machine.

(8) This estimate is for a flat-bed or stake-bed trailer delivery truck. The high estimate of \$85,000 assumes you buy a new truck. Your initial cost may be lower if you buy used or if you lease. The low estimate of zero assumes you do not buy or lease a delivery truck, which is possible but not recommended because not having a vehicle limits your ability to deliver merchandise and requires you to use a third-party delivery contractor or service.

(9) You need a forklift truck with carpet pole to receive, move and handle merchandise. The high estimate of \$57,500 assumes you buy a new vehicle and pole accessory. Your initial cost may be lower if you buy a used vehicle and accessory or if you lease. The low estimate of \$10,000 assumes you buy a used forklift and used pole accessory.

(10) You must get at least this insurance: (1) general and professional liability, \$1 million per occurrence and \$2 million aggregate; (2) employment practices liability insurance of at least \$1 million; (3) workers' compensation or other employer's liability; (4) insurance required by law where your business is located; (5) auto, including non-owned auto liability, at least \$1 million; (6) insurance required by any property or equipment lease; (7) property insurance, at greater of your fixed assets, equipment and usual inventory value, or \$100,000; and (8) Cyber security and data privacy coverage, at least \$5 million. Insurers must have a Best rating of "A" or better and be satisfactory to us. Policies must name us and our owners, members, managers, directors, officers and employees as additional insureds and provide us 45 days' notice of material modification, cancellation, termination or nonrenewal. Policies must not exclude claims between insureds. The lower estimate represents a less expensive package of insurance or a quarterly payment of premium. The higher estimate represents an approximate annual premium and assumes you pay in full in a lump sum. It is possible to buy

additional or more costly insurance. Doing so may exceed the high estimate. If you don't get/maintain the required insurance, we may choose to get some or all insurance. You pay charges we incur, which are likely to be more than the premium if you purchased your own insurance. The cost depends on what kind of coverage(s) is needed, insurer(s), loss history, market conditions, timing and possibly other factors to affect the amount of the insurance cost stated herein.

(11) You will have costs to attend training we provide, like transportation, lodging, meals for you and your personnel and wages of your personnel. Amounts depend on distance you travel, type of travel, lodging and meals you choose and rate of compensation. You come to our headquarters or other location we designate for about 10 days. The low estimate of \$1500 assumes you are close to our offices, do not have travel, lodging or meal expenses, and you pay one person for about 80 hours at about \$15 per hour and have only modest additional costs of \$300 associated with this. The high estimate assumes about \$600 per person for round trip travel for you and one other person, about \$150 per person per day for meals and lodging for 10 days, wages described above for one person and no wages for yourself.

(12) The estimates assume you will conduct initial advertising before and during the first three months of operation in a combination of local newspaper, outdoor signage, internet, social media, network marketing, chamber of commerce, e-mail and community education outreach. Some of these involve charges. Some can be done at minimal out-of-pocket cost. This range also includes your first 3 months of Adtrack platform fees in the amount of \$140 per month. Your local advertising is subject to our prior approval.

(13) These are estimated costs for local required licenses and permits, also including a contractor's license if required. Requirements differ in different areas. You must investigate requirements where you will be located.

(14) You should consult professional advisors like a lawyer and accountant. The low estimate assumes you consult only one professional at a very modest fee. The higher estimate assumes a more in depth analysis and consultation with your lawyer, accountant or both.

(15) You will have expenses for personnel and taxes associated with their salaries. These estimates are for about 3 months. The low estimate assumes one customer service associate (one employee at \$3,000 per month). The high estimate assumes one manager at \$4,000 per month and one warehouse/delivery person at \$3,000 per month. Both estimates assume you do not receive payment of an hourly wage or salary.

(16) We relied on our officers' experience of more than 11 years, and experience of existing Territory Holders for these estimates. You should review the estimates carefully with a business advisor before making any decision to invest in a franchise.

We relied on our officers' experience of more than 11 years in reaching these estimates.. Generally, none of the expenses is refundable, except security deposits may be refundable and some premium may be refunded when an insurance policy is cancelled before its term ends.

ITEM 8: **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

Location of Your Showroom/Sales Office/Warehouse.

You must get our prior written consent to the facility where you will operate, and to open any additional business location(s) for the sale or service or products or to display products.

The location will be stated in the Franchise Agreement. If not known when the Franchise Agreement is signed, an area will be stated, in which you will identify a location, and when the location is identified, it will be filled in.

You must operate only at the agreed location. If the lease ends or the location is destroyed, then we'll consent to you changing to a new location that meets our requirements. You locate, lease or purchase the location for your showroom/sales office/warehouse.

The location must meet our requirements, that we tell you in the Operating Manual. Before leasing (or buying) you give us a description of the proposed location and letter from the landlord indicating you'll be able to lease the location. We'll try to tell you within 10 days if we approve or not or need more information.

After getting our consent, you will enter into a lease with the landlord. Our consent may be conditioned on the lease including terms we require. Here are examples of terms we require:

- (i) Right for us to receive assignment of the lease on termination or expiration of the franchise;
- (ii) Lessor must provide us a copy of any written notice of deficiency or default and giving us the right (but not obligation) to cure within 30 days after expiration your time to cure;
- (iii) Provision that you can display our signs according to our specifications;
- (iv) Provision allowing construction of improvements and use meeting our requirements;
- (v) Provision that you'll be free from disturbance/interference by the lessor's lender or lienholder
- (vi) Our Conditional Lease Assignment or equivalent, signed by the landlord and you;
- (vii) Other provisions we deem reasonable to require.

Our review of a proposed lease, and our consent are not an endorsement or approval of terms or assurance of any particular results in the lease or location.

You must find a site within 45 days and enter into a lease within 60 days from signing the Franchise Agreement. If not done in this time, we can terminate the Franchise Agreement. There will be no refund of any initial fee you paid.

We have the right to require you to equip and redecorate and display signage and other indicia of Purchase Green and remove and/or avoid signage and displays we deem unsuitable for the Business. All the foregoing must be according to our standards and specifications. All replacements must conform to our quality standards and specifications and must be consented to by us in writing.

Maintenance of the location and minor and/or major modification or replacement of equipment may be required from time to time and may require significant expenditures.

Products

You must purchase all artificial grass, artificial putting green, artificial ivy, solar lights, installation accessories, maintenance tools, ancillary items such as lights, and other products (we provide you a list with our confidential price sheet), essentially all resalable merchandise, from us or our affiliates, as we determine. You cannot obtain these from anyone else, without our consent. This

includes anything we consider to be equivalent or substitute products. Packing materials may be obtained from us or from third parties.

Goods and Services

We provide you a list of approved suppliers and products for your Purchase Green business. This could be on our website or provided by other means. Some items you may be required to buy from and use approved suppliers and/or products. For some items we will designate us or one or more of our affiliates as sole approved suppliers. See previous paragraph for more information on products you purchase from us or our affiliates.

If you propose to use or obtain items or services not approved by us, or from a source not designated by us as an approved supplier, you must request our approval and submit specifications, photos, samples and other information we request. We will determine if the item, service or supplier meets our specifications and standards and notify you. We estimate the time for our review and notification to you to be 3 to 6 months. We may charge you our costs to review a proposed supplier or product. Some suppliers may possibly be willing to reimburse you some of the cost we require you to pay us.

We may withdraw authorization for you to offer and sell certain products but if you object to the withdrawal, you may ask to continue to offer and sell such products, and we will consider the request in good faith.

Suppliers may offer or be willing to pay reasonable rebates or other consideration to us. We can receive and keep these without obligation to account or other restrictions.

All other inventory, products, materials and other items and supplies used in operating your Purchase Green business, which are not specifically required by us to be purchased according to lists we provide, must meet specifications and quality standards we establish.

Advertising

Your advertising and promotion must use only materials, concepts, content and programs provided by us or approved in advance by us. Our approval won't be unreasonably withheld or delayed. You must submit for our review any proposed materials we have not approved. We have 5 days to notify you if we approve. Unless we provide approval, they are not approved.

Software

We require you to get a QuickBooks (cloud-based with inventory module) license and use this and other software we specify. You pay for this directly to the vendor and/or other suppliers. You must grant us administrative and accounting access.

Insurance

You must get at least this insurance: (1) general and professional liability, \$1 million per occurrence and \$2 million aggregate; (2) employment practices liability insurance of at least \$1 million; (3) workers' compensation or other employer's liability; (4) insurance required by law where your business is located; (5) auto, including non-owned auto liability of at least \$1 million; (6) insurance required by any property or equipment lease; (7) property insurance, at greater of your fixed

assets, equipment and usual inventory value, or \$100,000; and (8) Cyber security and data privacy coverage of at least \$5 million. Insurers must have a Best rating of “A” or better and be satisfactory to us. Policies must name us and our owners, members, managers, directors, officers and employees as additional insureds and provide us 45 days’ notice of material modification, cancellation, termination or nonrenewal. Policies must not exclude claims between insureds.

Other Matters Regarding Sources of Products and Services

We (or our affiliates) will derive revenue from purchases you are required to make from us (or our affiliates) of products for resale. The revenue will equal amounts you pay us (or our affiliates) for such items.

In the year ending December 2022, we did not derive any revenue from required purchases or leases by Franchisees and Territory Holders. PTP’s revenue from required purchases or leases by Franchisees and Territory Holders in 2022 was \$15.5 million, or about 23.8% of its total revenue of \$65.2 million.

At the issuance date of this Disclosure Document our affiliates had not made sales directly to franchisees and had no revenue from required purchases or leases. Direct sales to Franchisees could be made in the future. In the future, we could require you to make purchases from our affiliates.

Our officers and/or our ultimate parent entity own an interest in suppliers, specifically PTP and Controlled Products, LLC.

We could designate supplies or products from companies that are publicly traded. Any of our officers could own stock in publicly traded companies.

We are not obligated to make our criteria for approving suppliers available to you.

We may negotiate purchase arrangements with some suppliers. These may require that our system meet minimum volume, percentage of purchase and other requirements. Some suppliers may pay us rebates or other consideration based on sales to you. If we receive these payments, we will have the option to pay all or a portion of the funds to you (and/or other franchisees) and/or keep them for ourselves, as we determine. There are no such arrangements at present specifically for the Purchase Green System.

We could seek to negotiate group rates for purchases of products and materials with suppliers in our discretion. We have not done so yet.

There are no purchasing or distribution cooperatives at this time.

We estimate that between 60% and 70% of your expenditures are for leases and purchases in establishing your Purchase Green business for which suppliers must be approved by us, or which must meet our standards or specifications, and between 30% and 65% of your ongoing operational expenditures will be for goods and services for which suppliers must be approved by us, or which must meet our standards or specifications. These estimates assume you purchase a delivery vehicle, forklift and carpet cutting machine. If you do not purchase these, or if you save money by buying lower priced used equipment or by leasing, then the above percentages could be higher than the high estimates. We include inventory purchases in the above figures.

We do not provide or withhold material benefits to you (like renewal rights or right to open additional Purchase Green franchises) based on whether or not you buy through the sources we designate or approve. But purchases of unapproved products or services or from unapproved suppliers violates the Franchise Agreement, for which we could terminate the franchise and seek damages.

We do not derive revenue from your purchases from approved or designated suppliers other than as stated above.

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 the Disclosure Document.

	<u>Obligation</u>	<u>Section in Franchise Agreement</u>	<u>Disclosure Document Item</u>
a.	Site selection and acquisition/ lease	3	8
b.	Pre-opening purchases/leases	6.c., 8	7, 8, 11
c.	Site development and other pre-opening requirements	3.5, 6.g.	11
d.	Initial and ongoing training	4.d.(v), 6.m., 29	11
e.	Opening	2., 6.m., 26	11
f.	Fees	1., 3.b., 6.p., 13.g., 13.h, 21.d., 30, 31.c., 46	5, 6,7
g.	Compliance with standards and policies/operating manuals	3.c., 3.d.(iv). 6.a., 6.g., 6.h., 6.l., 7.a., 15, 19.d., 21.f.(iii), 23.a.(iii)	11
h.	Trademarks and proprietary information	14, 19.c., 19.d., 21.f.(iii), 23.a., 34.	13, 14
i.	Restrictions on products/services offered	5.c., 8.e., 21.f.(iv), (v), (xiv), (ix), 35	8, 16
j.	Warranty and customer service requirements	6.i., 12	n/a
k.	Territory development and sales quotas	5.g.f., 6.c., 6.d., 9, 10	n/a
l.	Ongoing product/service purchases	6	8
m.	Maintenance, appearance and remodeling requirements	6.f., 6.g., 6.y.	n/a
n.	Insurance	21.f.(vii), 26	6,7, 8
o.	Advertising	5.dc., 6.c., 6.u., 14.d., 17., 19.c.	8, 11

	<u>Obligation</u>	<u>Section in Franchise Agreement</u>	<u>Disclosure Document Item</u>
p.	Indemnification	20	6, 8
q.	Owner's participation/ management/ staffing	6.h., 6.i., 6.l., 6.m.	15
r.	Records and reports	18., 19	n/a
s.	Inspection and audits	19.	6
t.	Transfer	27	17
u.	Renewal	4.b.-d.	17
v.	Post-termination obligations	23	17
w.	Non-competition covenants	25	17
x.	Dispute resolution	37, 38, 46	17
y.	Other (Personal Guaranty)	44.c.	

ITEM 10: **FINANCING**

We can, at our discretion, finance 50% of the initial franchise fee payable to us. We do not provide any other financing or financing arrangements.

Item Financed (Source)	Amount Financed	Down Payment	Term (MOS)	APR%	Monthly Payment (1)	Prepay Penalty	Security Required (2)	Liability on Default	Loss of Legal Right on Default
Initial Franchise fee	\$12,500 - \$50,000	50%	12 mos	No interest	Varies	None	None	Individual Liability	Not applicable

1. The remaining 50% of the initial franchise fee is payable in 12 equal monthly installments.
2. We self-finance the above purchases. We do not require any security interest to obtain financing.

Except when purchasing an existing location, you do not sign a promissory note, so there is no waiver of defenses. We do not have any practice or intent to sell, assign or discount the financing arrangements to any third party.

We do not offer other direct or indirect financing. We do not finance any debt to a third party. We do not guarantee your note, lease or obligation.

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

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

- (a) Our Obligations Before You Start Operating the Purchase Green Franchised Business:

1. In the Franchise Agreement, we'll designate the area where you must locate the business that you'll operate under the Franchise Agreement. (Franchise Agreement Section 3.).

2. We'll evaluate sites you propose. (Franchise Agreement Section 3.c.). We do not locate potential sites or assist in negotiating to lease or purchase a site; and we do not generally own the sites where our franchisees are located. Our criteria and requirements for the site are in the Operating Manual and concern such matters as nature of facility, suitability of facility to the Purchase Green business, size, zoning and accessibility. (Franchise Agreement Section 6.g).

We may require that your lease contain certain provisions. Examples include that landlord provide us 30 days' notice of breach, letting us cure your breach and letting us assume your lease rights and obligations if you breach or on termination. We won't unreasonably withhold approval, but, can refuse to approve the lease if it does not contain provisions we require.

We'll approve or disapprove a proposed site within 10 days after you submit all the information we require. If we do not approve a proposed site and if you and we cannot agree on a site that is satisfactory to us, then we have the right to terminate the Franchise Agreement. (Franchise Agreement Section 3.c.).

You must make sure the location of your business complies with local ordinances and zoning requirements.

3. We'll construct a paid search internet advertising campaign for the territory of your franchise. We'll build, manage and cover costs associated with a pay per click ("PPC") campaign for the area of your franchise. (Franchise Agreement Section 7.h.).

4. We'll provide initial training to you and up to 2 additional owner(s) and/or employee(s) for a maximum of 3 trainees. (Franchise Agreement Section 7.l.). More information on training is provided below in this Item 11. Your attendees must complete the training to our satisfaction.

5. We'll provide you electronic access to our Operating Manual, Standard Operating Procedures and our Learning & Management library. These contain specifications, standards, operating procedures and rules for the Purchase Green business and information relative to your obligations. We can add to and modify these documents. You must keep these confidential. (Franchise Agreement Section 15.). You must operate your Purchase Green business in compliance with the terms of your Franchise Agreement and these Manuals.

6. We'll identify approved inventory for your Purchase Green business. We can revise what is approved from time to time. For some or potentially all items, we could designate ourself or our affiliate as an approved supplier or sole approved supplier. (Franchise Agreement Section 8.).

7. We'll build, host & manage a page for your store on our website, www.purchasegreen.com. Your store page will be hosted as a subdomain, subfolder or equivalent. (Franchise Agreement Section 7.d.).

8. We create and manage local business listing(s). (Franchise Agreement Section 7.e.).

9. We set you up with Adtrack, a digital phone support platform. You will have two phone numbers (owned by us), one for voice calls for your Purchase Green business and another for Internet marketing, call recording for quality control and roll-over call support so no call goes unanswered. You pay us a monthly fee for this service, currently \$140. (Franchise Agreement Section 7.i.).

10. We provide you a marketing automation platform user account for lead and call management. We have the option to change or upgrade that platform and bill you for it. (Franchise Agreement Section 7.j.).

11. We provide training & support to include: warehouse requirements and setup; product display; accounting setup and administrative support; inventory management; suggested pricing structures; continuing training on product knowledge; continuing training on installation procedures. (Franchise Agreement Section 7.l.).

(b) Time to Start Operating.

You must start to operate your Purchase Green business within 90 days after signing the Franchise Agreement. Factors that may affect this time include obtaining a location for your retail space that meets our approval, completing our initial training, obtaining vehicle(s), equipment and inventory, availability of equipment, products and supplies and any other circumstances, some beyond our or your control, that could cause delay. We estimate the typical length of time between signing the Franchise Agreement and opening the Purchase Green business is about 90 days.

(c) Our Obligations to You After You Start Operating:

1. We'll pay, build and manage an initial Pay-Per-Click search campaign covering your territory. (Franchise Agreement Section 7.f.).

2. We'll make goods and services available to you either directly or through approved suppliers. (Franchise Agreement Section 8).

3. We may provide additional and remedial training programs for new or replacement supervisorial or managerial personnel (Franchise Agreement Section 7.l.).

4. You will not be authorized to create a separate website for your business. We will establish your Internet domain name and website, which could be a page or portion within our website, or a website separate from our website with a distinct domain name. We will have sole authority to establish the domain name and website. You will assist us in customizing the website for the Business. We will have the rights, at all times to own the website and domain name for the Business, edit its contents and/or suspend its accessibility in whole or in part. (Franchise Agreement Section 17.b.).

5. We or our agent will manage and control appropriate local business listings and citations. You must provide us information to update the listings. You will not be authorized to create or manage separate local business listings or citations. (Franchise Agreement Section 7.e.).

6. We'll provide access to select corporate web analytics data. (Franchise Agreement Section 7.g.).

7. We'll forward to you consumer leads that reside in your Territory, generated from our website, your hosted website or web page, the pay-per-click campaign we manage on your behalf, and other forms of advertising we or you may choose to participate in. (Franchise Agreement Section 7.h.).

8. We or our affiliates will supply products listed on our website to you for sales within the Territory. We can make changes, introducing new product, discontinuing products and changing

prices, as examples. We'll try to give you 30 days' notice, but we aren't obligated to. (Franchise Agreement Sections 8.a-c.)

9. We will provide Roll-Over Call Support. (Franchise Agreement Section 7.i.).

10. We will try to keep a sufficient inventory of products to be able to fulfill your purchase orders in a reasonable time in most instances; keep you informed of our inventory levels and provide reasonable advance notice of potential out-of-stock conditions; and try to provide you 30 days' notice where possible of any changes in our product line (Franchise Agreement Section 8.c.).

11. We'll provide guidance on Product knowledge and installation procedures (Franchise Agreement Section 7.l.).

12. We will provide you a promotional material packet. If you ask, we'll provide, at your expense, additional copies of promotion, marketing, advertising and related reference and assistance in generating those materials for use in your Territory. (Franchise Agreement Section 17.c.).

13. We may visit your business, at times and frequency we decide, to provide you consultation, assistance and guidance we deem appropriate in some aspects of the business. We may prepare and may provide you written reports suggesting changes or improvements and noting deficiencies we notice. (Franchise Agreement Section 20.d).

14. You must get our approval of all advertising materials you will use. (Franchise Agreement Section 17.a.).

15. You must hire personnel for your Purchase Green business. You are solely responsible for all hiring and employment decisions and functions relating to your Purchase Green business including hiring, firing, training, remuneration, wage and hour compliance, personnel policies, benefits, recordkeeping, authorization of personnel to work in the United States, supervision and discipline of employees. Employees you hire or employ will be your employees. You will file your tax, regulatory and payroll reports and be responsible for all employee benefits and workers compensation insurance payments for your employees and operations. You are responsible to establish and implement your own employment policies.

(d) Products and Pricing

The Purchase Green business offers turf and accessory products. We'll identify or develop products we view as anticipating or being responsive to market conditions. We may recommend prices. You decide and set your prices for products and services.

If we establish a national or regional account program and invite you to assist in providing products or services to a national or regional account we have arrangements with, then as a condition of participating you must comply with any pricing arrangement we have reached with the account.

(e) Advertising.

To use your own advertising, you must first get our written approval. You submit to us or our designated agency, for consent, promotion materials and advertising you propose to use. We'll try to respond within 5 business days, but proposed material is not approved unless and until we tell you in writing they are approved. (Franchise Agreement Section 17.a.).

Each quarter, you must spend the lesser of 2% of gross revenues or \$7,500 on advertising. This can include internet advertising approved by us. On request, you provide us accountings and proof of your expenditures. (Franchise Agreement Section 17.d.).

Alternatively, you can contribute an amount we specify, not exceeding the above to the PGF Marketing Fund. These payments will be credited toward amounts you are required to spend on local advertising.

If and when we establish the Marketing Fund, we or our designee will direct all advertising programs with sole discretion over the creative concepts, materials, media, placement and allocation. We will administer the Marketing Fund. We don't promise that the fund's expenditures will be equivalent or proportionate to your contribution, nor that you or any franchisee will benefit directly or pro rata from our use of the fund.

Monies in the Marketing Fund may be used to for a wide range of purposes, among them to maintain, administer, direct, produce and prepare promotions and advertising, costs of conducting public relations, advertising and producing promotion brochures and other marketing materials. These monies may be commingled with our other funds or kept in a separate account from our other monies.

The Marketing Fund won't be used to solicit selling franchises or to defray our general operating expenses, except for reasonable administrative costs and overhead, not to exceed 20% of the amounts contributed to the fund, that we incur in activities reasonably related to the administration or direction of the fund and advertising programs including, without limitation, market research, preparing marketing and advertising materials and collecting and accounting for assessments for the fund.

We can terminate the fund. We won't terminate the fund until all monies in the fund have been expended for advertising and promotion purposes or returned to franchisees. If terminated, we can restart the fund or a new Marketing Fund.

An accounting will be prepared annually and made available to you on request. We can require that the annual accounting include an audit prepared by an independent CPA, prepared at the expense of the fund.

You must register for, attend, and advertise at least 2 trade or home shows per year, at least one in the Spring and one in the Fall. You submit to us for approval a list of trade shows you wish to attend and at which you want to advertise. (Franchise Agreement Section 6.e.)

We do not have an obligation to do particular advertising, whether in a particular amount, geography or media. At the effective date of this Disclosure Document we had not established the Marketing Fund, so no monies were contributed to a fund and no fund monies were used. As of the issuance date of this Disclosure Document, we anticipate that franchisees will contribute similar amounts to the Marketing Fund. For each location we operate, we anticipate that we will contribute to the Marketing Fund on a pro-rata basis, but there is no contractual requirement for us to do so. We are not required to spend any amount on advertising in any particular area or at all. There is no franchisee council that advises us on advertising.

(f) Website and Internet.

We'll establish one or more websites to advertise, market and promote the Purchase Green brand and Purchase Green businesses. These may include the Purchase Green franchise opportunity.

You must not maintain an internet website or a presence or advertise on the internet or other computer network without our prior written consent.

We'll establish your internet presence. This will be a page or portion in our website, or separate website with a distinct domain name. We'll have sole authority to establish the domain name and website. We'll have the rights for us or our designee to own the website and domain name, edit its contents and/or suspend its accessibility in whole or in part. (Franchise Agreement Section 17.b.).

If we grant you a right to operate a separate website or splash page, maintain an internet presence or presence through any social networking site, you must follow our standards and policies stated in the Manual or otherwise. We can modify or supplement our policies.

We have an internet website, www.purchasegreen.com, that provides information about Purchase Green products, services and programs. We have the sole right to market on the internet, including use of websites, domain names, uniform resource locators, keywords, linking, search engines, search engine optimization techniques, banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding. We have the sole right to use the marks on the internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and linking, marketing, co-branding and other arrangements. We have the sole right to approve linking to or other use of the Purchase Green website.

(g) Computer Hardware/Software.

You will use a cloud-based version of Quickbooks or an approved substitute (at the issuance date of this Disclosure Document, NetSuite is an approved substitute) for bookkeeping and as your point of sale (POS) system. You will need a computer and printer. We do not currently require you to use a specific computer or printer. Estimated cost to purchase a suitable computer and printer is \$750 to \$2,500 and it is estimated that these will need to be replaced about every 3 years. At any time, we can specify computer hardware, software and peripheral equipment you must obtain or set minimum specifications. You must provide us at all times, with on-line access to your POS system and all data and information. There is no contractual limit on us accessing your POS data and information.

We designated/approved the cloud version of QuickBooks. Your estimated cost for this is about \$75 - \$150 per month. We require you to grant us administrator level access for electronically collected information and data.

We can require you to pay us and third party suppliers, recurring and nonrecurring fees for hardware and software.

We can change the required software. We can require you to update the software. (Franchise Agreement Section 18.). There is no restriction on how often we may require this.

You must, at your cost, update and modify the computer hardware/systems to meet changes in our specifications. (Franchise Agreement Section 18) You are responsible for maintenance, repairs or updates to your computer system. Your cost may be minimal such as if you or an employee are capable of performing system maintenance and support. If you work with an outside provider on a per-incident basis, we would expect charges for attention to a maintenance or support need to typically involve 1 – 2 hours at about \$100 - \$150 per hour for outside support.

(h) Manuals. The table of contents for the Operating Manual is attached as Exhibit G to this Disclosure Document. At the date of this Disclosure Document, the Manual was 90 pages. The Operating Manual is online and multi-media. (Franchise Agreement Section 15.).

(i) Training. Before opening your business, we provide an initial training program. (Franchise Agreement Section 7.1) The topics are listed in the chart below. You must designate a manager and you and that person must complete the initial training to our satisfaction. Franchise Agreement Section 6.m.).

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Learning Management System	.5		LMS System (digital learning)
Products	3		LMS System (digital learning)
Tools & Accessories	1		LMS System (digital learning)
Installation Basics	1		LMS System (digital learning)
Store Operations	1.5		LMS System (digital learning)
Lead Management	1.5		LMS System (digital learning)
Accounting	2*		Corporate Training Office
Installation	7		Corporate Training Office
Support Systems	2.5		Corporate Training Office
Operations	9		Corporate Training Office
Order Processing and Supply Chain	3		Corporate Training Office
Sales & Marketing	2.5		LMS System (digital learning)
Store Operations – Manager shadowing		40	Corporate Training Office
Total	34.5*	40	

*With regard to accounting training, if you ask, we can provide additional training up to 6 additional hours.

The initial training will include a combination of on-site training at one or more of our facilities, some by video conference, and digital training classes on our learning management system (LMS) platform. We may waive or modify all or some training requirements for personnel we determine, in our discretion, already has skill, experience and/or training to operate according to the System.

You must complete the initial training to our satisfaction before opening for business. You can do this any time that you and we schedule training, after entering into the Franchise Agreement and before opening for business. Usually it is preferable to complete training closer in time to, but several days ahead of opening. Training programs will be made available as needed.

At the issuance date of this Disclosure Document training is supervised by Joshua Turcotte. Mr. Turcotte has 8 years' experience in the artificial grass industry. The person supervising training may be assisted by team members from our Franchising team, Learning & Development team, and New Store Coordinator.

If we determine you or a person associated with you is unable to satisfactorily complete any part of training, we can require attendance at additional training to prove the ability to operate the Purchase Green business to our satisfaction or require you or a new approved designee to complete the training subject to our then-current training requirements or terminate the Franchise Agreement.

We can require you and your personnel to attend and successfully complete new or refresher training. These may be at locations we designate. These may be conducted specifically for such persons or for a broader range of persons. While you are in full compliance with the Franchise Agreement, attendance won't be mandatory at more than one such additional or refresher training program in any calendar year and any such program shall not exceed 5 business days in a calendar year. You bear all expenses, including, without limitation, travel, lodging, meals and salaries.

ITEM 12: **TERRITORY**

We grant a specific geographic area to operate your Purchase Green business. We state the area in the Franchise Agreement. The proposed territory will be provided to you at least 7 days prior to you signing the Franchise Agreement. We will not grant another franchisee a territory that overlaps any portion of that territory or authorize someone else to open a Purchase Green franchised business using the Purchase Green marks, in that territory as long as you are in compliance with the Franchise Agreement. We anticipate designating your territory based on a combination of city boundaries, zip codes, major intersections, and the like, using demographic information, projected advertising spend, driving distances and to determine these zip codes and/or boundary lines. Typically, territories are a radius of 10 to 25 miles or equivalent in square miles since territories are not necessarily circular, or equivalent to approximately 1200-2000 square miles. Other factors are projected advertisement spending; number of clicks, and/or a combination of the number of people and popularity of the product in that market;

You must operate from a showroom and warehouse approved by us. The showroom is also a sales office and store. The warehouse is for storage and inventorying of product. Normally this will be near the general center of your Territory and not within 10 miles of a territory border. You may not change your location without our prior written approval.

You may sell Purchase Green products to any customer who comes to your showroom or service facility and wants to self-install the products, even if their location is outside your territory. Other franchisees, distributors and our affiliate-owned businesses may sell Purchase Green products to any customer who enters their showrooms or service facilities and wants to self-install, even if their location is in your territory.

You can distribute, install and arrange for installation of Products outside your territory, but not market or sell outside the Territory without specific written authorization from us, and in all instances marketing in a territory owned by another franchisee is prohibited. We can require you to cease activity outside the Territory, in areas PGF grants to others as franchisees. We can grant territory(ies) outside your Territory to others, including in geographic areas adjacent to the Territory.

You are not allowed to market or solicit or use the Internet to market or solicit customers or sell to customers outside your territory; use other channels of distribution, such as telemarketing or other direct marketing, to solicit customers or make sales outside your territory; or advertise and market in media that circulates outside your territory.

We reserve the rights, regardless of the above exclusivity, to:

- (1) sell the same or related services, products and equipment outside your territory;
- (2) offer to the public separately, jointly or with others, all related services and/or products of every kind, using Purchase Green marks, copyrights, and know-how, all outside your territory;
- (3) establish, operate and/or license others to establish and/or operate franchised businesses anywhere adjacent to or outside the territory granted to you,
- (4) establish, operate, and grant rights to others to establish and operate, franchised businesses and other similar or different businesses at any locations, on any terms we choose, outside the territory;
- (5) develop and establish other business systems based outside the territory, which could distribute products or services similar to those offered by your business, using names or marks other than the Purchase Green marks, within or outside the territory, and to grant licenses to use those systems;
- (6) advertise and promote the System anywhere, including the territory granted to you;
- (7) acquire assets or minority or controlling ownership of businesses identical or similar to the franchised business, and/or franchise, license, and/or similar agreements for such businesses, some or all of which might be in or near the Territory;
- (8) acquire other businesses, and/or be acquired by a business, whether identical or similar to Purchase Green, even if the other business operates, franchises and/or licenses competitive businesses in or near your territory;
- (9) contract with, sell to or enter into alliances or similar relationships with National Accounts, which could have locations in your territory, to use for themselves or provide Purchase Green products and services to others;
- (10) use our marks in promotion and marketing to identify products and services distributed at any location, including sales through retail locations, home improvement and hardware stores, distributors, Internet, catalog sales, telemarketing, or other direct marketing sales;
- (11) use and license other marks (not “Purchase Green”) in the sale of products and services the same, similar to, or different from, those you sell, in alternative channels, businesses the same, or

similar to, or different from Purchase Green businesses, at any locations, on any terms, without granting you rights to them;

- (12) any activities not prohibited in the Franchise Agreement.
- (13) use and license others to use the marks and system for operation of Purchase Green businesses at any location other than in your territory;
- (14) use the marks in promotion and marketing to identify products and services distributed at any location, including sales through such channels as retail locations, home improvement and hardware stores, distributors, the Internet, catalog sales, telemarketing, or other direct marketing sales;
- (15) use and license the use of other marks (dissimilar from the “Purchase Green” marks) in the sale of products and services the same as, similar to, or different from, those you sell, whether in alternative channels in businesses the same, or similar to, or different from Purchase Green businesses, at any location, and on any terms, without granting you any rights to them; and
- (16) engage in any other activities not expressly prohibited in the Franchise Agreement. .

A National Account is a business, organization, government or quasi-government entity or other entity that has operations or represents a customer-base, directly or through others, or is an architect, contractor, designer, installer, end user of products, reseller or consultant, operating in two or more franchise territories or with at least ten (10) locations, and has a National Account relationship with us or our Affiliate. A National Account relationship includes any contractual relationship, strategic alliance or similar relationship with us or our Affiliate to provide Purchase Green products and services to National Account locations for use or resale or to provide endorsements, assignments or referrals for Purchase Green products and services to customers.

We will provide you an opportunity to provide Purchase Green products and services to National Accounts at locations in your territory or to a customer in your territory endorsed, assigned or referred to us by the National Account on the terms in our National Account relationship (e.g. qualifications, conditions for availability, installation expertise, price, discounts, and other requirements.) If within 10 days of contacting you, you are unable to provide the Purchase Green products and services, or you do not elect to provide the products and services according to the terms, then we, our Affiliate or their designees, including other franchisees or distributors, can do so. Failure or refusal by you to serve a National Account with respect to one transaction will not be a failure or refusal by you to serve that National Account with respect to subsequent transactions but after we arrange for someone else to service a particular National Account, that provider may continue to do so and so long as other person/entity services the National Account, we are not required to offer that opportunity to you. If you fail or refuse to serve a National Account, you will not be entitled to receive compensation from us or someone else providing products and services to that National Accounts or their designees, with respect to the specific underlying transaction. You do not receive compensation for any of the above activities we may do. We are not required to refer you to a National Account that expresses a preference for another provider, whether on its own initiative or in response to an inquiry.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Continuation of your territory does not depend on achieving a certain sales volume or market penetration or other contingency, but there will be minimum volume requirements to stay in

compliance with the Franchise Agreement. The Franchise Agreement does not authorize us to modify your territory.

We do not have any current plans to operate or franchise a business under a different trademark that sells goods or services similar to those to be sold at your Franchised Business but reserve the right to do so.

Some of our affiliates operate businesses and sell similar goods and services as you will. For example, our affiliate Engineered Turf Manufacturing, LLC sells turf products. CH3 Solutions, LLC and Swisstrax, LLC sell garage and court tiles. Poly-Green Foam Holdings, LLC sells padding that goes under turf. Your Purchase Green business may carry and offer some or all of these products for sale in the future. Depending on your location, our affiliate Turf Factory Direct Distributing, LLC may also sell turf in your territory, but any sales are done in connection with their distinct brand. We do not anticipate any conflicts in our affiliates' activities as you and they will operate under different and distinct brands.




We do not have a specific plan for resolving conflicts between you and us. We do not anticipate any such conflict and would address any such conflict based on its own circumstances, if it occurred.

You do not receive any right of first refusal or other right to acquire additional franchises.

We are part of an organization that has many affiliated entities and may have additional and different affiliates from time to time. We may not be in a position to limit or control the activities of affiliates. Affiliates may compete with you.

ITEM 13: **TRADEMARKS**

We grant you the right to operate under the name "Purchase Green" and may authorize you to use other marks we own or have the right to use. PTP owns the following marks which are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Purchase Green	5545105	August 21, 2018
	5544929	August 21, 2018
	5545573	August 21, 2018
	5540706	August 14, 2018

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Cool Yarn	5861701	September 17, 2019
Hero Fill	5642888	January 1, 2019
Kickin' Grass	5545402	August 21, 2018
Mellow Fill	5931370	December 10, 2019
Turf Bomb	5654705	January 15, 2019
We're Happy, Helpful and Happy to Help!	5540882	August 14, 2018

At the appropriate time, PTP intends to renew its principal trademarks and to file all appropriate affidavits to maintain its principal trademarks.

Above are the principal trademarks licensed to you at the issuance date of this Disclosure Document. There are currently no effective material determinations of the USPTO, Trademark Trial and Appeal Board, trademark administrator of this state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the marks.

We are not aware of anyone having superior rights in the mark "Purchase Green" or any infringing use or anyone making a claim regarding our use, that could materially affect the use of the marks in this state or any state in which the franchised business will be located.

A license from PTP lets us use and franchise you to use the marks. The license has no set term and can be terminated by either party at any time. Because PTP is our parent company, we do not expect they would terminate the license at any time that would be disruptive to us. Under the license, franchises granted prior to termination may continue to use the marks for the rest of their franchise term and any renewals. Other than this license and franchise agreements we enter into, no other agreement materially limits our right to use or license the use of the marks.

As between you and us, we own the trademarks. Your right to use the marks comes only from the Franchise Agreement and is limited to conducting business pursuant to and in compliance with the Franchise Agreement. All your use of the marks and goodwill established by that use is for our benefit and does not confer in you any goodwill or other interest in the marks. You must not ever contest the validity or ownership of any of the marks or help anyone else to do so.

You will be identified as "Purchase Green [community name]" or mutually agreed equivalent, on our website, printed literature, and elsewhere that we identify you. You must use this identifier in marketing and sale of products. You must promptly obtain all approvals and make all filings required by any government authority to use this identifier. You must not use a different identifier without first obtaining our written consent. You must prominently state in all printed materials that identify you: "An Independently Owned, Authorized Purchase Green® Distributor."

Any installation contract or contract for services that goes beyond retailing products must list your legal business name, the above listed DBA and must include the modifier listed in the Section 17(i). Your contracts must not include or omit any term or phrase or content or disclosure, that may lead a customer to believe they are contracting with us.

All your use of the marks and goodwill established by that use is for our benefit and does not confer in you any goodwill or other interest in the marks. You must not ever contest the validity or ownership of any of the marks or help anyone else to do so.

You must not use any of the marks or portion of any mark as part of a corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols or any modified way. You must not use any of our marks in selling any unauthorized product or service or in any way not expressly authorized in writing by us. You must give notices of trademark and service mark registrations as we specify. You must obtain fictitious or assumed name registrations as required by law.

You must notify us if you become aware of or suspect third-party infringement of our intellectual property. You must provide enough details for us to identify the actual or potential infringement. We can take or not take action as we deem appropriate and will have no obligation to take any action or particular action. You must not take action regarding a potential or actual infringement without prior written consent from us. You must notify us of any action, claim or demand against you relating to our marks within 3 business days after you find out.

After we receive timely notice from you, we will have the right, but not the duty, to defend any such action. We can contest or bring action against a third party regarding their use of any of the marks. In the defense or prosecution of any litigation relating to the marks or parts of our system, you must cooperate with us and sign any documents and take actions that we ask.

If we think it advisable to modify or stop using any mark, and/or use one or more additional or substitute names or marks or symbols, you must comply with our direction to do so. We won't be liable with regard to such modification or discontinuance of any mark.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing the words "Purchase Green" or variation of "Purchase Green" or any term similar to "Purchase Green" without our prior written consent.

You must not do or permit anything to be done that conflicts with our rights in the trademarks or any of our intellectual property and must not contest or help anyone else contest our ownership.

There are no other agreements currently in effect which significantly limit our right to use or license the use of the Marks in any manner material to the franchise.

ITEM 14: **PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

We do not claim to own any patent or registered copyrights which are material to the franchise. We claim common law copyright and trade secret protection for several aspects of our system, methods, techniques and operational procedures; products, product specifications, design, décor, signage, manuals and related materials including advertisement and promotion materials though such materials may not be registered in the Copyright Office. These materials are proprietary and confidential and are our property and may be used by you only as provided in your Franchise

Agreement. We reserve the right to register any of our copyrighted materials any time we deem appropriate.

There are no effective determinations of the Copyright Office or any court regarding any materials as to which we claim copyright rights. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses known to us, which could materially affect your use of the copyrighted materials in any state.

We may authorize you to use certain works we claim copyright rights to. These include the Operating Manual, advertisements, promotion materials, packaging, posters and signs and may include all or parts of the marks, software, trade dress and other portions of the system. These are our property.

If you develop any methods, specification, process, procedure, program, project, work of art or other materials in the course of operating the Purchase Green business which we approve for use and/or sale in the business, it will be deemed to be a work-made-for-hire belonging to us, and automatically become our property. To the extent it is not deemed to be a work-made-for-hire, you assign all rights and ownership to us. At our request you must sign documents and take action we ask to enable us to secure all rights in us. If you don't, then we can sign and act on your behalf as your attorney-in-fact.

We will provide you proprietary, confidential and trade secret information. Any improvements you develop or customer lists and databases you obtain will be our proprietary information. Our trade secrets include methods, specifications, processes, procedures and/or improvements regarding a Purchase Green business, our system and any information that is valuable and secret in the sense that it is not generally known to competitors of us. You must maintain absolute confidentiality of all such information during and after the term of the franchise and must not use any such information in any other business or in any manner not specifically authorized or consented to in writing by us.

You may provide confidential information only to the extent and only to those of your employees who must have access to that information to operate the Purchase Green business.

The goodwill associated with all phone and fax numbers, email addresses, domain names and social media and other Internet addresses used the business is an asset that belongs to us. On cancellation, termination or expiration of the Franchise Agreement, you will be deemed to have assigned to us or our designee all right, title and interest in these. You must sign instruments we request to further confirm the assignments and transfers to us. On our request you must notify the phone companies, internet service providers, listing agencies, websites and others whom we request that you notify, of the termination, cancellation or expiration and transfer to us of all right to use of these and any regular, classified or other phone directory listing associated with the marks and give notice of making the transfer to us.

We will be entitled to obtain restraining orders and injunctive relief to safeguard our proprietary and confidential information.

Your owners, directors, shareholders, partners of 5% or more ownership and employees having access to our confidential and proprietary information must sign our Non-Disclosure and Confidentiality Agreement attached to this Disclosure Document as Exhibit C. You must submit a copy of each signed non-disclosure agreement to us on signing and submit annual updates to us listing those individuals having access to our confidential and proprietary information.

We can change, update or modify the system, adopt and using new or modified trade names, trademarks, service marks or copyrighted materials, new menu items, products, equipment, computers, technologies, techniques, marketing, promotion and any other aspects or elements. We'll tell you of modifications through the Operating Manual or other means we select. You must comply with modifications we make. You must not modify or alter our system.

You must never, in perpetuity, divulge to any person or entity any information, trade secrets, and processes, used for our Purchase Green business or any information stated in our Operating Manual. You must not do or permit anything to be done that conflict with our rights in any of our intellectual property and must not contest or help anyone else contest our ownership.

ITEM 15:
OBLIGATION TO PARTICIPATE IN THE
ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are responsible for the operation of your Purchase Green business. The Purchase Green business must always be under your direct supervision. You must devote full time and attention to managing and supervising activities of the Purchase Green business.

If we consent to you having less than full time involvement, you must employ and retain an individual who will have authority and responsibility for day-to-day operations. The manager must: actively supervise and manage the Purchase Green business full time and devote full time and best efforts to the Purchase Green business and no other business; meet our education, experience, and other criteria for the position; be an individual acceptable to us; and successfully complete the initial training program to our satisfaction.

If you are a business entity, you must designate a manager acceptable to us who will be responsible for communicating with us. We can require you to have your manager agree to restrictions against diverting business or having an interest in a competitive business.

If you operate more than one franchise, you must divide at least a 40 hour work week among all the Purchase Green businesses you operate and employ at least the number of managers for each Purchase Green business to meet our requirements for managers. We are not obligated to permit or consent to you operating more than one or any additional Purchase Green businesses.

You must supervise the operation of your Purchase Green business at all times. You must keep us informed at all times of the identity(s) of employee(s) acting as manager(s) of the Purchase Green business. If you select a substitute or additional supervisory or managerial personnel, you must make sure the supervisory or managerial personnel becomes a qualified manager by successfully completing our initial training. If your supervisory or managerial personnel fails to complete the initial training, you must designate a new supervisory or managerial personnel to become a manager.

All holders of a legal and equitable, or beneficial interest in the business, along with their spouse if applicable, must personally guarantee performance of all your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Guaranty attached to the Franchise Agreement.

All personnel employed by you who receive training from us; any members, managers, directors, officers and holders of 5% or more of you, and of any entity directly or indirectly controlling you, and all general partners and limited partners must sign non-disclosure and confidentiality covenants in a form acceptable to us.

Certain individuals associated with your business, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees and staff are required to sign nondisclosure and/or non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

ITEM 16:
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only merchandise and services that are authorized by us, as described in the Operations Manual. Merchandise and services authorized by us may vary among franchisees based on specific market conditions, including any requirements of local laws and regulations that may restrict your ability to provide certain merchandise or services in the territory. We may change goods and services you must offer, on notice to you. There is no limit on the number or type of changes we may make. We may modify the Purchase Green business specifications and authorized goods and services at any time and for any reason we believe will benefit the Purchase Green system. We will notify you of changes in writing.

The entity you must form to operate the Purchase Green business may not engage in other business, except operation of other Purchase Green businesses, if applicable. You may not use the Purchase Green office where you operate the business for any other purpose without our prior written consent.

You may not maintain a website or presence or advertise using any public computer network or in any channel of distribution not specifically identified in the relevant agreements with your Purchase Green business other than the website hosted by us or our affiliate.

Your operations must comply with all applicable laws. These include laws described in Item 1. You must investigate which laws apply to your business.

ITEM 17:
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following tables list certain important provisions of the franchise agreement and the multi-unit development agreement. You should read these provisions in the agreements attached to this disclosure document.

FRANCHISE AGREEMENT

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
a. Length of the term of the franchise	4.a.	Initial term is 10 years.
b. Renewal or extension of term	4.b.	5 years. Provision in the renewal agreement for further renewal may be limited to not exceed 5 years. Renewal agreement may materially differ also in other ways.

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
c. Requirements for you to renew or extend	4.c., 4.d.	You must give us written notice of election to renew 180 – 270 days before expiration of term; you must have fully complied with Franchise Agreement, including payments to us and our affiliates, you must prove you will keep the showroom and warehouse for the renewal term and satisfy specifications and standards for the showroom and warehouse; at least 60 days before expiration, sign Franchise Agreement then being used by us; which may materially differ from current agreement; we can modify to omit or limit further renewal in excess of 5 years; sign a release in favor of us and our then and past affiliated persons and entities; we may ask you to attend re-orientation training; you must meet then-current requirements for new or renewal franchise.
d. Termination by you	21. a. c.	You may terminate with 180 days notice; you must pay an early termination payment, which is amount needed to achieve your minimum quantity of purchases for the year but at least 6 months. You can terminate if we breach and fail to cure within 60 days of receiving written notice.
e. Termination by us without cause	None.	The Franchise Agreement does not have a provision for us to terminate without cause.
f. Termination by us with cause	3.d., 21.a, 21.b.	We can terminate the Franchise Agreement if we have cause. If you have not cured a default under this Agreement within the time allowed, we may temporarily or permanently reduce the size of the Territory; temporarily or permanently suspend particular or any or all advertising, marketing and/or promotion of your showroom; charge you a non-compliance fee; and/or assume operation of the Purchase Green business.
g. "Cause" defined - curable defaults	3.d., 21.d 21.e., 21.f.	You fail to cure breach within 90 days after notice; fail to pay amount due to us, our affiliate or your landlord within 10 days after notice; fail to cure the following within 60 days after notice: (i) failure to operate; (ii) failure to obtain our written approval or consent where required; (iii)

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
		<p>misuse, or unauthorized use of our intellectual property; (iv) participate in a business or marketing service or product under a name or mark confusingly similar to our intellectual property; (v) offer or sell unapproved product or service or fail to offer or provide all authorized products and services; (vi) engage in or permit violation of law, ordinance, rule or regulation; (vii) fail to obtain/maintain all required insurance or name us and affiliates as additional insureds; (viii) your manager is not qualified or no longer qualified; (ix) acceptable site not found/agreed within 45 days, lease not signed within 60 days; you have not started operating within 90 days of signing Franchise Agreement. We can terminate if you fail to purchase the Minimum Quantities in a calendar year. We'll provide written notice of intent to terminate by January 31 of the following year and you have until March 31 to cure. This cure (re minimum quantity) is available to you twice during the term.</p>
h. "Cause" defined -non curable defaults	21.g.	<p>(i) you abandon by failing to operate 10 days or shorter period and we conclude you do not intend to continue operating; (ii) you, or owner, shareholder, member, director, officer, manager, or partner is/are convicted of felony, fraud, crime involving moral turpitude or crime or offense we believe is likely to hurt our system, intellectual property or goodwill; (iii) you make misrepresentation relating to creation, acquisition or operation of the business; (iv) your conduct reflects materially and unfavorably on operation and reputation of the business or us or our intellectual property; (v) you fail, for 10 days after notice to comply with law, regulation or requirement, and fail to notify us; (vi) repeatedly fail to comply with 1 or more material requirements of Franchise Agreement, even if ultimately corrected; (vii) 3 or more material breaches in 12 months, even if cured; (viii) material breach</p>

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
		of Franchise Agreement that is incapable of being cured; (ix) you or shareholder, director, officer, partner, member or employee acquire interest in similar business (except passive ownership of less than 3% of a public company is permitted); (x) unauthorized use or duplication of our business, products or services; (xi) unauthorized disclosure of confidential information; (xii) you sell, sublicense, assign or transfer any interest in the Franchise Agreement or the business; (xiii) violate covenant not to compete; (xiv) fail to start operating in the time provided in the Franchise Agreement; (xv) misrepresent, substitute or palm off non-authentic products or services; (xvi) knowingly maintain false books or records or submit a false report to us; (xvii) transfer any rights or obligations or interest without our consent; (xviii) violate law or ordinance that relates to or impacts providing or ability to provide products and services, or failure to notify us of notice of a violation; (xix) fail to comply with all laws and ordinances, or (xx) you or owner's assets, property or interests are blocked relating to terrorist activities.
i. Your obligations on termination/non-renewal	22.b., 23	Stop representing yourself as franchisee; stop use of our intellectual property, de-identify as franchisee; not operate or do business under any name or in any manner affiliated with us or any "Purchase Green;" return all copies of Operating Manual, and all forms, advertising matter, materials to us; cancel assumed name registrations; transfer or assign phone number to us; pay us all amounts owed to us or our affiliate; upon termination of the Franchise Agreement, we will be deemed to be fully released from any and all claims or causes of action you may have or claim to have against us, our shareholders, directors, officers and personnel
j. Assignment of contract by us	27.a.	We are not restricted from assigning agreements with you.

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
k. "Transfer" by you – defined	27.b.	“Assignment” includes actual or purported assignment, sale, transfer or other arrangement having purpose or effect of changing ownership or control in the Business. Actual or purported transfer aggregating 25% is an “assignment.”
l. Our approval of transfer by you	27.b.	You may not transfer or assign interest without our prior written consent.
m. Conditions for our approval of transfer	27.c.	Proposed assignee must apply, meet our requirements, consent to background/credit check and additional investigation, demonstrate skills, qualifications, licensing and economic resources necessary to conduct the business; assume in writing all your obligations; you must have complied with all obligations to us;. You pay transfer fee equal to greater of \$7,500 or 2% of non-contingent consideration due you as of the closing date (for a transfer to controlled entity, \$2,500); proposed assignee complete training; you sign general release; you provide us agreements and other communications related to assignment; if transfer does not close, you reimburse our expenses in review of the proposed assignee.
n. Our right of first refusal to acquire your business	32	In a proposed transfer or offer to buy that you are interested to accept, you must provide us an executed written offer to buy. We have 21 days to notify you if we wish to purchase on the terms in the offer. We can substitute money for any nonmoney consideration. If you own more than 1 Purchase Green franchise, we must exercise our right of first refusal on all your franchises. We can sever other assets from the franchise if we purchase.
o. Our option to purchase your business	24, 32	We have the right to buy your inventory on expiration or termination of Franchise Agreement. Within 30 days of right of first refusal, we or our designee have the right to buy your Business.
p. Your death or disability	28	Any transfer will be subject to our approval, which will not be unreasonably withheld.
q. Non-competition covenants during the term	25.a.	You must not divert or try to divert any business or customer to any competitor, or

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
of the franchise		knowingly do any other act harmful to the goodwill of our intellectual property. You must not own, maintain, advise, assist, consult, help, invest in, loan to, be employed by, engage in, or have interest in any business specializing, in whole or part, in activities of or authorized for Purchase Green business.
r. Non-competition covenants after the franchise is terminated or expires	25.b.	Starting on expiration or termination of Franchise Agreement and continuing for 24 months and within 60 miles of location of showroom/sales office/warehouse or within 60 miles of location of any Purchase Green showroom, you must not have an interest in any business specializing, in whole or part, in activities of or authorized for Purchase Green business. The exception is providing installation services.
s. Modification of the agreement	35, 44	We could need to change and develop products, services, procedures, advertising, brand usage and any other aspects of the operation under our intellectual property. You must accept, use and effectuate such changes or modifications to, or substitution as if part of the operation. Franchise Agreement can be modified only by mutual and written agreement between you and us.
t. Integration/merger clause	49	Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	37.	Disputes are decided by a single arbitrator, according to Commercial Rules of Arbitration of American Arbitration Association; any award is final and binding. Arbitration between only us; no class-wide arbitration or combining with other arbitration is permitted. A party may bring court action for injunctive relief in aid of arbitration. We may have temporary or preliminary injunctive relief without bond.

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
v. Choice of forum	37.	Arbitration, and any litigation, are in Los Angeles, California (subject to applicable state law).
w. Choice of law	38.	California law governs (subject to applicable state law). If a provision of the agreement would not be enforceable under California law, and if the business is outside California and the provision would be enforceable under laws of the state where the franchised business is located, then the provision will be interpreted and construed under the law of that state.

ITEM 18:
PUBLIC FIGURES

We do not use any public figure to promote the franchise.

ITEM 19:
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records or an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or past financial performance of company-owned, affiliate-owned or Purchase Green Business. 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 Purchase Green Business, however, we may provide you with the actual records of that Purchase Green Business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Joshua Turcotte, phone (909)321-2969, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20:
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	0	0	0
	2021	0	3	+3
	2022	3	12	+9
Company Owned*	2020	9	10	+1
	2021	10	15	+5
	2022	15	19	+4
Total Outlets	2020	9	10	+1
	2021	10	18	+8
	2022	18	31	+13

*These outlets are owned by our parent, PTP.

The following table concerns Territory Holder Agreements, which agreements were entered into by PTP between 2014 and 2020 prior to us offering franchises:

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Territory Holder Locations	2020	11	11	0
	2021	11	10	-1
	2022	10	9	-1
Total Outlets	2020	11	11	0
	2021	11	10	-1
	2022	10	9	-1

Table No. 2
Transfers of Outlets from Franchisees/Territory Holders/PTP
to New Owners (other than the Franchisor)
For years 2020 to 2022

Year	Number of Transfers
2020	0
2021	0
2022	0

Table No. 3
Status of Franchise Outlets
For years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
California	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Colorado	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Georgia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Michigan	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Missouri	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Ohio	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Texas	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	3	0	0	0	0	4
Totals	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
	2022	3	9	0	0	0	0	12

*The above table is for franchises granted by us. The following table concerns Territory Holder Locations:

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Calif.	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	1	2	0	0	0	8
Colo.	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
Nevada	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Totals	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	1	10
	2022	10	1	2	0	0	0	9

Table No. 4
Status of Company-Owned Outlets¹
For years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisees	Outlets at End of the Year
Ariz.	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Calif.	2020	6	1	0	0	0	7
	2021	7	1	0	0	0	8
	2022	8	1	1	1	0	9
Colorado	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
Florida	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
Nevada	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisees	Outlets at End of the Year
	2022	1	0	0	0	0	1
New Mexico	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
Texas	2020	1	0	0	0	0	1
	2021	1	1	0	0	0	2
	2022	2	2	0	0	0	4
Utah	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
Totals	2020	9	1	0	0	0	10
	2021	10	5	0	0	0	15
	2022	15	4	1	1	0	19

¹ We do not own or operate any outlets. The above table is for outlets owned by our parent, PTP.

Table No. 5
Projected Openings as of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet ¹ in the Next Fiscal Year
California	0	0	1
Florida	0	4	0
North Carolina	0	0	2
Oklahoma	0	0	1
Tennessee	0	0	1
Utah	1	1	1
Other States	0	7	0
Total	1	12	6

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

During the last three fiscal years, no current or former franchisees signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchised system.

At this time there are no trademark specific franchisee organizations representing Purchase Green franchisees, and no such trademark specific franchisee organization has asked us to be included in this Disclosure Document.

ITEM 21: **FINANCIAL STATEMENTS**

Attached as Exhibit A are our interim unaudited financial statements as of July 31, 2023, our audited financial statements for the year ended December 31, 2022 and 2021, and our unaudited financial statement as of December 31, 2020. Our fiscal year end is December 31.

ITEM 22: **CONTRACTS**

The Franchise Agreement is attached to this Disclosure Document as Exhibit B.

The Bill of Sale, General Assignment and Conveyance is attached to this Disclosure Document as Exhibit C.

The Employee Non-Competition and Non-Disclosure Agreement is attached to this Disclosure Document as Exhibit D.

The Telephone Number Assignment Agreement and Power of Attorney as Exhibit E.

The Guaranty is attached to this Disclosure Document as Exhibit F.

The State Addenda is attached to this Disclosure Document as Exhibit H.

There are no other contracts or agreements provided by us to be signed by you.

ITEM 23: **RECEIPTS**

Two (2) copies of a detachable receipt acknowledging your receipt of this disclosure (one copy is for you and the other is to be signed by you and given to us) appear as Exhibit L.

EXHIBIT A
FINANCIAL STATEMENTS

PURCHASE GREEN FRANCHISING, LLC
BALANCE SHEET
JULY 31, 2023

**PURCHASE GREEN FRANCHISING, LLC
UNAUDITED INTERIM FINANCIAL STATEMENTS
FOR THE PERIOD JANUARY 1, 2023 THROUGH JULY 31, 2023**

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

Purchase Green Franchising, LLC
Balance Sheet (Unaudited)
July 31, 2023

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
Cash	
Bank	
1000103 - Wells Fargo - Checking - Franchise	\$863,850.62
Total - Bank	\$863,850.62
Total - Cash	\$863,850.62
Total Bank	\$863,850.62
Accounts Receivable	
1020100 - Accounts Receivable	\$4,166.66
Total Accounts Receivable	\$4,166.66
Other Current Asset	
1030000 - Other Current Assets	
1402000 - Intercompany Clearing Account	(\$52,118.24)
Total - 1030000 - Other Current Assets	(\$52,118.24)
Total Other Current Asset	(\$52,118.24)
Total Current Assets	\$815,899.04
Total ASSETS	\$815,899.04
Liabilities & Equity	
Current Liabilities	
Other Current Liability	
2035000 - Current Liabilities - Other	
2035021 - Other Current Liabilities	\$7,500.00
Total - 2035000 - Current Liabilities - Other	\$7,500.00
Total Other Current Liability	\$7,500.00
Total Current Liabilities	\$7,500.00
Long Term Liabilities	
2251000 - Deferred Franchise Holder Fees	
2251001 - Deferred Franchise Holder Fees - Cleveland	\$40,724.26
2251002 - Deferred Franchise Holder Fees - Fresno	\$53,952.67
2251003 - Deferred Franchise Holder Fees - Monterey	\$30,041.62
2251004 - Deferred Franchise Holder Fees - North Dallas	\$35,817.22
2251005 - Deferred Franchise Holder Fees - San Antonio	\$21,073.05
2251006 - Deferred Franchise Holder Fees - So Colorado	\$41,753.92
2251007 - Deferred Franchise Holder Fees - Atlanta North	\$39,710.48
2251008 - Deferred Franchise Holder Fees - Austin	\$36,249.98
2251009 - Deferred Franchise Holder Fees - West Michigan	\$19,073.08
2251010 - Deferred Franchise Holder Fees - West St. Louis	\$39,906.42
2251011 - Deferred Franchise Holder Fees - Utah County	\$17,577.57
2251012 - Deferred Franchise Holder Fees - St. George	\$22,849.85
2251013 - Deferred Franchise Holder Fees - Tampa	\$11,352.62
2251014 - Deferred Franchise Holder Fees - Miami North	\$11,352.62
2251015 - Deferred Franchise Holder Fees - Clearwater, FL	\$38,624.90
2251016 - Deferred Franchise Holder Fees - Atlanta West	\$48,924.92
2251017 - Deferred Franchise Holder Fees - Delray Beach, FL	\$48,924.92
2251018 - Deferred Franchise Holder Fees - Odessa, TX	\$34,488.44
2251019 - Deferred Franchise Holder Fees - Charleston, SC	\$49,646.15
Total - 2251000 - Deferred Franchise Holder Fees	\$642,044.69
Total Long Term Liabilities	\$642,044.69
Equity	
3020100 - Capital Contribution	\$530,000.00
Retained Earnings	(\$296,439.21)
Net Income	(\$67,206.44)
Total Equity	\$166,354.35
Total Liabilities & Equity	\$815,899.04

**Purchase Green Franchising, LLC
Income Statement (Unaudited)
January 1, 2023 - July 31, 2023**

Financial Row	Amount
Ordinary Income/Expense	
Income	
4090500 - Franchisee Income	
4090501 - Franchisee Holder Income	\$38,297.51
Total - 4090500 - Franchisee Income	\$38,297.51
Total - Income	\$38,297.51
Gross Profit	\$38,297.51
Expense	
6020000 - Legal & Professional Fee	
6020001 - Legal & Professional Fees	\$54,441.25
Total - 6020000 - Legal & Professional Fee	\$54,441.25
6040000 - Advertising	
6040010 - Advertising - General	\$3,350.00
6040014 - Facebook	\$9,520.46
6040015 - Google	\$9,442.45
6040017 - Home / Trade Shows	\$23,749.79
6040029 - Sterling Digital	\$5,000.00
Total - 6040000 - Advertising	\$51,062.70
Total - Expense	\$105,503.95
Net Income	<u>(\$67,206.44)</u>

PURCHASE GREEN FRANCHISING, LLC
Pomona, California

CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

PURCHASE GREEN FRANCHISING, LLC
Pomona, California

CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

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INDEPENDENT AUDITOR'S REPORT

Member
Purchase Green Franchising, LLC
Dalton, Georgia

Opinion

We have audited the financial statements of Purchase Green Franchising, LLC, which comprise the balance sheet as of December 31, 2022, and the related statements of operations and member's deficit and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Purchase Green Franchising, LLC as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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


Crowe LLP

Atlanta, Georgia
February 27, 2023

PURCHASE GREEN FRANCHISING, LLC
CONSOLIDATED BALANCE SHEET
December 31, 2022

ASSETS

Current assets

Cash	\$ 292,997
Deferred contract costs, current	<u>4,477</u>
Total current assets	<u>297,474</u>

Deferred contract costs, long-term	<u>38,462</u>
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Total assets	<u>\$ 335,936</u>
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LIABILITIES AND MEMBER'S DEFICIT

Current liabilities

Deferred revenue, current	\$ 48,189
Related party payable	83,691
Accrued expenses	<u>20,992</u>
Total current liabilities	152,872

Long-term liabilities

Deferred revenue, long-term	<u>349,835</u>
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Total liabilities	502,707
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Member's deficit	<u>(166,771)</u>
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Total liabilities and member's deficit	<u>\$ 335,936</u>
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See accompanying notes to consolidated financial statements.

PURCHASE GREEN FRANCHISING, LLC
CONSOLIDATED STATEMENT OF OPERATIONS AND MEMBER'S DEFICIT
For the year ended December 31, 2022

Revenues	\$ 32,033
Cost of sales	<u>117,609</u>
Gross loss	(85,576)
Operating expenses	<u>1,419</u>
Loss from operations	(86,995)
Other expenses	
Interest expense	<u>11</u>
Total other expenses	11
Net loss	<u><u>\$ (87,006)</u></u>
Member's deficit, beginning	(79,765)
Net loss	<u>(87,006)</u>
Member's deficit, ending	<u><u>\$ (166,771)</u></u>

See accompanying notes to consolidated financial statements.

PURCHASE GREEN FRANCHISING, LLC
CONSOLIDATED STATEMENT OF CASH FLOWS
For the year ended December 31, 2022

Cash flows from operating activities

Net loss	\$ (87,006)
Changes in operating assets and liabilities:	
Deferred contract costs	(42,939)
Prepaid expenses	385
Deferred revenue	217,638
Related party payable	(22,383)
Accrued expenses	<u>(32,725)</u>
Net cash from operating activities	<u>32,970</u>

Net change in cash 32,970

Cash and cash equivalents at beginning of year 260,027

Cash and cash equivalents at end of year \$ 292,997

Supplemental disclosures of cash flow information

 Cash paid for interest \$ 11

See accompanying notes to consolidated financial statements.

PURCHASE GREEN FRANCHISING, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

NOTE 1 - DESCRIPTION OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations: Purchase Green Franchising, LLC, the company, is a limited liability company under Delaware laws and franchises exclusive areas of operation to sell Purchase Green products in the artificial grass industry. All franchised stores are operated by the franchisees under franchised arrangements.

Prior to establishing the Company to handle franchise agreements, the parent, Path to Prosperity, LLC ("PTP") had purchase supplier agreements with territory holders. While the nature may be similar in terms of benefits with exclusive territories, competitive prices, and trademarks, the legacy territory holders deal directly with PTP and have no customer relationship with the Company.

Accounting Basis: The books and records of the Company are kept using the accrual method for financial reporting purposes.

Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Cash: Cash includes cash and investments with original maturities of three months or less. The Company has cash on deposit with one financial institution, which at times during the period is in excess of federally insured limits.

Deferred Contract Costs: Deferred contract costs are contract assets that consist of costs to obtain customer contracts, such as commissions paid to sales personnel. Sales commissions relating to recurring revenues are considered incremental and recoverable costs of obtaining a contract with a customer. These costs are deferred and amortized over the contract term. Amortization expense is included in revenue in the accompanying consolidated statement of operations. Contract assets were \$10,097 at January 1, 2022 and \$42,939 at December 31, 2022.

Deferred Revenue: As the franchise fees only cover the means of operation during the specific term, the franchise fees received are recognized as revenue on a straight-line basis over the contract term of each area agreement, subject to the cumulative amount of revenue recognized not exceeding the amount of cash received. Deferred revenue is a contract liability that represents the amount of cash received for franchise fees in excess of the revenue recognized. Contract liabilities were \$180,386 at January 1, 2022 and \$398,024 at December 31, 2022.

Revenue Recognition: The Company grants franchise rights to franchisees for a term of 10 to 15 years. In exchange for franchise fees, the Company is obligated by its franchise agreements to provide training, an operating manual, operational assistance, marketing and advertising, and other obligations. Franchise fee revenue for the sales of individual territories is recognized when the Company has satisfied performance obligations over the franchise term. The aggregate amount of deferred revenue as of December 31, 2022 expected to be recognized as revenue in the next year is \$48,189.

Topic 606, Subtopic 952-606 provides a new practical expedient that permits private company franchisors to account for opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company elected not to apply the practical expedient and rather has applied the ASC 606 guidance on identifying performance obligations over the franchise term.

(Continued)

PURCHASE GREEN FRANCHISING, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2022

NOTE 1 - DESCRIPTION OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes: The Company is a Delaware limited liability company and is treated as a disregarded entity for federal and state income tax purposes. Accordingly, no provision has been made for federal or state income taxes in the accompanying financial statements. The Company's income and expenses are consolidated under the parent, Controlled Products Acquisition Corporation for a federal tax return. The Company is subject to minimum franchise taxes in certain states plus a limited liability company fee based on revenue. This fee was \$1,100 for the year ended December 31, 2022 and is presented in other operating expenses on the statement of operations.

A tax position is recognized as a benefit only if it is "more likely than not" that the tax position would be sustained in a tax examination with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax benefit is recorded. The Company is no longer subject to examination by taxing authorities for tax years before 2018.

The Company has not recorded any interest or penalties related to unrecognized tax benefits. No amounts were accrued for interest or penalties as of December 31, 2022. The Company does not expect the total amount of unrecognized tax benefits to significantly change in the next 12 months.

Advertising: The Company expenses all advertising costs as incurred. For the year ended December 31, 2022, advertising expense was \$74,317.

NOTE 2 – RELATED PARTY PAYABLE

The Company shares certain expenses with its parent company, PTP. As of December 31, 2022, there was a payable to the related party for \$83,691 reflected as related party payable on the balance sheet.

NOTE 3 – FRANCHISE ARRANGEMENTS

Under the franchise arrangement, franchisees are granted the right to operate a store using the Purchase Green system, generally for a period of 10 to 15 years. See Note 1.

NOTE 4 – SUBSEQUENT EVENTS

The Company evaluated subsequent events through the date the financial statements were available to be issued on February 27, 2023. There were no subsequent events that required recognition or disclosure.

PURCHASE GREEN FRANCHISING, LLC
FINANCIAL STATEMENTS AND INDEPENDENT
AUDITOR'S REPORT
DECEMBER 31, 2021



INDEPENDENT AUDITOR'S REPORT

To the Management
of Purchase Green Franchising, LLC

Opinion

We have audited the accompanying financial statements of Purchase Green Franchising, LLC (a Delaware limited liability company), which comprise the balance sheet as of December 31, 2021, and the related statements of income and member's deficit, and cash flows for the year then ended, and the related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

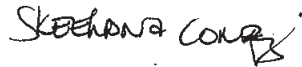
Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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



Skeehan & Company
Pasadena, CA
July 25, 2022

PURCHASE GREEN FRANCHISING, LLC
(A Delaware Limited Liability Company)

BALANCE SHEET
DECEMBER 31, 2021

ASSETS

Current assets

Cash	\$	260,027
Prepaid expenses		385

<u>Total current assets</u>		260,412
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<u>Total assets</u>	\$	260,412
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LIABILITIES AND MEMBER'S DEFICIT

Current liabilities

Accrued expenses	\$	53,717
Deferred revenue		20,850
Related party loans		106,074

<u>Total current liabilities</u>		180,641
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Long-term liabilities

Deferred revenue		159,536
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<u>Total long-term liabilities</u>		159,536
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<u>Total liabilities</u>		340,177
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<u>Member's deficit</u>		(79,765)
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<u>Total liabilities and member's deficit</u>	\$	260,412
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PURCHASE GREEN FRANCHISING, LLC
(A Delaware Limited Liability Company)

STATEMENT OF INCOME AND MEMBER'S DEFICIT
FOR YEAR ENDED DECEMBER 31, 2021

<u>Revenues</u>	\$ 15,455
<u>Operating expenses</u>	
Advertising	93,940
Commission	816
Insurance	490
Consulting fees	11,445
Legal & professional	38,684
License fees	675
Office expenses	914
Penalties & settlement	47,096
Samples	27
<u>Total operating costs and expenses</u>	<u>194,087</u>
<u>Loss from operations</u>	<u>(178,632)</u>
<u>Other expenses</u>	
Interest expense	37
<u>Total other expenses</u>	<u>37</u>
<u>Loss before income taxes</u>	(178,669)
<u>Provision for income taxes</u>	(1,600)
<u>Net loss</u>	(180,269)
<u>Member's capital, beginning</u>	30,504
<u>Member's contribution</u>	<u>70,000</u>
<u>Member's capital (deficit), ending</u>	<u>\$ (79,765)</u>

See independent auditors' report and accompanying notes to the financial statements

PURCHASE GREEN FRANCHISING, LLC
(A Delaware Limited Liability Company)

STATEMENT OF CASH FLOWS
FOR YEAR ENDED DECEMBER 31, 2021

Operating activities

Net loss	\$ (180,269)
Adjustments to reconcile net loss to net cash utilized by operating activities:	
Increase in prepaid expenses	(11)
Increase in deferred revenue	86,446
Increase in accrued expenses	53,717
Net cash used in operating activities	<u>(40,117)</u>

Financing activities

Proceeds from related party loans	197,107
Repayment for related party loans	(91,448)
Member's contribution	70,000
Net cash provided by financing activities	<u>175,659</u>

Net increase in cash

	135,542
Cash - beginning	124,485
Cash - ending	<u>\$ 260,027</u>

Supplementary cash flow information:

Income tax paid	\$ 1,600
Interest	<u>\$ 37</u>

PURCHASE GREEN FRANCHISING, LLC
(A Delaware Limited Liability Company)

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business operations

Purchase Green Franchising, LLC, the company, is a limited liability company under Delaware laws and franchises exclusive areas of operation to sell Purchase Green products in the artificial grass industry. All four (three at the start of the year with one added store in 2021) franchised stores in 3 states are operated by the franchisees under franchised arrangements.

Prior to establishing the Company to handle franchise agreements, the parent, Path to Prosperity, LLC ("PTP") had purchase supplier agreements with territory holders. While the nature may be similar in terms of benefits with exclusive territories, competitive prices, and trademarks, the legacy territory holders deal directly with PTP and have no customer relationship with the Company.

Accounting basis

The books and records of the Company are kept using the accrual method for financial reporting purposes.

Estimates in financial statements

The preparation of financial statements in conformity with generally accepted accounting principles requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Advertising

The Company expenses all advertising costs as incurred. For the year ended December 31, 2021, advertising expense was \$93,940.

Cash

The Company classifies all cash and marketable securities with maturities of three months or less as cash equivalents. The Company maintains its cash in bank deposit accounts which, a majority of the time, are within federally insured limits. The Company has not experienced any losses in such accounts and does not believe that it is exposed to any significant credit risk on cash.

PURCHASE GREEN FRANCHISING, LLC
(A Delaware Limited Liability Company)

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Income taxes

The Company is a Delaware limited liability company and is treated as a disregarded entity for federal and state income tax purposes. Accordingly, no provision has been made for federal income taxes in the accompanying financial statements. The Company's income and expenses are consolidated under the parent, Controlled Products Acquisition Corporation for a federal tax return. The Company is subject to minimum income taxes in the state in which it operates of \$800 plus the limited liability company fee based on revenue. In the year ended December 31, 2021, \$1,600 was paid for years 2020 and 2021.

The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit period is 2020-2021. In evaluating the Company's tax provisions and accruals, future taxable income, and tax planning strategies are considered. The Company believes their estimates are appropriate based on current facts and circumstances.

Deferred revenue

As the franchise fees only cover the means of operation during the specific term, the franchise fees received are recognized as revenue on a straight-line basis over the contract term of each area agreement, subject to the cumulative amount of revenue recognized not exceeding the amount of cash received. Deferred revenue represents the amount of cash received for franchise fees in excess of the revenue recognized.

Revenue recognition

The Company typically grants franchise rights to franchisees for a term of 10 to 15 years. In exchange for franchise fees, the Company is obligated by its franchise agreements to provide training, an operating manual, operational assistance, marketing and advertising, and other obligations. Franchise fee revenue for the sales of individual territories is recognized when the Company has satisfied performance obligations over the franchise term. The aggregate amount of deferred revenue as of December 31, 2021 expected to be recognized as revenue in the next year is \$20,850.

Topic 606, Subtopic 952-606 provides a new practical expedient that permits private company franchisors to account for opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company elected not to apply the practical expedient and rather has applied the ASC 606 guidance on identifying performance obligations over the franchise term.

PURCHASE GREEN FRANCHISING, LLC
(A Delaware Limited Liability Company)

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Allocation of Expenses

The Company was established solely to assist with franchise obligations. As a general rule, the Company only recognizes expenses exceeding the normal capacity of PTP and directly benefiting the Company, such as direct marketing and direct legal fees. There is no staffing allocation because there is no overhead expense (outside of direct marketing or direct legal fees) that would be eliminated even if the Company was eliminated. Furthermore, the actual usage of shared resources is minimal in comparison to PTP.

NOTE 2 PAYABLE – RELATED PARTY

The Company's managing members are also the owners of PTP, who in turn owns the Company. See Note 1. The Company's recurring expenses may be set up with PTP's credit card for automatic payment. As of December 31, 2021, there was a payable to the related party for \$106,074. This amount is reported as a related party loans in the balance sheet.

NOTE 3 FRANCHISE ARRANGEMENTS

Under the franchise arrangement, franchisees are granted the right to operate a store using the Purchase Green's system, generally for a period of 10 to 15 years. See Note 1.

NOTE 4 CONTINGENCIES

The Company was involved in a legal proceeding, where the plaintiff was a regulatory agency claiming the Company was not in compliance with franchising regulation. As of reporting date, the dispute has been settled for \$47,000. The Company has accrued for \$47,000 as penalty expenses and \$4,490 in contingent legal expenses arising from the claim.

NOTE 5 SUBSEQUENT EVENTS

The Company evaluated subsequent events through the date the financial statements were issued on July 25, 2022. There were no subsequent events that required recognition or disclosure.

UNAUDITED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2020

**PURCHASE GREEN FRANCHISING, LLC
UNAUDITED INTERIM FINANCIAL STATEMENTS
FOR THE PERIOD JULY 20, 2020 THROUGH DECEMBER 31, 2020**

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

Purchase Green Franchising, LLC
Balance Sheet (Unaudited)
December 31, 2020

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
Cash	
Bank	
Wells Fargo	\$124,485.00
Total - Bank	\$124,485.00
Total - Cash	\$124,485.00
Total Bank	\$124,485.00
Accounts Receivable	
Accounts Receivable	(\$2,291.66)
Total Accounts Receivable	(\$2,291.66)
Other Current Asset	
Other Current Assets	
Undeposited Funds	\$2,291.66
Intercompany Clearing Account	(\$415.32)
Total - Other Current Assets	\$1,876.34
Total Other Current Asset	\$1,876.34
Total Current Assets	\$124,069.68
Total ASSETS	\$124,069.68
Liabilities & Equity	
Deferred Franchise Holder Fees	
Deferred Franchise Holder Fees - Fresno	\$38,134.57
Deferred Franchise Holder Fees - So Colorado	\$30,805.62
Deferred Franchise Holder Fees - Austin	\$25,000.00
Total - Deferred Franchise Holder Fees	\$93,940.19
Total Long Term Liabilities	\$93,940.19
Equity	
Capital Contribution	\$60,000.00
Net Income	(\$29,870.51)
Total Equity	\$30,129.49
Total Liabilities & Equity	\$124,069.68

**Purchase Green Franchising, LLC
Income Statement (Unaudited)
From Jan 2020 to Dec 2020**

Financial Row	Amount
Ordinary Income/Expense	
Income	
Franchisee Income	
Franchisee Holder Income	3,056.22
Total - Franchisee Income	3,056.22
Total - Income	3,056.22
Gross Profit	3,056.22
Expense	
Legal & Professional Fee	
Legal & Professional Fees	10,802.50
Total - Legal & Professional Fee	10,802.50
Advertising	
Advertising - General	1,157.39
Facebook	1,967.77
Google	18,205.07
Home / Trade Shows	279.00
Total - Advertising	21,609.23
Insurance	
Insurance - Other	500.00
Total - Insurance	500.00
Bank Charges	15.00
Total - Expense	32,926.73
Net Ordinary Income (Loss)	(29,870.51)

EXHIBIT B
FRANCHISE AGREEMENT



Franchise Agreement

This Franchise Agreement (“Agreement”) is entered into on [MONTH] [DATE] [YEAR] (“Effective Date”) by and between Purchase Green Franchising, LLC, a Delaware limited liability company, with its offices at 1925 Wright Avenue, Suite A & B, La Verne, CA 91750 (“PGF”) and [LEGAL ENTITY NAME] (d/b/a Purchase Green [TERRITORY]), a [ENTITY STATE] [ENTITY TYPE], whose address is [ENTITY ADDRESS] (“Franchisee”).

Background

PGF offers and sells franchises for a business selling artificial grass, putting greens, artificial ivy and sports turfs, golf products associated with putting greens, solar lights and related installation accessories (the “Business”). PGF wants to establish Franchisee as a reseller of PGF’s products in the Territory (defined below in Exhibit A) with PGF or its affiliate to supply Franchisee with products and license Franchisee to use PGF’s brand and trademarks, on the terms in this Agreement. Franchisee wants to serve as a reseller of PGF’s products in the Territory and buy the Products from PGF or its affiliate and use PGF’s brand and trademarks. Accordingly, the parties have agreed as follows:

Agreement

1. Fee.

Franchisee agrees to pay PGF the sum of _____ Dollars (\$_____) for the rights granted in this Agreement. Franchisee shall pay the fee as follows:

a. One-half of the fee _____ Dollars (\$_____) will be paid on signing this Agreement;

b. The remaining half shall be paid in twelve (12) equal monthly payments of _____ Dollars (\$_____) each. These monthly payments will start on the first (1st) day of the month that is two full months after official showroom opening.

2. Target Opening Date.

The parties acknowledge and agree that the target showroom opening date is _____, 202____. Franchisee shall use best efforts to complete all actions needed to open by this date.

3. Location.

a. The location of the showroom, office and warehouse is _____.

If not known when this Agreement is entered into, then the location will be designated within the following area: _____

_____;
and when a specific location in this area has been agreed by the parties, it shall be filled in above or deemed to be stated in this Section 3, as if originally stated here and the area described in this Section 3 shall have no further significance in relation to this Agreement. Franchisee shall not relocate its showroom/office/warehouse without prior written consent of PGF.

b. Franchisee shall operate the Business only at the location stated or provided for in Section 3(a). If the lease for that location ends without fault of Franchisee or if the location is destroyed, condemned or otherwise rendered unusable, PGF shall be willing to consent to relocation of the Business to a location and site acceptable to PGF. Any relocation shall be subject to obtaining PGF's consent as to the location and lease, as provided in this Section 3.

c. Franchisee will be solely responsible to locate, lease or purchase a suitable site for the Business. Prior to acquisition by lease or purchase of any site, Franchisee shall submit a description of the proposed site to PGF, together with a landlord's letter of intent or other evidence satisfactory to PGF which confirms Franchisee's favorable prospects for obtaining the proposed site. PGF shall try to notify Franchisee within ten (10) days after receiving Franchisee's proposal and all needed information, whether PGF consents to or withholds consent to the proposed site. Any site for the Business and all operations and activities must comply with PGF's requirements set forth in the PGF's Confidential Operating Manual, Training Manual, Standard Operating Procedures and policies and procedures PGF provides to Franchisee from time to time (collectively, the "Operating Manual").

d. After receiving PGF's written consent to the location, Franchisee shall, subject to obtaining the prior written consent to the lease terms from PGF, execute a lease for the location. PGF's consent to the lease may be conditioned on the lease including terms PGF requires, which may include, but not limited to the following and PGF shall have the right, but not the obligation, to withhold consent to Franchisee's proposed location if the lease does not include one or more of the following:

(i) Reservation to PGF of the right, at PGF's election, to receive an assignment of the leasehold interest on termination or expiration of the franchise;

(ii) Requirement that the lessor concurrently provide PGF a copy of any written notice of deficiency or default under the lease sent to Franchisee and granting PGF the right (but not obligation) to cure any deficiency or default within thirty (30) days after expiration of the period which Franchisee had to cure such default if Franchisee fails to do so;

(iii) A provision authorizing Franchisee to display the PGF IP (defined in Section 14) in accordance with specifications required by PGF;

(iv) A provision allowing construction of leasehold improvements and usage meeting requirements of this Agreement and the Operating Manual;

(v) A provision assuring that Franchisee will be free from disturbance or interference by the lessor's lender, lienholder, mortgagee or other person or entity having an interest or claim in the Premises;

(vi) A provision equivalent to PGF's form Conditional Lease Assignment or execution of such form by Franchisee and the landlord.

(vii) Other provisions PGF deems reasonable to require, whether generally or in the particular circumstances.

(viii) PGF's review of any proposed lease, and any consent, will not be construed as an endorsement or approval of its terms nor assurance of any particular results in the lease or at the location.

e. If no acceptable site is found and agreed by the parties within forty-five (45) days from the date of this Agreement, or if a lease is not consented to by PGF and signed by Franchisee and a lessor and a copy provided to PGF, all within, sixty (60) days from the date of this Agreement, or if Franchisee has not started operating the Business at a location in accordance with the above, all within ninety (90) days from the date of this Agreement, then in any such event, on written notice from PGF, this Agreement shall be terminated. PGF shall have no obligation to return any of the initial franchise fee.

f. PGF shall have the right to require Franchisee to equip, redecorate and display signage and other indicia of Purchase Green and remove and/or avoid signage and displays PGF deems unsuitable for the Business, at the location, from time to time. All the foregoing must be according to standards and specifications prescribed by PGF from time to time and with the prior written consent of PGF. All replacements must conform to PGF's then-current quality standards and specifications and must be consented to by PGF in writing.

g. Franchisee acknowledges that maintenance of the location and minor and/or major modification or replacement of equipment may be required from time to time and may require significant expenditures.

h. Franchisee shall indemnify and hold harmless PGF or PGF's affiliate for, and reimburse, all costs and expenses incurred by PGF or PGF's affiliate, to cure a deficiency or default of Franchisee under the lease.

4. Term and Renewal.

a. This Agreement shall be effective as of the Effective Date and continue in effect for ten (10) years and shall expire at the close of business on the date that is the ten (10) year anniversary of the Effective Date (the "Term"). However, this Agreement may be terminated before expiration of this term on the grounds provided in Section 21.

b. During the period between 180 days and 30 days prior to expiration of the Term ("Option Period"), if this Agreement is still in effect and has not been terminated prior to the Option Period and/or prior to exercise of the option, Franchisee shall have an option to enter into a Franchise Agreement with PGF for a renewal term.

c. Franchisee may exercise the option described in the prior paragraph by delivering to PGF written notice of election to renew at least one hundred eighty (180) days but not more than two hundred seventy (270) days before expiration of the Term (the "Notice Period").

d. Each of the following is a condition precedent to Franchisee's right to exercise the option to renew:

(i) Franchisee shall have given written notice of desire to renew to PGF at least one hundred eighty (180) days but not more than two hundred seventy (270) days before expiration of the Term.

(ii) Franchisee shall have been in full compliance with this Agreement, including but not limited to provisions for payments to PGF and its affiliates, continuously during the Term, at the time of delivering the written notice and at expiration of the Term.

(iii) Franchisee shall by the expiration of the Term have proven to PGF's satisfaction that Franchisee has the right to remain in possession of the premises for the showroom and warehouse for the renewal term and shall have brought the showroom and warehouse into full

compliance with the specifications and standards then applicable for a new or renewing Purchase Green franchise.

(iv) At least sixty (60) days prior to expiration of the Term, Franchisee shall execute a new Franchise Agreement on the form then being used by PGF. The renewal Franchise Agreement shall provide for the term offered in the then-current Franchise Agreement, to start on the date of expiration of the Term. The renewal Franchise Agreement shall be modified to provide for an initial fee equal to ten percent (10%) of the then usual initial fee and Franchisee shall accompany delivery of the executed Franchise Agreement with payment of that fee. The renewal Franchise Agreement may be materially different from this Agreement in any or all of its other provisions.

(v) Execute a general release in favor of PGF and various persons and entities affiliated with PGF then and in the past, in a form designated by PGF, which will also include a waiver of unknown claims.

(vi) Before expiration of the Term, if requested by PGF, Franchisee shall attend a re-orientation training, seminar, or workshop.

(vii) None of the grounds for termination provided in Section 21 shall exist.

(viii) Franchisee shall have satisfied all PGF's then-current requirements for a new or renewal Franchisee. Within a reasonable time after receipt of the written notice under Section 4(d), above, PGF shall have the right to provide Franchisee with written notice of (a) any reasons PGF identifies at that time that could cause PGF not to permit renewal; and (b) PGF's then-current requirements for a Purchase Green showroom and warehouse. Franchisee shall comply with these requirements within the time stated in PGF's notice.

5. Exclusivity.

a. PGF grants Franchisee, and Franchisee accepts, the exclusive right to market and sell the Products in the territory set forth on Exhibit A (the "Territory"). So long as Franchisee is in full compliance with this Agreement, PGF (and its affiliates) will not (i) compete with Franchisee for the sale or installation of the Products in the Territory, or (ii) grant a franchise or license to someone else for the sale or installation of the Products or the operation of a distribution facility or showroom/sales office in the Territory.

b. PGF is part of an organization that has numerous affiliated entities and may have additional and different affiliates from time to time. PGF may not be in a position to limit or control the activities of affiliates. Affiliates of PGF may compete with Franchisee.

c. Franchisee shall not directly or indirectly source, purchase or otherwise obtain Products for display, marketing, resale, or other form of distribution, from anyone other than PGF or supplier(s) designated by PGF, which may be affiliates of PGF.

d. Franchisee shall not directly or indirectly advertise, promote, market or sell any Products at any location outside the Territory. Notwithstanding the foregoing, Franchisee shall be permitted to distribute, install and arrange for installation of the Products outside the Territory, so long as Franchisee does not market or sell the Products outside the Territory without specific written authorization from PGF, and in all instances marketing in a territory owned by another franchisee shall be prohibited. Franchisee may be required by PGF to cease activity outside the Territory that is described in this Section 5(d), in geographic areas that PGF grants to others as

franchisees and Franchisee shall not object to this. PGF is not restricted from granting a territory(ies) outside the Territory to others, including in geographic areas adjacent to the Territory.

e. Franchisee shall not directly or indirectly source, develop, manufacture, market, recommend, distribute, display, install or sell any products deemed by PGF to be equivalent or substitute products to the Products, whether within or outside the Territory.

f. Regardless of the prior paragraphs in this Section 5, Franchisee is not restricted from selling Products at Franchisee's showroom to any customer, at the showroom, regardless of whether the customer's location is inside or outside the Territory and Franchisee may perform the delivery and installation for such customer. PGF and other franchisees are not restricted from selling Products at showrooms to any customer, at their showrooms, regardless of whether the customer's location is inside the Territory and other franchisees and PGF may perform the delivery and installation for such customers even in the Territory.

g. PGF reserves the rights for itself and its direct and indirect parent and affiliated entities, regardless of the above exclusivity, to: (i) sell the same or related services, products and equipment outside the Territory; (ii) offer to the public separately, jointly or with others, related services and/or products of every kind, using Purchase Green marks, copyrights, and know-how, all outside the Territory; (iii) establish, operate and license others to establish and/or operate franchised or other businesses anywhere adjacent to, or outside, the Territory; (iv) establish, operate, and grant rights to others to establish and operate, franchised businesses and other similar or different businesses at any locations, on terms PGF chooses, outside the Territory; (v) develop and establish other business systems which could distribute products or services similar to those offered by Franchisee, using names or marks other than the Purchase Green marks, within or outside the Territory, and grant licenses to use those systems; (vi) advertise and promote anywhere, including in the Territory; (vii); acquire assets or minority or controlling ownership of businesses identical or similar to the business conducted by Franchisee; (viii) acquire other businesses, and/or be acquired by a business, whether identical or similar to Purchase Green, even if the other business operates, franchises and/or licenses competitive businesses in or near the Territory; (ix) subject to subsection (h) below, contract with, sell to or enter into strategic alliances or similar relationships with National Accounts, which could have locations in the Territory, to directly or indirectly use for themselves or provide Purchase Green products and services to others; (x) use the marks in promotion and marketing to identify products and services distributed at any location, including sales through such channels as retail locations, home improvement and hardware stores, distributors, the Internet, catalog sales, telemarketing, or other direct marketing sales; (xi) use and license the use of other marks (dissimilar from "Purchase Green") in the sale of products and services (other than the Products) similar to, or different from, those Franchisee sells, whether in alternative channels, in businesses the same, or similar to, or different from Purchase Green businesses, at any locations, and on any terms, without granting Franchisee any rights to them; and (xii) engage in any activities not expressly prohibited in the Franchise Agreement.

h. A National Account is a business, organization, government or quasi-government entity or other entity that has operations or represents a customer-base, directly or through others, or is an architect, contractor, designer, installer, end user of products, reseller or consultant, operating in two or more franchise territories, or with at least ten (10) locations, and has a National Account relationship with PGF or an affiliate of PGF. A National Account relationship includes any contractual relationship, strategic alliance or similar relationship with PGF or PGF affiliate to provide Purchase Green products and services to National Account locations for use or resale or

to provide endorsements, assignments or referrals for Purchase Green products and services to customers.

i. PGF shall provide Franchisee an opportunity to provide Purchase Green products and services to National Accounts at locations in the Territory or to a customer in the Territory endorsed, assigned or referred to PGF by the National Account on terms in a National Account relationship (e.g. qualifications, conditions for availability, installation expertise, price, discounts, and other requirements.) If, within 10 days of contacting Franchisee, Franchisee is unable to provide the Purchase Green products and services or does not elect to provide the products and services according to the terms, then PGF, PGF's affiliate or designees, including other franchisees or distributors, may do so. Failure or refusal by Franchisee to serve a National Account with respect to one transaction shall not constitute a failure or refusal by Franchisee to serve said National Account with respect to subsequent transactions but after PGF arranges for someone else to service a particular National Account, that provider may continue to do so and so long as other person/entity services the National Account, PGF is not required to offer that opportunity to Franchisee. If Franchisee fails or refuses to serve a National Account, Franchisee will not be entitled to receive compensation from PGF or someone else providing products and services to said National Account with respect to the specific underlying transaction. PGF is not required to refer to Franchisee a National Account that expresses a preference for another provider, whether on its own initiative or in response to an inquiry.

6. Franchisee Responsibilities.

Franchisee shall:

a. Operate the Business in material accordance with the provisions, standards and procedures in this Agreement and in the Operating Manual.

b. Provide PGF reasonable advance notice of purchase orders expected from outside Franchisee's customary ordering patterns.

c. Buy at least the minimum quantity(s) of Products from PGF indicated in Exhibit B ("Minimum Quantities"). The quantity(s) shall increase on an annual basis as indicated in Exhibit B.

d. Maintain an inventory of Products at all times sufficient to meet demand for each current and following month of reasonably projected sales in the Territory.

e. Promote the sale of Products to homeowners, landscape designers, and installation contractors, through, but not limited to, advertising, open houses, home shows, trade shows and other events, and operation of the showroom, using PGF-approved advertising and sales promotion materials. Franchisee must register for, attend, and advertise at at-least 2 trade or home shows per year, at least one in the Spring and one in the Fall. Franchisee submit to PGF for PGF's approval at time frame's PGF specifies, a list of trade shows Franchisee proposes to attend and advertise at.

f. Maintain the showroom as a showroom, sales office and store for display of and sales of all Products. Artificial grass samples shall be at least 16" x 35" in size, or as otherwise approved by PGF.

g. Establish and maintain the showroom and warehouse, and any additional business location(s) consented to in writing by PGF for the display, presentation and sale of Products and, with regard to the warehouse, for inventorying and storage of Products, within the Territory at the exact location(s) approved in writing by PGF and not at any other location(s). PGF reserves the

right to withhold approval of a proposed showroom and/or warehouse location that does not meet location criteria in the Operating Manual.

h. Open the showroom to the public and fully staff the showroom at least fifty (50) hours per week Monday through Friday during the first 12 months of operation and increasing to fifty-six (56) hours per week Monday through Saturday thereafter, appropriately reduced for weeks in which company observed holidays fall. PGF shall have the right to modify the minimum days/hours in the Operating Manual.

i. Extend to customers PGF's warranty for Products in effect at the time of retail sale. Franchisee acknowledges being aware that no other warranty by PGF or any affiliate of PGF is expressed or implied. Franchisee shall not purport to bind PGF or its affiliate to any warranty in excess of PGF's warranty.

j. Properly staff and train sales personnel in all information of and about and regarding proper installation, maintenance and use of Products.

k. Explain to customers the proper installation, use and maintenance instructions for the Products in accordance with PGF's written instructions.

l. Ensure compliance with customer service benchmarks and performance standards in the Operating Manual and other operating procedures, memos and instructions PGF provides from time to time. Regardless of Section 7(h), if Franchisee fails to materially comply with a PGF's performance standard, whether due to insufficient staff, untrained or insufficiently trained staff, failure regarding operating hours, inadequate inventory, or other reason, or is in material breach of this Agreement, or of a requirement in the Operating Manual, then without waiving the breach, and in addition to other remedies, PGF reserves the right to service leads as PGF sees fit regardless of whether they are in the Territory, without any obligation to Franchisee, until a time after acceptable performance standards (as determined by PGF) are reestablished by Franchisee (but without assurance, and the foregoing does not imply, that this Agreement will continue in effect and not be terminated before such time).

m. Devote full time and attention to managing and supervising operation of the business. If PGF allows Franchisee to devote less than full time, which PGF may decline to do in its reasonable discretion, then Franchisee must employ and retain an individual who shall be vested with the authority and responsibility for the day-to-day operations of business. (the "Manager"). The Manager must always meet the following qualifications: (i) actively supervise and manage the business on a full time basis and devote his or her full time and commercial best efforts solely to operation of the business and to no other business activities; (ii) meet PGF's criteria for such position, as set forth in the Operating Manual or otherwise in writing by PGF; (iii) be an individual acceptable to PGF; and (iv) successfully complete the initial and any other training program designed by PGF to PGF's satisfaction. If Franchisee is a business entity, Franchisee must designate a Manager acceptable to PGF who will be principally responsible for communicating with PGF about operational and other ongoing matters concerning the business. If Franchisee operates more than one (1) franchise, Franchisee shall divide at least a forty (40) hour work week among all the Purchase Green franchised Businesses Franchisee operates and employ at least one (1) Manager for each business.

n. Ensure that at all times, Franchisee's primary showroom manager/employee completed PGF's then-current training requirements and satisfied PGF regarding his or her product and operational knowledge. This includes prior to Franchisee first opening the showroom and warehouse for business and applies with regard to any subsequent primary showroom

manager/employee. This provision requires that Franchisee assure at all times the primary showroom manager/employee meet the stated requirements, but this provision is never an excuse by Franchisee to fail to open the showroom for business when required.

o. Franchisee shall operate the Purchase Green Business in compliance with all terms of this Agreement and the Operating Manual. Franchisee acknowledges and agrees that Franchisee alone shall exercise day-to-day control over all operations, activities and elements of the Purchase Green Business, including over Franchisee's employees, and under no circumstance shall PGF do so or be deemed to do so. Franchisee acknowledges and agrees the various requirements, restrictions, prohibitions, specifications and procedures of the Purchase Green Business, all of which Franchisee must comply with under this Agreement, the Operating Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that PGF controls any aspect or element of day-to-day operations of the Purchase Green Business, but are only standards which Franchisee must satisfy in exercising Franchisee's control over the day-to-day operations of the Purchase Green Business.

p. Properly store, maintain and care for all Products held for potential sale or for which any amount is owed to PGF or its affiliate, to assure their first quality when provided to customers and to protect against damage to appearance and quality and from loss from any cause.

q. Obtain and maintain comprehensive general liability and professional liability and other insurance in accordance with Section 26.

r. Pay PGF a monthly fee for the Adtrack platform comprising two phone numbers, one for voice calls and another for Internet marketing, call recording for quality control, roll-over call support and a business intelligence dashboard provided and owned by PGF. At the time of entering into this Agreement the monthly fee for Adtrack is \$140. In view of the 10-year duration of this Agreement, PGF shall have the right to increase this amount proportionally to changes in the actual cost per line and cost per minute paid to outside vendors for this service or other reasonable basis. The base year cost is based upon a cost of \$10 per phone number, \$.08 per minute and \$30 per month per business intelligence dashboard.

s. Cooperate with PGF in reviews of Franchisee's performance, which may occur annually or at other frequency and/or intervals as PGF determines and cooperate in other programs or matters pertaining or relating to administration by PGF of this Agreement.

t. Not perform installation or other services or activities without having all licenses, permits and other authorizations required by laws and regulations applicable to Franchisee and making sure at all times to be in possession of all licenses, permits and other authorizations required to conduct and operate the business.

u. Not purport to act as an agent of PGF or purport to incur any obligation or make representations on behalf of PGF.

v. Provide PGF a valid reseller permit and maintain the permit in good standing at all times. Franchisee acknowledges being aware that if at any time Franchisee lacks a valid reseller permit, then without waiving this breach and in addition to other remedies, PGF may decline to make sales and/or add sales tax to sales made to Franchisee. The prior sentence does not imply that PGF will refrain from termination of this Agreement or other remedies.

w. Submit proposed and planned advertising and marketing materials for the Products to PGF for pre-approval and not use any advertising and/or marketing materials prior to receiving approval from PGF, which approval shall not be unreasonably withheld or delayed.

x. Always act in good faith in the performance of this Agreement.

y. Always perform all provisions of this Agreement and always use Franchisee's commercial best efforts to carry out all Franchisee's responsibilities under this Agreement.

7. PGF Responsibilities.

PGF shall:

a. Loan Franchisee a printed copy of or provide Franchisee with electronic access to the Operating Manual. Franchisee may use the Operating Manual only as provided in this Agreement, only during the term of this Agreement.

b. Provide Franchisee electronic access or access in other manner that PGF deems appropriate, to PGF's Learning & Management library.

c. Endeavor that generally its affiliate will maintain an inventory of Products, seeking to be able to fulfill Franchisee orders for the Products within a reasonable time, and provide Franchisee notice of reasonably likely out of stock conditions.

d. At PGF's cost, build, host and manage a website or store page for Franchisee on PGF's website, currently and presently expected to remain located at www.purchasegreen.com.

e. Create and maintain a local business listing, with Franchisee's cooperation.

f. At PGF's cost, build and manage a Pay-Per-Click campaign for Franchisee to cover the Territory.

g. Provide Franchisee access to corporate web analytics data received by PGF concerning Franchisee.

h. Forward to Franchisee substantially all consumer leads in the Territory, generated from PGF's website, Franchisee's hosted website, Pay-Per-Click campaign, and other forms of advertising in which PGF or Franchisee choose to participate.

i. For a monthly fee, provide Franchisee with an Adtrack phone number (owned by PGF), associated ad group and call recording and business intelligence dashboard as well as roll-over call support. At the time of entering into this Agreement the monthly fee is \$140. In view of the 10-year duration of this Agreement, PGF shall have the right to increase this amount proportionally to changes in the actual cost per line and cost per minute paid to outside vendors for this service or other reasonable basis. The base year cost is based upon a cost of \$10 per phone number, \$.08 per minute and \$30 per month per business intelligence dashboard.

j. PGF pays for and provides the Franchisee with a marketing automation platform user account for lead and call management. PGF has the option to change or upgrade the platform and bill Franchisee.

k. Provide PGF-developed artwork for advertising and marketing materials for contractor and homeowner sales.

l. Provide Franchisee with training for up to three (3) persons and support to include: warehouse requirements and setup; Product display; accounting setup and administrative support; inventory management; suggested pricing structures; guidance on Product knowledge and installation procedures. If PGF determines that Franchisee or a person associated with Franchisee

is unable to satisfactorily complete any part of training, PGF can require attendance at additional training to prove the ability to operate the Purchase Green business to PGF's satisfaction or require Franchisee or a new approved designee to complete the training subject to PGF's then-current training requirements, or terminate the Franchise Agreement.

m. Have the right to require Franchisee and personnel of Franchisee to attend and successfully complete new or refresher training. These may be at locations PGF designates. These may be conducted specifically for such persons or for a broader range of persons. While Franchisee is in full compliance with the Franchise Agreement, attendance won't be mandatory at more than one such additional or refresher training program in any calendar year and any such program shall not exceed 5 business days in a calendar year. Franchisee bears all expenses, including, without limitation, travel, lodging, meals and salaries.

n. Franchisee acknowledges and agrees that the results of Franchisee's efforts to operate a PGF Business rest solely with Franchisee. Franchisor may make recommendations that it deems appropriate to assist Franchisee's efforts. However, Franchisee alone shall establish all requirements, consistent with the policies of Franchisor, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, including minimum wage requirements, record keeping, including authorization of persons to work in the United States, supervision, and discipline of employees; (ii) the individuals to whom Franchisee will offer and sell its products; and (iii) the suppliers from whom Franchisee obtains any products or services used in or at the PGF Business for which Franchisor has not established approved suppliers.

8. Purchase and Supply of Products.

a. PGF agrees to sell or arrange for its affiliate and/or other supplier(s) ("Designated Suppliers") to sell to Franchisee, and Franchisee agrees to buy from Designated Suppliers, the Products identified separately but as generally listed at www.purchasegreen.com.

b. PGF shall have the right at any time(s) to introduce new products, withdraw authorization for Franchisee to offer and sell certain products (but if Franchisee objects to the withdrawal, Franchisee may request to continue to offer and sell such products, and PGF shall consider the request in good faith), stop and cause other Designated Suppliers to stop manufacture or sales of existing products, modify products, and make any other kinds of changes to the products and combinations of products, and to make changes to prices, in each case without consulting Franchisee and without obligation or liability to Franchisee. PGF shall provide Franchisee or inform Franchisee of the existence of updated and reviewed versions and new versions of Products from time to time, reflecting changes. Updates are deemed to occur pursuant to and do not constitute amendments to this Agreement.

c. PGF shall use reasonable efforts to notify Franchisee of changes at least sixty (30) days in advance but is not obligated to do so.

d. If Franchisee proposes to use or obtain items or services not approved by PGF, or from a source not designated by PGF as an approved supplier, Franchisee must request PGF's approval and submit specifications, photos, samples and other information PGF may request. PGF will determine if the item, service or supplier meets PGF's specifications and standards and notify Franchisee if Franchisee may use the proposed product or service or supply.

e. The parties acknowledge that Franchisee may identify a proposed item, service or supplier that may be, appears to be or is competitive with, equal to or better in terms of price, quality, features or service than items, services or supplier(s) designated by PGF. PGF has or could have at the time broader, longer term and other interests to advance, including but not limited to

standardization and uniformity among franchisees, maintaining and growing volume of purchases with particular supplier(s), long-term supplier relationships, supply to a wider range of franchisees reliability of supply, distribution of products and services of PGF and affiliates, and other interests, Franchisee shall not complain that PGF declined approval of such item, service or supplier on the above or any particular grounds.

f. Suppliers may offer or be willing to pay reasonable rebates or other consideration to PGF. PGF can receive and keep these without obligation to account or other restrictions.

g. Franchisee shall place orders for Products, using Designated Suppliers' then-current form of purchase order ("Purchase Order"). Franchisee may, in whole or in part, cancel or amend a Purchase Order submitted to a Designated Supplier for usual quantities of standard merchandise, up to the time when the product leaves the Designated Supplier's warehouse for delivery to Franchisee.

h. PGF shall have the right to designate itself and/or its affiliate as Designated Supplier(s) for any or all products, including as the sole Designated Supplier(s). PGF shall have no obligation to designate or authorize any third party supplier(s) for any products. If PGF at any time designates any third party as a supplier or authorizes Franchisee to purchase from a third party supplier, PGF shall have the right at any time to withdraw that designation or authorization as to the supplier and/or as to any particular products.

9. Failure to Purchase Minimum Quantities.

a. If at any time, Franchisee fails to purchase Minimum Quantities, and Designated Supplier(s) is/are ready, willing, and able to tender Product in at least Minimum Quantities, then as relief for this breach, on each occasion, and without waiving PGF's other rights and remedies, on demand of PGF, Franchisee shall pay PGF, liquidated damages.

b. The liquidated damages amount shall equal the shortfall between the Minimum Quantity and actual amount ordered. The time of payment of the liquidated damages amount shall be within ninety (90) days after the end of the Minimum Quantities annual period.

10. Failure to Fulfill Purchase Requirements.

a. If Designated Supplier(s) fail(s) to supply Franchisee with Product in quantities ordered by Franchisee pursuant to properly submitted Purchase Orders, Franchisee has given PGF written notice of the failure, with a reasonable time for Designated Supplier(s) to fulfill such order, and Franchisee is ready, willing and able to buy and timely pay for the Product in such amounts, current on all amounts due to PGF and the affiliate and all other suppliers and creditors, and otherwise in material compliance with this Agreement, then in those circumstances, Franchisee shall have the temporary right to obtain the portion of Franchisee's then present requirements not able to be fulfilled by Designated Suppliers (but not stocking of material future inventory) of such unavailable Product (or comparable product) from other suppliers. Franchisee shall notify PGF in writing of the exercise of this right, keeping PGF fully informed in writing of the supplier, product involved, quantity(s) ordered and purchased, order and delivery dates. Products purchased by Franchisee from alternate suppliers pursuant to and in full compliance with the provisions of this Section 10 shall count toward the Minimum Quantities required by this Agreement.

b. The temporary right in Section 10(a) applies only to the Product that Designated Supplier(s) is/are unable to supply and only during the time Designated Supplier(s) are unable to supply the Product and only to the quantity ordered that is in excess of the amount that the Designated Supplier(s) is/are able to supply. As soon as PGF or other Designated Supplier notifies

Franchisee of being able to supply such Product, the temporary right automatically expires and requirement to purchase exclusively from Designated Supplier(s) resumes. These provisions of this Section 10 are Franchisee's sole right and remedy for failure of Designated Suppliers to supply any Product.

11. Delivery of Products / Shipping.

The Designated Supplier shall deliver the Products to a location designated by Franchisee in the applicable Purchase Order (the "Delivery Point") which shall normally be Franchisee's warehouse in the Territory. The Designated Supplier will use commercially reasonable efforts to ship Product(s) within 2 business days of receipt of a Purchase Order. The Designated Supplier shall be responsible for the Products, and all risk of damage, loss, or delay of delivery, until the Products are delivered at the Delivery Point. Once the Products are at the Delivery Point, Franchisee bears all responsibility for and risk of loss or damage. If Franchisee chooses to will-call product, the Designated Supplier's warehouse shall be the Delivery Point for purposes of this paragraph.

12. Warranty and Limitation of Remedies; Disclaimer.

a. PGF warrants that Products supplied by PGF or its affiliate shall be free from material defects as indicated on its standard limited warranty. PGF shall have the right to modify its standard limited warranty from time to time in its discretion; provided Franchisee shall always be extended warranty provisions that are at least comparable to those general terms provided to other customers of PGF.

b. If a warranty claim is made, PGF's entire liability, and Franchisee's exclusive remedy, shall be, at Franchisee's option, to replace the defective Product within a reasonable time after written notification and return of the defective Product to PGF, or a credit in the amount equal to the original invoiced amount for the defective product.

c. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.

13. Inspection and Acceptance.

a. Franchisee must inspect any delivery of Products received from the Designated Supplier and notify the Designated Supplier in writing within 1 day after delivery, of all defects that are or would be apparent in such an inspection. Franchisee must notify the Designated Supplier in writing within 5 days after delivery, of all defects not apparent upon receipt inspection. If Franchisee fails to notify the Designated Supplier of defects within such period, the shipment of Products shall be deemed accepted. Franchisee shall allow the Designated Supplier to inspect any Products alleged to be defective. If Franchisee believes there is a defect in the Product(s) and notified the Designated Supplier as required in this Section 13, then at the Designated Supplier's request, Franchisee must ship such Products to the Designated Supplier; provided, however, the Designated Supplier must pay any freight charges for such shipment. The Designated Supplier will replace defective Products properly rejected by Franchisee or, at PGF's or the affiliate's option, reimburse Franchisee for the purchase price, including shipping costs and taxes.

b. The Designated Supplier shall supply Products to Franchisee at prices specified in the Designated Supplier's price list, published from time to time. The price of each Product includes packaging costs, applicable taxes (excluding sales tax, as Franchisee will make purchases using a valid resellers permit), customs duties, export duties, or similar tariffs or fees the Designated Supplier may be required to pay or collect. Franchisee will not be charged for insurance or storage of Products. The Designated Supplier may update the price sheet annually or sooner if the price of raw materials, fabrication, ocean transit charges, duties, labor, insurance, or other inputs increase.

c. The Designated Supplier will send invoices to Franchisee, and Franchisee shall pay the Designated Supplier, at the address stated on the invoice. Franchisee shall pay in full within fifteen (15) days of invoice date, except that payment prior to shipment shall be required until the initial fee provided for in Section 1 has been paid in full. Title in and to the Products shall pass from the Designated Supplier to Franchisee on Franchisee's possession of the Products (i.e., at the time of pickup, if the Products are picked up at the Designated Supplier's location, or at the time of delivery to and acceptance by, Franchisee, if the Products are shipped by a carrier arranged by the Designated Supplier.)

d. If Franchisee does not fully and timely pay open invoices, PGF has the right to require prepayment to the Designated Supplier of invoices prior to shipment of Products.

e. Invoices and any amount not paid within thirty (30) days of the invoice date will incur a one percent (1%) per month finance charge assessed against the unpaid balance from the date due, until paid. This charge is not permission for late payment and does not excuse the breach.

f. The Designated Supplier may set a credit limit and payment terms and may modify the limit and terms to protect the Designated Supplier's interest.

g. Payment shall be by cash, check or ACH payment. Payment by credit card will incur a three percent (3%) convenience fee. PGF shall have the right to limit payment methods and/or designate a specific method. When PGF permits or requires payment by ACH, Franchisee shall execute and deliver to PGF the authorization(s), pre-authorized check forms and other instruments or drafts required by PGF's bank, to enable PGF to draw amounts from Franchisee's bank account(s) payable to PGF. If a payment instrument or attempt is refused for insufficient funds or other reason, PGF may, at its discretion, attempt to process the charge again and charge an additional processing fee. PGF shall have access to the account for the purpose of receiving payment for invoices and other amounts which Franchisee owes to PGF.

h. Any check or other payment instrument returned as unpaid for any reason shall incur a rejected payment fee. At the date of this Agreement the fee amount is one percent (1%) and Fifty Dollars (\$50). PGF may increase this fee from time to time.

14. Intellectual Property.

a. PGF grants Franchisee a non-exclusive, non-transferable, non-sublicensable, non-divisible license to use PGF's name, trademarks and/or copyrights ("PGF IP") in the normal course of selling PGF's Products and performing related services under this Agreement.

b. PGF reserves all rights to PGF IP, except as specifically granted in this Agreement to Franchisee. PGF may exercise reserved rights at any time. PGF has the right to terminate Franchisee's right to use any particular properties comprising PGF IP at any time.

c. Franchisee shall not have a website for the Business separate from PGF-owned website(s) (at the time of entering into this Agreement - www.purchasegreen.com).

d. Franchisee shall use PGF IP on Products and in advertising Products. PGF will cooperate with Franchisee's marketing, advertising, and packaging personnel to coordinate use of PGF IP, and any other text that mentions PGF. The Products shall not be relabeled, rebranded or repackaged in a way that conceals that they are PGF Product. Franchisee shall not make any change to marketing, advertising, or packaging without prior written approval of PGF.

e. Franchisee is not entitled, by implication or otherwise, to any title, interest or goodwill in any trademark, trade name, logo, design, or copyright owned by, licensed to or developed by PGF. All goodwill arising from or developed from Franchisee's use of PGF IP shall belong solely to PGF.

f. Franchisee's license to use PGF IP is limited. Franchisee shall always comply with all restrictions and limitations imposed by PGF from time to time.

g. Franchisee shall not use PGF's name as part of Franchisee's name or in any manner that may misrepresent or may confuse others about the relationship between Franchisee and PGF.

h. Franchisee will be identified as "**Purchase Green [TERRITORY NAME]**" or mutually agreed equivalent, on PGF's website, printed literature, and elsewhere that PGF identifies Franchisee. Franchisee shall use this identifier in marketing and sale of Products. Franchisee shall promptly obtain all approvals and make all filings required by any government authority to use this identifier. Franchisee shall not use a different identifier without first obtaining written consent from PGF.

i. Franchisee shall prominently state in all printed materials that identify Franchisee: "An Independently Owned, Authorized Purchase Green® Distributor."

j. Any installation contract or contract for services must list Franchisee's legal business name, the above listed DBA and must include the modifier listed in Section 14(h). Contracts entered into by Franchisee shall not include or omit any term or phrase or content or disclosure, that may lead a customer to believe the customer is contracting with PGF.

k. If Franchisee becomes aware of or suspects any third-party infringement of PGF IP, Franchisee shall promptly inform PGF and provide sufficient details (to the extent in Franchisee's possession) to identify the actual or potential infringement. PGF shall have the right to take or not take action as PGF deems appropriate and shall have no obligation to take any action or particular action. Franchisee shall not take any action with regard to a potential or actual infringement without prior written consent from PGF.

l. Franchisee must notify PGF within three (3) business days of becoming aware, of any action, claim or demand against Franchisee relating to PGF IP.

m. If it becomes advisable at any time, in PGF's discretion, to change or stop using any of the trademarks, copyrighted works or any of the PGF IP or adopt or use one or more additional or substitute trademarks or additional or substitute other PGF IP, then Franchisee shall conform all use to the manner requested by PGF. PGF shall not have any obligation to pay or reimburse Franchisee for expenses associated with such changes. Franchisee waives any other claim arising from or relating to any such change.

n. Franchisee shall never do or permit acts or things that conflict with PGF's rights in the trademarks, any copyrighted works or other PGF IP and shall never contest or assist any person or entity to contest validity or PGF's ownership of any of the PGF IP. Franchisee shall not apply for

or accept any registration in any of the PGF IP. Franchisee shall sign any document that PGF requests of Franchisee to protect PGF's interests in the PGF IP.

15. Operating Manual.

a. Franchisee must at all times treat the Operating Manual, any other manuals created for or approved for use in the operation of the Business, and the information contained therein as Confidential Information. Franchisee must maintain the information as secret and confidential, in accordance with Section 16 of this Agreement and including, without limitation, the following: Franchisee must not, at any time, without PGF's prior written consent, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, and not make any of these available to any unauthorized person. The persons who are authorized include management personnel who executed the Employee Non-competition and Non-disclosure Agreement, attached as Exhibit D.

b. The Operating Manual shall at all times remain PGF's sole property. Franchisee must return it to PGF immediately on expiration or termination of this Agreement.

c. The Operating Manual will contain specifications, standards, operating procedures and rules for operating the Purchase Green business and information relative to Franchisee's obligations. PGF may, from time to time, revise contents of the Operating Manual when PGF considers revisions to be necessary or useful to improve or maintain standards for Purchase Green businesses. Franchisee agrees to comply with each new or changed standard. Revisions to contents of the Operating Manual shall be deemed effective ten (10) days after the date of mailing or providing the revision electronically, unless PGF specifies another earlier or later effective date.

d. PGF may modify standards for any particular franchisee based on circumstances PGF considers applicable. PGF modifying standards for a particular franchisee does not mean Franchisee will be permitted to follow the modified standard. Franchisee acknowledges and agrees PGF is not required to provide Franchisee with a like modification of the standard.

16. Protection of Confidential Information.

a. Any and all information, knowledge and know-how, including, without limitation, operating procedures, sources of supplies, equipment, specifications, techniques, and other data that PGF designates as confidential shall be deemed confidential, except information which Franchisee demonstrates that Franchisee knew prior to disclosure by PGF to Franchisee; or which, at the time of disclosure by PGF to Franchisee, was already part of the public domain through publication by others; or which, after disclosure to Franchisee by PGF, becomes part of the public domain through publication by others, but only from and after the time of such publication.

b. Franchisee must not, during the term of this Agreement or at any time after, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or entity any Confidential Information concerning information or methods of operation of the Business which may be communicated to Franchisee, or which Franchisee may learn by operating the Business under this Agreement. Franchisee may divulge Confidential Information only to those of Franchisee's employees or officers and directors who must have access to it to perform their work operating the Business.

c. Franchisee must require all personnel having access to any know-how or Confidential Information provided by PGF, or otherwise having a role in operating the Business, to execute written covenants to maintain the confidentiality of information they receive in their employment or engagement by Franchisee, in substantially the form attached as Exhibit D or other form

acceptable to PGF. The covenants must expressly identify PGF as a third-party beneficiary of the covenants with the independent right to enforce them.

d. Franchisee acknowledges and agrees that any actual or threatened failure to comply with requirements of this Section 16 will cause PGF immediate and irreparable injury, not fully compensable or remediable by payment of money damages, permitting PGF with or without notice to seek and obtain immediate injunctive relief without need to post a bond. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by PGF when PGF seeks specific performance or an injunction or other relief against threatened or actual violation by Franchisee of the requirements of this Section.

e. This Section 16 supplements and is additional to and does not supersede any previously executed Confidentiality and Non-Disclosure Agreement. The obligations under the multiple agreements shall be cumulative.

17. Advertising.

a. Franchisee must use for Franchisee's advertising and promotion activities only materials, concepts and programs provided by PGF or approved in advance by PGF, which approval will not be unreasonably withheld or delayed. For any proposed materials PGF has not approved, Franchisee must submit the materials to PGF for PGF's review. PGF will try to notify Franchisee within five (5) business days after receipt of the proposed advertising and promotion materials whether they are approved. Proposed materials are not approved unless and until PGF provides written approval. Any advertising materials Franchisee submit for review become PGF's property (to which Franchisee has a license as long as this Agreement is in effect), and PGF may use or distribute these in any manner PGF deem appropriate, including permitting use by other franchisees, without compensation or attribution to Franchisee.

b. At PGF's option, PGF may establish one or more websites to advertise, market and promote the Purchase Green brand and/or Purchase Green businesses, and/or the Purchase Green franchise opportunity. Franchisee must not maintain an internet website or otherwise maintain a presence or advertise on the internet or other computer network without PGF's prior written consent. PGF will establish Franchisee's Internet domain name and website, which will at PGF's discretion, be a page or portion within PGF's website, or a website separate from PGF's website with a distinct domain name. PGF will have sole authority to establish the domain name and website. Franchisee must assist PGF in customizing the website for the Business. PGF shall have the rights, at all times, for PGF or its designee to own the website and domain name for the Business, edit its contents and/or suspend its accessibility in whole or in part.

c. Franchisee must conduct local advertising in the Territory, using vendors approved by PGF. PGF will provide Franchisee promotional materials including, without limitation, business cards, and on each occasion an initial starting supply of brochures. If Franchisee wishes to purchase additional copies of these materials, Franchisee agrees to pay PGF's then-applicable duplication costs.

d. Franchisee agrees to spend each calendar quarter for advertising in the Territory, an amount equal to at least the lesser of (i) two percent (2%) of Franchisee's gross revenues of the prior calendar quarter, or (ii) Seven Thousand Five Hundred Dollars (\$7,500). To the extent Franchisee spends more than the required amount in any calendar quarter, Franchisee shall receive a credit for required expenditures in the next ensuing calendar quarters, not to exceed two (2) quarters. On PGF's request, Franchisee must provide PGF with proof of all expenditures for local advertising, including such detail, receipts, proofs of publication and other documentation as PGF may require.

e. Alternatively, Franchisee may contribute to the Marketing Fund an amount specified by Franchisor, not exceeding the required expenditures under Section 8.d.

f. The Marketing Fund, if and when established, shall be maintained and administered by Franchisor or its designee, as follows:

i. Franchisor or Franchisor's designee shall direct all advertising programs with sole discretion over the creative concepts, materials, media, placement and allocation.

ii. The monies may be used to meet any and all costs of maintaining, administering, directing, producing and preparing promotions and advertising including, without limitation, the cost of conducting public relations activities, advertising and producing promotional brochures and other marketing materials to franchisees in the System.

iii. The Marketing Fund shall not be used to solicit sales of franchises or defray Franchisor's general operating expenses, except for reasonable administrative costs and overhead, not to exceed twenty percent (20%) of the amounts contributed to the Marketing Fund, as Franchisor may incur in activities reasonably related to the administration or direction of the Marketing Fund and advertising programs including, without limitation, conducting market research, preparing marketing and advertising materials and collecting and accounting for assessments for the Marketing Fund.

iv. Franchisor maintains the right to terminate the Marketing Fund. The Marketing Fund shall not be terminated, however, until all monies in the Marketing Fund have been expended for advertising and promotional purposes or returned to franchisees. If terminated, Franchisor reserves the right to restart the Marketing Fund or new Marketing Fund.

v. An accounting of operation of the Marketing Fund shall be prepared annually and made available to Franchisee on request. Franchisor reserves the right, at its option, to require that the annual accounting include an audit of the operation of the Marketing Fund prepared by an independent certified public accountant selected by Franchisor and prepared at the expense of the Marketing Fund.

g. For purposes of calculating the required expenditure for advertising in the Territory, gross revenues means the total of all receipts and revenues derived from the sale or delivery of merchandise and/or services performed by the Business, receipts and revenues of the Business from any source and of any other kind or nature, whether in cash, credit, check, credit card, electronic currency of any kind, gift certificate, services, property, or other means of exchange. Gross revenue excludes sales tax receipts that Franchisee must by law collect from customers, that is separately identified on invoices and that Franchisee actually pays to the taxing authority.

h. Franchisee must not advertise or use in advertising or any other form of promotion, Purchase Green copyrighted materials, trademarks, service marks or commercial symbols without the appropriate © or ® registration marks or designation TM or SM where applicable. The registered marks and designations shall be used in conjunction with "Purchase Green", the Purchase Green logo, the Operating Manual and any other copyright materials, trademark, service mark, or commercial symbols as may be developed.

18. Recordkeeping and Reporting.

a. Franchisee must keep complete and accurate records, including those PGF specifies from time to time. Franchisee must keep the records at the premises of the Business at all times, or in an online resource accessible by PGF. Franchisee must at all times keep PGF informed of the location of Franchisee's records and provide PGF with the ability to access them at all times via high-speed internet connection.

b. Franchisee must use a reporting and financial control system that PGF may specify. This includes maintaining on forms PGF approves or provides, periodic sales reports which may be as frequent as daily, weekly, monthly or other frequency specified by PGF, and monthly profit and loss and balance sheet statement accurately reflecting all activities of the Business; and other reports PGF specifies, using methods of filing, record-keeping, bookkeeping, accounting and reporting PGF specifies; and following methods for control, protection and records of cash and other forms of receipts, as PGF specifies.

c. At the time of entering into this Agreement PGF requires Franchisee to use the cloud version of QuickBooks Franchisee must grant PGF administrator level access. PGF will provide up to three (3) GROW dashboards. PGF reserves the right to require Franchisee to obtain updates, modifications and new versions of and/or to change required software from time to time and/or to adopt and use a computer point-of-sale (POS) system specified by or meeting specifications set by PGF. Franchisee shall comply at Franchisee's cost. Franchisee must provide PGF at all times, with on-line access to POS system and all data and information.

d. To enable PGF to verify advertising expenditures to be made by Franchisee, and to be informed of Franchisee's compliance, Franchisee must provide PGF periodic written reports in such form and at such frequency as PGF prescribes. Franchisee must provide PGF at all times, with on-line access to the reports.

19. Audit and Inspection.

a. PGF and PGF representatives shall have the right at PGF's cost (subject to subsection (b) below) and during business days (which may include weekends or holidays when Franchisee operates on those days) to enter the Business or other location where books and records relating to the Business are kept, and inspect, copy and audit the books and records, including, without limitation, Franchisee's state and federal income tax, sales and use tax and personal property tax returns. Franchisee waives any privileges regarding tax returns and other tax information. Franchisee must cooperate with the inspection and/or audit and provide and explain all records requested by the auditor or inspector.

b. If an audit or inspection discloses that Franchisee obtained and/or sold unauthorized merchandise, underpaid amounts due to PGF, did not expend amounts for advertising in the Territory required by this Agreement, or materially breached this Agreement in some other way, Franchisee shall pay the underpaid amount and/or damages caused immediately, and make the required advertising expenditures immediately, or over such time frame as is acceptable to PGF. If the audit or inspection is conducted due to Franchisee's failure to provide required reports, or due to other irregularity or noncompliance by Franchisee, or if an inspection or audit reveals an understatement of two percent (2%) or more of any amounts reported by Franchisee to PGF for any reporting period, Franchisee must, in addition, reimburse PGF's actual out-of-pocket costs associated with conducting the inspection and/or audit. These remedies do not permit underreporting, underpayment, under-expenditure for advertising or other breach and do not waive the breach and are additional to other rights and remedies of PGF.

c. Franchisee acknowledges and agrees that the nature and quality of all products and services provided by Franchisee under the PGF IP, all goods sold by Franchisee; the operation of the showroom, sales office and warehouse, and all advertising, promotion and other related use of the PGF IP must conform to PGF standards.

d. Franchisee agrees to cooperate with PGF in permitting inspection by PGF of Franchisee's operation, and supply PGF with specimens of all uses of the PGF IP on request. PGF may, in PGF's reasonable discretion, cause PGF personnel or representatives to telephone or visit Franchisee from time to time to inspect and assess the operation of the Business and compliance with this Agreement and the Operating Manual. Franchisee must comply with PGF's requests and visits, and provide all information requested.

20. Indemnification.

a. Franchisee agrees at all times, at Franchisee's cost, to indemnify, defend and hold harmless to the fullest extent permitted by law, PGF, PGF's affiliated entities and the members, shareholders, directors, managers, officers, employees, agents and representatives of each (collectively, "Indemnitees") from all losses, costs and expenses alleged or incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (whether or not reduced to judgment) or any settlement which arises out of or is based on or relates to: infringement by Franchisee or other violation by Franchisee of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; violation or breach by Franchisee of any contract, federal, state, or local law, regulation, ruling, standard, or directive or of any industry standard; libel, slander or any other form of defamation or disparagement by Franchisee; violation or breach by Franchisee of any warranty, representation, agreement, or obligation in this Agreement; any acts, errors, or omissions by Franchisee; inaccuracy, lack of authenticity, or non-disclosure of any information by Franchisee; unapproved service provided by Franchisee at, from, or related to the operation of the Business; or any merchandise or services provided by any affiliated or non-affiliated participating entity; or claim of injury or damage arising from or relating to the operation of Franchisee's Business.

b. For Section 20(a) the reference to various kinds of actions or omissions by Franchisee, includes Franchisee and any of Franchisee's agents, servants, employees, contractors, partners, proprietors, affiliates, or in any manner in connection with the Business. The term "losses, costs and expenses" shall expressly be deemed not to include any exemplary or punitive damages. The term "losses, costs and expenses" shall be deemed to include all fines, charges, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, court costs, settlement amounts approved by Franchisee and judgments. Franchisee agrees to give PGF immediate notice of any such allegation, action, suit, proceeding, claim, demand, inquiry, or investigation.

c. At Franchisee's expense and risk, PGF may elect to assume (but is not obligated to undertake) the defense and/or settlement of any action, suit, proceeding, claim, demand, inquiry or investigation, provided PGF will seek Franchisee's input and approval for, and keep Franchisee informed regarding, settlement(s) PGF proposes to offer or accept.

d. PGF agrees, at PGF's cost, to defend, indemnify and hold harmless Franchisee and Franchisee's members, shareholders, managers, directors, officers, employees, agents and representatives from losses, costs and expenses incurred in any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry or settlement which arises out of or is based

on: infringement by PGF or other violation by PGF of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; violation or breach by PGF of any contract, federal, state, or local law, regulation, ruling, standard, or directive or of any industry standard; libel, slander or any other form of defamation or disparagement by PGF; violation or breach by PGF of any warranty, representation, agreement, or obligation in this Agreement; any acts, errors, or omissions by PGF; inaccuracy, lack of authenticity, or non-disclosure of any information by PGF; provided, however, that PGF's obligations under this paragraph shall not apply to any losses, costs or expenses arising from the acts or omissions of Franchisee.

21. Grounds for Early Termination.

a. This Agreement may be terminated by either party, at any time, for material breach of any provision of this Agreement by the other party, if the breaching Party's material breach is not cured within sixty (60) days after receipt of written notice identifying the breach and demanding that it be cured.

b. This Agreement may be terminated by either party at any time, without prior notice, if the other party instituted a proceeding seeking relief under the Bankruptcy Code or similar law, makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

c. This Agreement may be terminated by Franchisee at any time, with one hundred (180) days prior written notice to PGF. The notice of termination from Franchisee to PGF must be accompanied by an "Early Termination Payment." The Early Termination Payment shall be an amount required to have paid for the full year Minimum Quantity through the period of time until the next anniversary of the date of this Agreement, or one-half (1/2) of a full year's Minimum Quantity, whichever is greater. Franchisee shall also comply with Sections 23, 24 and 25 and all other provisions that take or remain in effect on expiration or termination.

d. This Agreement may be terminated by PGF in the event Franchisee fails to purchase the Minimum Quantities during any calendar year. In the event PGF desires to terminate this Agreement pursuant to this subsection (d), PGF must deliver to Franchisee written notice of PGF's intent to terminate on or prior to January 31st of the following year and give to Franchisee until March 31st of said year to cure the default. This cure right shall only be available to Franchisee twice during the term of this Agreement.

e. This Agreement may be terminated by PGF if Franchisee fails, refuses or neglects to pay when due any amount owed to PGF or to PGF's affiliate or to Franchisee's landlord (if applicable) and fails to cure the breach within ten (10) days after receiving written notice of the breach and demand that it be cured.

f. This Agreement may be terminated by PGF if Franchisee commits any of the following defaults and fails to cure the default within sixty (60) days after receiving notice and demand to cure:

(i) failure to maintain and operate the Business in accordance with the provisions or requirements of this Agreement or the Operating Manual;

(ii) failure to obtain PGF's prior written approval or consent where required pursuant to this Agreement;

- (iii) misuse, or use in an unauthorized manner, any of the PGF IP or acting in a way that materially impairs goodwill associated with any of the PGF IP or PGF's rights therein;
 - (iv) participate in any business or marketing of any service or product under a name or mark which, in PGF's reasonable opinion, is confusingly similar to any of the PGF IP;
 - (v) offer or sell, as part of the Business, any unapproved product or service or fail to offer or provide on a regular basis all products and services authorized by PGF to be offered and sold in the Business;
 - (vi) by act or omission, engage in or permit violation of any law, ordinance, rule or regulation of any government entity to remain uncorrected in the absence of a good faith dispute over its applicability or legality and without promptly resorting to an appropriate administrative or judicial forum for relief;
 - (vii) fail to obtain and maintain all required insurance policies or fail to name PGF and the other persons/entities referenced in Section 26 as additional insureds according to the terms of this Agreement;
 - (viii) any of Franchisee's managers, in PGF's reasonable opinion, is not qualified (or is no longer qualified) to act as manager, and PGF determines in its reasonable judgment that Franchisee and the manager is not likely to be able to be qualified.
- g. This Agreement may be terminated by PGF effective on delivery of written notice of termination, without any obligation to allow Franchisee an opportunity to cure, upon the occurrence of any of the following events of default, with termination effective immediately on Franchisee's receipt of notice of termination:
- (i) Franchisee abandons the Business by failing to operate the business for a period of ten (10) consecutive days or any shorter period after which it is reasonable for PGF to conclude that Franchisee does not intend to continue to operate the Business;
 - (ii) Franchisee, or any owner or shareholder, director or officer of a corporate franchisee, or any member or manager of a limited liability company franchisee, or any partner or officer of a franchisee conducting business as a partnership, are/is convicted of a felony, fraud, crime involving moral turpitude or other crime or offense PGF reasonably believes is likely to have an adverse effect on the system of Purchase Green businesses, PGF IP, or their goodwill;
 - (iii) Franchisee makes any material misrepresentation relating to the creation, acquisition or operation of the Business or engages in conduct which reflects materially and unfavorably on the operation and reputation of the Business or PGF or the PGF IP;
 - (iv) Franchisee fails, for a period of ten (10) days after notification of non-compliance by any government or other authority, to comply with a federal, state or local law, regulation or requirement applicable to operation of the Business, and/or fail promptly to notify PGF of the notification and steps taken to cure the non-compliance;
 - (v) Franchisee repeatedly fails to comply with one (1) or more material requirements of this Agreement, whether or not the failures were or are ultimately corrected;

(vi) If three (3) or more material breaches by Franchisee occur within any twelve (12) month period, regardless of whether a prior breach was cured;

(vii) Franchisee's material breach of this Agreement is by its nature incapable of being cured;

(viii) Franchisee (or any of Franchisee's shareholders, directors, officers, partners, members or employees) acquires any interest in a business similar to the Business, except that Franchisee or such other persons may own, passively less than three percent (3%) of the shares of any company listed on any national or regional securities exchange or whose shares are traded through a recognized exchange;

(ix) Franchisee engages in unauthorized use or duplication of any aspect of PGF's business, products or services;

(x) Franchisee engages in unauthorized disclosure of any Confidential Information relating to PGF or the Business;

(xi) Franchisee purports to sell, sublicense, assign or transfer any interest in this Agreement or the Business in violation of this Agreement;

(xii) Franchisee violates any covenant not to compete in Section 26 of this Agreement;

(xiii) Franchisee fails to start operating the Business in the time provided in Section 3 of this Agreement;

(xiv) Franchisee misrepresents, substitutes or "palms off" non-authentic products or services;

(xv) Franchisee knowingly maintains false books or records or submits any false report to PGF;

(xvi) Franchisee purports to transfer any rights or obligations under this Agreement or any interest in Franchisee without PGF's prior written consent or otherwise in violation of this Agreement;

(xvii) Franchisee violates any state or federal law or ordinance that relates to or impacts provision of or ability to provide products and services under this Agreement, including, without limitation, conviction based on violation, allegation or charge of violation, without explanation that PGF deems to be reasonably satisfactory, or failure by Franchisee to inform PGF of the existence of, threat of, charge or allegation of, or conviction of such violation;

(xviii) Franchisee fails to comply with all applicable laws and ordinances relating to the Business, or Franchisee or any of Franchisee's owners' assets, property, or interests are blocked under any law, ordinance or regulation relating to terrorist activities, or Franchisee or any of Franchisee's owners violates any such law, ordinance, or regulation.

h. Breach by Franchisee (or any person/company affiliated with Franchisee) under this Agreement may be regarded by PGF (or by PGF's affiliate) as a breach under any other agreement between Franchisee and PGF (or affiliate of Franchisee and/or of PGF). Any breach by Franchisee

(or any person/company affiliated with Franchisee) under any other agreement, including, but not limited to, any other franchise agreement, lease and/or sublease, between Franchisee and PGF (or affiliates of either) may be regarded by PGF as a breach under this Agreement. In such event PGF (and/or PGF's affiliate) shall have the remedies available for breach under this Agreement and/or the other agreement, including but not limited to termination and any other provisions for remedies. Any right or remedy PGF or its affiliate may have (including termination) is not exclusive but is cumulative of any other right or remedy provided under law or equity and PGF may pursue any rights and/or remedies available.

i. If any valid, applicable law or regulation limits PGF's rights of termination or requires longer notice than stated above, then at PGF's election, this Agreement shall be extended to satisfy the minimum notice periods or restrictions on termination required by such laws and regulations to allow sufficient notice of termination. PGF shall not be precluded from contesting the validity, enforceability or application of such laws or regulations.

j. In a breach by Franchisee, PGF may require, as a condition and element of cure of the breach, that Franchisee reimburse any reasonable attorney fees and other fees, costs and damages incurred and/or suffered by PGF on account of the breach.

22. Additional Remedies.

a. If Franchisee has not cured a default under this Agreement within the time allowed, PGF's may temporarily or permanently reduce the size of the Territory; temporarily or permanently suspend particular or any or all advertising, marketing and/or promotion of Franchisee's showroom, including but not limited to from any website, social media, print publication, broadcast publication, trade show and/or other form of advertising, marketing and/or promotion; (iii) charge Franchisee a non-compliance fee; and/or (iv) assume operation of the Business as provided in Section 30 and require Franchisee to comply with Section 30.

b. In the event of a breach by a party of this Agreement, in addition to all rights the non-breaching party has under this Agreement, the non-breaching party shall have the right to exercise any and all remedies available at law or in equity unless otherwise provided for in this Agreement. All rights and remedies are cumulative, and the election of one remedy shall not preclude another. Any termination shall be without prejudice to accrued rights. By way of example, termination due to breach or default in payment shall not affect or terminate the rights and obligations of the parties that accrued prior or subsequent to such payment breach or default.

23. Obligations On and After Expiration or Termination.

a. On termination of this Agreement:

(i) Franchisee shall immediately stop representing Franchisee as a Franchisee of PGF and shall stop use of all PGF names and trademarks and any signs or other materials, of whatever nature, identifying Franchisee as a dealer of PGF shall be removed and/or destroyed.

(ii) Franchisee shall not operate or do business under any name or in any manner that might tend to give the general public the impression that Franchisee is in any manner affiliated with PGF or any "Purchase Green" business, or any business similar thereto, and shall not use, in any manner, or for any purpose, directly or indirectly, any PGF Confidential Information, knowledge or know how concerning the operation, products, services, trade secrets, procedures, policies, techniques or materials or by virtue of the relationship established by this Agreement.

(iii) Franchisee shall return to PGF all copies of the Operating Manual, and all forms, advertising matter, materials bearing the PGF IP.

(iv) Franchisee shall, on PGF's demand, direct the phone company servicing the Business to transfer service for the phone number(s) to PGF, or to such other person or persons as PGF directs; and at PGF's request, cancel all listings in phone directories pertaining to the Business and execute assignments in the form of Exhibit E or other form satisfactory to PGF and satisfactory to the applicable phone service provider(s), in favor of PGF or PGF's designee, of the right for service of the telephone number(s) used in the Business.

(v) Franchisee shall take all action needed to cancel any assumed or fictitious name or equivalent registration which contains any name or mark identical or similar to "Purchase Green" or other name, trademark or service mark of PGF, and shall provide proof to PGF of performing this obligation within ten (10) days after the termination or expiration of this Agreement.

(vi) Franchisee shall promptly pay all sums owing to PGF and PGF's affiliates. In the event of termination based on Franchisee's breach or default, such sums shall include all damages, costs and expenses (including reasonable attorneys' fees) incurred by PGF due to the breach. The obligation under this Section shall give rise to and remain, until paid in full, a lien in PGF's favor against any and all of the personal property, furnishings, equipment, signs, inventory, fixtures and other assets owned by Franchisee at the time of breach.

b. Upon termination of the Franchise Agreement, we will be deemed to be fully released from any and all claims or causes of action you may have or claim to have against us, our shareholders, directors, officers and personnel.

c. PGF may, if Franchisee fails or refuses to take the actions required in this Section 23, execute instruments and documents in Franchisee's name and on Franchisee's behalf as necessary or useful to cause discontinuation of Franchisee's use of the name "Purchase Green" or any other related or similar name or use, to transfer service for the telephone numbers and to accomplish any of the other obligations of Franchisee on and after termination or expiration of this Agreement. Franchisee hereby irrevocably appoints PGF as Franchisee's attorney-in-fact to do so.

d. Expiration or termination of this Agreement shall be without prejudice to either party's rights against the other party, and expiration or termination shall not relieve either party of any obligations hereunder existing at the time of expiration or termination or terminate obligations of either party which by nature survive expiration or termination of this Agreement.

e. Sections 23, 24, 25, 28 and all other provisions of this Agreement which expressly or by their nature continue in effect after termination or expiration of this Agreement shall survive and continue in full force and effect subsequent to termination or expiration until fully performed or until by their nature they have expired.

24. Purchase Option.

On expiration or termination of this Agreement PGF shall have the option to purchase any or all of Franchisee's inventory of Products and any local goodwill Franchisee may have in the business. To facilitate analysis and decision whether to exercise the option, and if so, as to which items in the inventory, Franchisee shall provide PGF a detailed inventory of the Products detailing each item by product description, SKU or other applicable designation, quantity, original purchase price, length of time in inventory, location, and condition and other information that PGF requests. The foregoing are referred to as the "Territory Assets". The purchase price for Products selected

by PGF or its designee shall equal the amount paid by Franchisee for those items of inventory elected to be purchased and for the local goodwill, an additional One Thousand Dollars (\$1,000) (“Purchase Price”). PGF or its designee may exercise this option by written notice to Franchisee of the election to do so. PGF or its designee shall have until the expiration of thirty (30) days after receiving all the above information from Franchisee in writing, to notify Franchisee if PGF or its designee elects to exercise this option. If PGF or its designee elects to purchase any Territory Assets, Franchisee shall execute a Bill of Sale, General Assignment and Conveyance in the form attached as Exhibit C (“Bill of Sale”).

25. In Term and Post-Term Covenants Not to Compete.

a. In-Term Covenants

Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable training and Confidential Information, including, without limitation, information regarding promotion, operation, sales, and marketing methods and techniques of the Business, and that the restrictions against competing in this Section 25 are fair and reasonable and will not impose undue hardship on Franchisee, that Franchisee has other considerable skills, experience, and education which afford Franchisee the opportunity to derive income from other endeavors. Franchisee agrees that during the term of this Agreement Franchisee will not, directly or indirectly, for Franchisee’s self, or through, on behalf of, or in conjunction with any person, persons, or entity, do any of the following:

1. Divert or attempt to divert any business or customer of the Business to any competitor, by direct or indirect inducement or otherwise, or knowingly do or perform, directly or indirectly, any other act harmful to the goodwill associated with the PGF IP;
2. Own, maintain, advise, assist, consult, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities of or authorized for the Business.

b. Post-Term Covenants

Franchisee agrees that Franchisee shall not, for a continuous uninterrupted period starting on expiration or termination of this Agreement, regardless of the cause for expiration or termination, or on transfer of this Agreement or the Business and continuing for twenty four (24) months thereafter (and in case of any violation of this covenant, during the period of the violation and, without waiving the breach during the period of violation, for twenty four (24) months after the violation ceases), directly or indirectly, for Franchisee’s self, or through, on behalf of, or in conjunction with any person, persons or entity, own, maintain, advise, assist, consult, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities of or authorized for the Business, that is located or operates within a radius of sixty (60) miles of the location of the showroom/sales office/warehouse or within a radius of sixty (60) miles of the location of any Purchase Green showroom, whether franchised or owned by PGF or affiliate. Nothing in this section restricts providing installation services.

c. Amendment of Covenants

Each of the above covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 25 is held to be unreasonable or unenforceable by a court or arbitrator having jurisdiction to which PGF is a party, the court or arbitrator is requested to enforce, and Franchisee agrees to be bound by, the lesser covenant, lessened on a mile-by-mile radial basis, and lessened on a month-by-month basis and

lessened by any discreet activity description, that is subsumed within the terms of the covenant, that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made part of this Section 25.

d. Injunction

Franchisee acknowledges and agrees that any threatened or actual failure to comply with the requirements of this Section 25 would cause PGF to suffer immediate and irreparable injury for which no adequate remedy at law may be available, and Franchisee consents to ex parte entry of injunctive relief, granted without need for posting of bond, prohibiting conduct by Franchisee and persons and entities acting in concert or cooperation with Franchisee, in violation of the terms of this Section 25.

e. Additional Covenants

At PGF's request, and upon advice of Franchisee's legal counsel that such practices are legal and enforceable in the local jurisdiction(s) in which Franchisee operates (provided, that, if Franchisee's legal counsel is unable to provide such advice, then Franchisee shall inquire to counsel and inform PGF as to the maximum of the following that can be done legally in such jurisdiction(s)), Franchisee shall require and obtain execution of covenants substantially similar to those in this Section 25 (including covenants applicable on the termination of a person's relationship with Franchisee) from: (a) key persons employed by Franchisee who received training from PGF; (b) members, managers, directors, officers and holders of a beneficial interest of five percent (5%) or more of the securities or interests of Franchisee, and of any entity directly or indirectly controlling Franchisee, if Franchisee is an entity; and (c) the general partners and any limited partners (including any entity, and the members, managers, directors, officers and holders of a beneficial interest of five percent (5%) or more of the securities of any entity which controls, directly or indirectly, any general or limited partner), if Franchisee is a partnership. Each covenant required to be executed pursuant to this Section 25 shall be on a form supplied by or approved by PGF, including, without limitation, identification of PGF as a third-party beneficiary of the covenants with the independent right to enforce them. The form attached as Exhibit D shall be deemed to be satisfactory.

26. Insurance.

a. Prior to opening the Business, Franchisee must obtain the following insurance coverage under policies of insurance issued by carriers having an A.M. Best rating of "A" or better and otherwise satisfactory to us: (1) general and professional liability, One Million Dollars (\$1 million) per occurrence and Two Million Dollars (\$2 million) aggregate; (2) employment practices liability insurance of at least One Million Dollars (\$1 million); (3) workers' compensation or other employer's liability; (4) insurance required by law where your business is located; (5) auto, including non-owned auto liability, of at least One Million Dollars (\$1 million); (6) insurance required by any property or equipment lease; (7) property insurance, at greater of your fixed assets, equipment and usual inventory value, or One Hundred Thousand Dollars (\$100,000); and (8) Cyber security and data privacy coverage of at least Five Million Dollars (\$5,000,000).

b. Each policy shall provide that it shall not be materially modified, cancelled, terminated or nonrenewed without at least forty-five (45) days written notice to PGF from the insurer; not contain any exclusion for claims between insureds; name PGF and PGF's owners, members, managers, directors, officer and employees as additional insureds; be with insurance carriers having a Best rating of "A" or better and be otherwise satisfactory to PGF.

c. PGF may from time to time increase or decrease amounts of coverage required under Section 26(a), above and require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in activities authorized for the Business, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

d. Franchisee must provide PGF with a complete copy of each policy on obtaining the policy and whenever requested. Before expiration of the term of each policy, Franchisee must provide PGF a Certificate of Insurance for each policy to be maintained for the upcoming term.

e. If Franchisee does not maintain required insurance or does not furnish a copy of the policy or other evidence, satisfactory to PGF, of the required insurance coverage and payment of premiums, PGF may obtain, at PGF's option and in addition to PGF's other rights and remedies, any required insurance coverage on Franchisee's behalf or portions of the coverage. PGF has no obligation to do so. If PGF does so, Franchisee must fully cooperate with PGF's effort to obtain the insurance, promptly execute all forms or instruments required to obtain or maintain the insurance, allow any inspections of the Business which are required to obtain or maintain the insurance and pay to PGF, on demand, any costs and premiums incurred. Any such action or inaction by PGF does not waive Franchisee's breach.

f. Franchisee's obligation to maintain insurance coverage provided above is not reduced in any way by reason of any separate insurance PGF maintains or does not maintain.

27. Transfer.

a. Assignment by PGF

PGF will have the right to assign, transfer or sell PGF's rights under this Agreement to any person or entity, in whole or in part, on one or more occasions. Upon assignment and assumption, PGF shall be under no further obligation hereunder, except for any accrued liabilities. Franchisee acknowledges and agrees that PGF may go public; engage in a private placement of some or all of PGF's securities; merge, acquire entities, be acquired; and/or undertake refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. These may include any such transactions with or involving competitive or non-competitive franchises, chains or other business, regardless of location(s), and PGF may operate, franchise or license those businesses and/or facilities as "Purchase Green" businesses operating under the PGF IP and/or other trademarks following such transaction. In some instances, such locations could be close to or overlap Franchisee's location or Territory or area Franchisee service.

b. Assignment by Franchisee

Neither Franchisee's interest in this Agreement nor any of Franchisee's rights hereunder, nor the Business nor any interest therein, may be assigned, transferred, shared or divided, voluntarily or involuntarily, directly or indirectly, in whole or in part, without PGF's prior written consent, which consent shall not be unreasonably withheld, and without Franchisee first complying with this Section 27. The term "assignment" includes actual or purported assignment, sale, transfer or other arrangement having the purpose or effect of shifting ownership or control interests in the Business. Any actual or purported assignment of this Agreement or of the Business in violation of the terms in this Agreement shall be null and void and of no effect and shall be an incurable breach of this Agreement. Actual or purported transfer in the aggregate of twenty-five percent (25%) or more of the Business shall also be deemed to be an "assignment."

c. Conditions to Consent to Transfer

PGF can require or make any or all of the following conditions to giving consent to a proposed assignment:

(i) The proposed assignee must submit an application meeting PGF's requirement with curriculum vitae/resume and credit application and must consent to a background/credit check and any additional investigation to be conducted by PGF or by a service provider PGF designates.

(ii) The proposed assignee must demonstrate skills, qualifications, licensing and economic resources necessary, in PGF's reasonable judgment, to conduct the Business and to fulfill its obligations to Franchisee and to PGF.

(iii) The proposed assignee must expressly assume in writing all Franchisee's obligations under this Agreement.

(iv) As of the date of assignment, Franchisee shall have fully complied with all Franchisee's obligations to PGF, whether under this Agreement or law or any other agreement, arrangement or understanding with PGF.

(v) Franchisee must pay PGF a transfer fee equal to the greater of Seven Thousand Five Hundred Dollars (\$7,500) or two percent (2%) of the non-contingent consideration due to Franchisee as of the closing date of the transfer (and for a transfer to a controlled entity of Franchisee, Two Thousand Five Hundred Dollars (\$2,500)). This payment shall be due and payable to PGF upon closing of the transfer; provided, however, that, if the transfer does not close, Franchisee shall reimburse PGF for all of its actual out-of-pocket expenses incurred in connection with its review of the transferee.

(vi) The proposed assignee shall satisfactorily complete the training then required of all new franchisees, at the expense of Franchisee or Assignee, also including payment of Franchisor's reasonable charge for training.

(vii) PGF shall be provided full copies of all proposed final agreements between Franchisee and proposed assignee and correspondence that adds to, modifies or otherwise impacts the terms of such proposed agreements.

(viii) Franchisee shall have executed a general release in a form satisfactory to PGF of any and all claims against PGF, PGF affiliates and the respective shareholders, members, managers, directors, officers and employees in these entities in their entity and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

(ix) The assignee shall not be affiliated in any way with a competitor of PGF.

(x) Other conditions and requirements that are reasonable in the circumstances for PGF to impose.

28. Death or Disability.

a. On Franchisee's death, or if Franchisee is determined to suffer a legal incapacity (or, if Franchisee is an entity, then on death or legal incapacity of the shareholder, member, manager, officer or partner principally responsible for the operation of the Business), the transfer of Franchisee's interest to Franchisee's heirs, legatees, personal representatives or conservators,

surviving partner(s) or fellow shareholder(s), as applicable, shall not constitute an “assignment” and shall not give rise to PGF’s right of first refusal to purchase the Business set forth in Section 32, if all the following conditions are met:

(i) The heirs, legatees, personal representatives, conservators, surviving partner(s) or fellow member(s) or shareholder(s), as applicable, meet PGF standards for qualification of new franchisees and agree in writing to be bound by the terms and conditions of this Agreement.

(ii) Within ninety (90) days of the death or incapacity, a person designated by Franchisee’s heirs, legatees, personal representative(s), conservator(s), surviving partners or fellow shareholders/members, as applicable, shall have satisfactorily completed PGF’s then-current training requirements.

(iii) Until the person(s) indicated above have qualified, PGF may elect to, but is not obligated to, conduct interim operation as provided in Section 30.

29. Additional Training.

In the event of a valid and complete assignment of the Business by Franchisee to a third party, or assignment in event of death or disability, or other circumstances wherein in PGF’s judgment additional training may be needed, PGF will be willing to provide training to the third party according to PGF’s then-applicable training procedures; PGF may require the assignee franchisee to pay the then-current training fee for each individual required or designated to be trained, in addition to any fees or other requirements related to the assignment.

30. Operation by PGF.

To reduce or avoid interruption of the Business operations which would cause harm to the Business, thus lowering its value, Franchisee authorizes PGF, at PGF’s option, if Franchisee dies or is absent for any reason or are incapacitated by reason of illness or other reason and is unable, in PGF’s judgment, to operate the Business satisfactorily, to operate the Business for as long as PGF reasonably deems necessary and practical, and without waiver of any other rights or remedies PGF may have under this Agreement or otherwise. All monies from the operation of the Business during operation by PGF shall be directed to a separate account, and expenses of the Business, including reasonable compensation and expenses for PGF representatives, shall be charged to and paid from that account. Franchisee agrees to pay PGF Five Hundred Dollars (\$500) per day for operation of the Business pursuant to this paragraph. That fee will be due regardless of the results of operation. Franchisee agrees to indemnify, defend and hold harmless PGF and any representative and personnel of PGF who may act hereunder to temporarily operate the Business, from any and all acts PGF may perform (excluding acts of gross negligence and willful misconduct). Franchisee releases all the foregoing for and agrees not to bring any claim or cause of action arising from or relating to actual or claimed failure, omission, deficiency or affirmative act of any kind or nature in their operation of the Business under this Section, but this sentence shall not release gross negligence, willful misconduct or intentional dishonesty. If in the course of such operation PGF discovers any breach or other irregularity, PGF shall have all applicable rights, claims and remedies as to such breach or irregularity.

31. Transfer to a Corporate Entity.

If Franchisee wishes to transfer Franchisee’s interests to an entity formed by Franchisee solely for convenience of ownership, Franchisee must obtain PGF’s prior written consent. PGF

can require or make any or all of the following, conditions to giving consent to the proposed assignment:

(a) Franchisee must be the owner of all the voting stock or membership interests or other applicable equity and voting interests of the entity, or, if Franchisee comprises more than one (1) individual, each such individual shall have the same proportionate ownership interest in the entity as he/she/it held in Business prior to the contemplated transfer.

(b) Appropriate forms of entity resolutions and minutes have been duly adopted and are furnished to PGF prior to the transfer.

(c) Franchisee pay PGF a transfer fee in the amount of Two Thousand Five Hundred Dollars (\$2,500.)

(d) Other conditions and requirements that are reasonable in the circumstances for PGF to impose.

32. Right of First Refusal.

Franchisee must be the owner of all the voting stock or membership interests or other applicable ownership interest in Franchisee. Franchisee's right to assign, transfer or sell Franchisee's interest in this Agreement (voluntarily or by operation of law) and/or the Business shall be subject to PGF's right of first refusal. PGF shall have the right to be offered by Franchisee the opportunity to purchase the interest in this Agreement and/or the Business on the terms and conditions which have been offered to and accepted by a third party, or offered by a third party and accepted or proposed to be accepted by Franchisee, in a wholly arms-length transaction. The right of first refusal shall be exercised as follows:

(a) Franchisee shall serve on PGF a written notice stating all material terms and conditions of the proposed assignment, stating the purchase price and information regarding the identity, financial standing and character of the proposed purchaser.

(b) Within twenty-one (21) days after receipt of the notice containing all of the requisite information, PGF may, at PGF's option, purchase or identify a designee and purchase the Business on the terms and conditions in the notice and agreement attached thereto. PGF or its designee will have the rights to substitute money for any nonmoney consideration. If the agreement and terms include other assets or property PGF or its designee will have the right, at PGF's election, to accept the transaction involving only the Business and not include the other assets or property with the price adjusted accordingly; provided, however, that if Franchisee (or its affiliates) own several Purchase Green franchised Businesses and all the Businesses are subject to the underlying transaction, the right of first refusal must be exercised for all the Businesses. If a transaction described in this Section 32 includes consideration other than money, or consideration of a unique nature that PGF or its designee is not in a position to match due to the unique nature, PGF or its designee shall have the right to substitute cash for the value of such other consideration. If the assets include assets other than the Purchase Green franchise Business(es), PGF or its designee shall have the right to sever from the assets to be purchased, adjust the price accordingly, and exercise the option as to only the Purchase Green franchised Business(es).

(c) If PGF elects not to exercise the right of first refusal and consent to the assignment, Franchisee shall, subject to the provisions of this Section 32, be free to assign this Agreement and/or the Business to the proposed assignee on the terms and conditions in the notice, subject to satisfaction of the other conditions to transfer provided for in this Agreement. If the material terms

contained in the notice are modified after submission to PGF, then PGF's right of first refusal shall start again.

33. Improvements and Inventions Belong to PGF.

Any improvements, inventions or discoveries made by Franchisee, or Franchisee's employees or agents relating to the Business ("improvements"), shall be deemed to be assigned to and owned by PGF. The consideration for such assignment is the provisions of this Agreement and PGF is not required to provide Franchisee any further or additional compensation. All documents and other information concerning such improvements shall be disclosed to PGF promptly after creation or invention. PGF reserves sole discretion to decide whether to include the improvements in the operation of the Purchase Green business in original or any modified form or not at all, and the method of implementation and protection PGF deems appropriate, if any. Franchisee must execute all documents PGF deems to be necessary to perfect PGF's ownership in and to any such improvements and Franchisee must cooperate with PGF in the creation, implementation, use and protection thereof.

34. No Security Interests.

Franchisee shall have no right or power to and Franchisee shall not pledge, encumber, hypothecate or otherwise grant any third party any security interest in this Agreement or in the PGF IP or the Business in any manner whatsoever without PGF's express written consent. This consent may be withheld for any reason or no reason.

35. Modifications.

a. Franchisee acknowledges that to meet and seek to benefit from changes and improvements in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and seek to best serve the interests of PGF and PGF's franchisees, PGF may in PGF's discretion, need to change and develop the products, services, procedures, advertising, brand usage and any other aspects of the manner of operation under the PGF IP. Franchisee acknowledges and agrees that PGF may from time to time make changes to any components or aspects of the operation of a Purchase Green business, including, but not limited to, products, programs, services, methods, standards, forms, policies and procedures; deleting from or modifying services, programs and products that the Business is authorized and required to offer; modifying or substituting products, equipment, signage, trade dress, décor, color schemes, specifications and other attributes which Franchisee is required to observe; and changing, improving, modifying or substituting PGF IP. Franchisee agrees to comply with modifications, changes, additions, deletions, substitutions and alterations. Franchisee shall accept, use and effectuate any such changes or modifications to, or substitution as if they were part of the operation of the Business at the time that this Agreement was executed.

b. PGF shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications contemplated hereby. Franchisee agrees not to commence or join in any litigation or other proceeding against PGF or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Finally, Franchisee expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

c. Any fees and charges provided for in this Agreement as a specified amount, or maximum amount, represent the amount of the fee or charge at the date of execution of this Agreement. Such specified or maximum amounts may be increased by PGF from time to time, to

account for inflation or other cost increases impacting PGF's costs and expenses associated with matters pertaining to such fee or charge.

36. Force Majeure.

PGF and the Franchisee shall not be considered in default under this Agreement or be liable for any failure to perform or delay in performing any provisions of this Agreement to the extent that such failure or delay is caused by any reason beyond its control, including any act of God, fire, explosions, hostilities, or war (declared or undeclared), strike or work stoppage involving either Party's employees, or governmental restrictions; provided, however, that the Party declaring force majeure shall give prompt written notice to the other Party of the commencement, nature, and termination of the force majeure condition. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.

37. Arbitration.

i. Any controversy or claim arising out of or relating to this Agreement, or actual or claimed breach, termination or invalidity of this Agreement, shall be settled by arbitration before a single arbitrator, according to the Commercial Rules of Arbitration of the American Arbitration Association. The arbitrator shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws of the state of California without regard for principles of conflicts of law. Any award made pursuant to the arbitration shall be deemed final and binding and may be entered and enforced in any court having jurisdiction.

ii. If during the term of this Agreement, Franchisee shall have reason to believe it has any claims against PGF in any respect to any transaction or matter growing out of or relating to this Agreement, Franchisee shall notify PGF in writing within one (1) year after Franchisee knows, or has reason to know, the basis of any such claim. Failure to give the claim notice shall relieve PGF from all liability on any claim in respect to any transactions growing out of this Agreement. This Section 37(b) shall be applied to reduce, and not in any way to enlarge any applicable statutory time limit (statute of limitations or statute of repose) or equitable time limit to bring such claim.

iii. Franchisee and PGF agree that arbitration will be conducted on an individual, and not a class-wide basis, and that an arbitration proceeding between the parties (or any related entities, also including any of Franchisee's owners, guarantors, affiliates and/or employees, if applicable, may not be consolidated with any other arbitration proceeding between them and any other person, corporation, limited liability company, partnership or other entity.

iv. Regardless of the above provisions, a party may institute in court, in the jurisdiction and venue provided for below, an action for temporary or preliminary injunctive relief in aid of the arbitration, provided, that party shall contemporaneously submit the dispute to arbitration on the merits in accordance with this Section 37. Franchisee agrees that PGF may have such temporary or preliminary injunctive relief without bond, but on due notice, and Franchisee's sole remedy in the event of entry of injunctive relief shall be dissolution of the injunction, if warranted, on hearing; all claims for damages by reason of wrongful issuance of any injunction being hereby waived.

38. Jurisdiction and Venue.

Any litigation arising from or relating to this Agreement, including confirmation of any arbitration award, shall be brought exclusively in the United States District Court for the Central

District of California or Superior Court of California for the County of Los Angeles. The parties submit, consent and waive objection to the jurisdiction and venue of those courts.

39. PGF Business Judgment.

Franchisee acknowledges and agrees PGF may operate and make changes to its business, standards, specifications and any other aspects impacting Franchisee, in any way that is not expressly prohibited by this Agreement. Whenever PGF has reserved in this Agreement or is deemed to have a right and/or discretion to take or withhold action, or to grant or decline to grant Franchisee a right or to take or withhold action, or to approve or consent or withhold approval or consent, PGF may make the decision or exercise the right and/or discretion on the basis of PGF's reasonable good faith judgment of what is in PGF's best interest, including without limitation PGF's reasonable good faith judgment of what is in the best interest of its system of franchisees and company/affiliate owned showrooms, without regard to whether: (a) other reasonable alternative decisions or actions, or arguably preferable alternative decisions or actions, could have been made; (b) PGF's decision or the action taken or withheld promotes PGF's financial or other interest; or (c) the decision or the exercise of PGF's right or discretion is adverse to Franchisee's interests. PGF will have no liability to Franchisee for any such decision or action. In no event will Franchisee make any claim, whether directly, by way of setoff, counter-claim, defense or otherwise, for money damages or otherwise, by reason of any granting, withholding or delaying or the like of any consent or approval by PGF, unless such granting, withholding or delaying in not conducted reasonably or in good faith. Franchisee's sole remedy for any such claim is review of the action or decision, approval, consent or withholding thereof, and the like, and request to have PGF directed to make or take a different action or decision, approval, consent or withholding thereof, or the like, but always under the standards and ranges and bases of PGF's discretion, provided for above.

40. Waiver.

PGF and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction on the other under this Agreement, effective on delivery of written notice to the other. Any waiver granted by PGF shall be without prejudice to any other rights PGF may have, will be subject to continuing review and may be revoked, in PGF's reasonable discretion, at any time and for any reason, effective on delivery to Franchisee of ten (10) days' prior written notice. PGF and Franchisee shall be deemed to not have waived or impaired any right, power or option reserved by this Agreement by virtue of any custom or practice of the parties at variance with the terms of this Agreement; any failure, refusal or neglect of PGF or Franchisee to exercise any rights under this Agreement or to insist on exact compliance by the other with its obligations; any waiver, forbearance, delay, failure or omission by PGF to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Purchase Green businesses; or acceptance by PGF of any payments due from Franchisee after any breach of this Agreement

41. Successors and Assigns.

References in this Agreement to the parties shall be deemed to include, as applicable, reference to their respective permitted successors and assigns. The provisions of this Agreement shall bind and benefit the successors and assigns of the parties.

42. No Third-Party Beneficiaries.

Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies on any person or legal entity not a party hereto with the exception that the persons and

entities referred to in Section 20 to be indemnified, defended and held harmless, and the persons and entities in Section 26 to be named as additional insureds are each third party beneficiaries with the right to enforce such provisions for their benefit, even though they are not signers of this Agreement.

43. Relationship.

a. This Agreement does not imply any joint venture or partnership. Neither Party shall have any right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect. No party, nor its agents or employees shall, under any circumstances, be deemed employees, employers, co-employers, partners, agents or representatives of any other party. This Agreement establishes an arm's length business relationship with each party being entitled to act in its best interest within the bounds of this Agreement. The parties do not intend and shall be deemed not to have undertaken any fiduciary or other heightened obligations or duties to each other.

b. Franchisee shall hold Franchisee's self out to the public only as an independent contractor operating the Business pursuant to a franchise granted by PGF. Franchisee shall take such affirmative steps as may be necessary or as PGF specifies to communicate the independent contractor relationship, including, without limitation, giving public notice in conspicuous places at the Business, on invoices, stationery, business cards and advertising noting that Franchisee is an independent contractor operating the Purchase Green business under a franchise granted by PGF.

c. If Franchisee is an entity, Franchisee shall cause all individuals and entities that own twenty percent 20% or more of the stock, membership interest or other form of equity in Franchisee to execute and deliver to PGF a Guaranty in the form of Exhibit F. If any such owner is an entity, Franchisee shall cause that entity's owner(s), and so forth so that all individuals who directly or indirectly own 20% or more of Franchisee have executed and delivered to PGF such guaranty. If there no single individual(s) who own 20% or more, than Franchise shall nonetheless cause sufficient individuals to deliver executed Guaranties so that PGF is in possession of guaranties of individuals comprising at least 20% ownership of Franchisee. In the event of any assignment or transfer, new guaranties shall be delivered by Franchisee to assure that Franchisee is at all times in compliance with this Section 43(c).

44. Modification.

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, and such agreement must be in writing and signed by both Parties.

45. Notice.

Any notice or other communication provided for in this Agreement or given under this Agreement to a party shall be in writing and shall be given in person, by nationally recognized overnight courier, by mail (registered or certified mail, postage prepaid, return-receipt requested) or by email to the party as follows or at such other address of which a party has given notice:

If to PGF:
Purchase Green Franchising, LLC
1925 Wright Avenue, Suite A & B
La Verne, CA 91750
Attn: President
Email: _____

If to the Franchisee:

Attn: _____
Email: _____

46. Governing Law; Attorney's Fees.

This Agreement shall be governed by the laws of the state of California applicable to agreements entered into and to be performed entirely within the state and thus without regard for principles of conflicts of law. Where a provision of California law provides that it is not applicable, such as an exemption for a franchisee meeting certain requirements or located elsewhere, such exemption or other basis of inapplicability shall be in effect. If any provision of this Agreement would not be enforceable under the laws of California, and if the Business is located outside California and such provision would be enforceable under the laws of the state in which the franchised business is located, then such provision shall be interpreted and construed under the laws of that state. If arbitration or litigation results from or arises out of this Agreement or the performance, the prevailing party(s) shall be entitled to also recover reasonable attorneys' fees and court costs from the nonprevailing party(s).

47. Severability.

Each provision of this Agreement will be interpreted in a manner to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or rule, the invalidity, illegality, or unenforceability will not affect any other provisions, and will not affect such provision in any other jurisdiction where the provision would be valid, legal and/or enforceable, and this Agreement will be reformed, construed, and enforced as if the invalid, illegal, or unenforceable provisions was never contained herein.

48. Headings.

Headings and section numbers in this Agreement are for convenience only and shall not be used to construe meaning or intent. The provisions of this Agreement shall be interpreted and construed according to their fair meanings and not strictly for or against either party.

49. Complete Agreement.

This Agreement contains the final, complete and exclusive expression of the terms of the parties' agreement and supersedes and replaces any and all prior and/or concurrent discussions, negotiations, communications, understandings, agreements, inducements, courses of dealing, representations (financial or otherwise), promises, options, rights of first refusal, guarantees, warranties (express or implied) or otherwise (oral or written) between Franchisee and PGF. PGF disclaims any understandings, agreements, inducements, course(s) of dealing, representations (financial or otherwise), promises, options, rights of first refusal, guarantees, warranties (express or implied) or otherwise (oral or written) not stated in this Agreement. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

50. Counterparts/Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

Executed on or as of the date stated in the introductory paragraph:

PGF:
Purchase Green Franchising, LLC

Franchisee:

Signed: _____

Signature: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

EXHIBIT A

For purposes of this Agreement the Territory shall be the area shown in the below map shaded in light blue and further defined as follows:

EXHIBIT B

Minimum Quantities (“MQ”)

Year 1: _____

Year 2 & all subsequent years: Prior year MQ multiplied by average growth from Year X to Year X+1 across all PG satellite stores, discounted by 10%.

Example: Year 2 MQ = Year 1 MQ X .9 X PG Satellite Store Avg Growth from Year 1 to Year 2

EXHIBIT C

BILL OF SALE, GENERAL ASSIGNMENT AND CONVEYANCE

EXHIBIT D

EMPLOYEE NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

EXHIBIT E
PHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

EXHIBIT F
GUARANTY

EXHIBIT C

BILL OF SALE, GENERAL ASSIGNMENT AND
CONVEYANCE

BILL OF SALE, GENERAL ASSIGNMENT AND CONVEYANCE

This BILL OF SALE, GENERAL ASSIGNMENT AND CONVEYANCE (this "Bill of Sale") is made and effective as of this [] day of [], [] ("Effective Date"), from [Franchisee] ("Seller") to _____ ("Buyer"). Seller and Buyer are referred to as a "Party" or as the "Parties". All terms having their first letter capitalized and not otherwise defined shall have the meanings in the Franchise Agreement, entered into as of [Date] (as amended), between Buyer and Seller (the "Franchise Agreement").

WHEREAS, Buyer desires to purchase the Territory Assets from Seller for the consideration set forth herein;

NOW, THEREFORE, the Parties agree as follows:

1. Sale and Transfer of Territory Assets. Seller represents and warrants to Buyer as of the Effective Date Seller owns all rights, properties, interests in properties and assets constituting the Territory Assets, free and clear of all liens, claims and encumbrances. As of the Effective Date, Seller sells, transfers, assigns, conveys, grants and delivers to Buyer all of such Seller's right, title and interest in and to the Territory Assets free and clear of all liens, claims and encumbrances.
2. Purchase Price. Seller sells and Buyer purchases the Territory Assets on the Effective Date for the Repurchase Price, and for other good and valuable consideration the receipt, adequacy and legal sufficiency of which are hereby acknowledged.
3. Binding Effect; Assignment. This Bill of Sale and all its provisions shall bind and benefit the Parties and their respective successors and permitted assigns.
4. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be an original, and all of which together shall comprise one and the same instrument.
5. Entire Agreement. This Bill of Sale, together with any Exhibit, constitutes the entire agreement with respect to the matters set forth in this Bill of Sale and supersedes any prior understanding or agreement, oral or written, with respect to such matters.
6. Applicable Law. All matters arising out of or relating to this Bill of Sale and its Exhibit, the relationship between the Parties pertaining to this Bill of Sale, and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement, and any disputes or controversies arising therefrom shall be governed and construed in accordance with the internal laws of the State of California (without giving effect to any conflict of law provision or rule (whether of California or other jurisdiction) that would cause the application of laws of any other jurisdiction).
7. Further Assurances. Each of the Parties agrees to execute such further papers, agreements, documents, instruments, and the like as may be necessary or desirable to affect the purpose of the Agreement and to carry out its provisions.

8. Amendments. No amendment of any provision of this Bill of Sale shall be valid unless the same shall be in writing and signed by Seller and Buyer.

Executed as of the date first written above.

SELLER:

[_____]

By: _____

Name: _____

Title: _____

BUYER:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT D

**EMPLOYEE NON-COMPETITION AND
NON-DISCLOSURE AGREEMENT**

EMPLOYEE NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

This Agreement is made on _____, 202__, by and between Purchase Green Franchising, LLC (“Company”), with its address at 2701 Kimball Ave., Pomona, CA 91767, _____, a franchisee of the Company, with its principal place of business at (“Employer”), and residing at _____ (“Employee”).

The Company sells franchises for operation of businesses known as “Purchase Green®.” The franchises provide the public with artificial turf and accessories.

The Company expended time, effort and expense to acquire knowledge and experience its business. Company developed a system for providing the artificial turf and accessory products and related services. The system is operated according to confidential and proprietary procedures which include: methods of doing business, methods of obtaining, advertising, marketing, presenting and providing merchandise and services, distinctive trade name and logo, equipment requirements, ad campaigns and materials, and other items used in operating procedures and business techniques, including procedures and instructions in Company’s Operating Manual, software, financial data, instructional materials and training programs, research and development, product and service development plans and various intellectual property (collectively, “Confidential Information”).

In employment with Employer, Employee has been or will be exposed to and become familiar with various aspects of concepts, designs, procedures, processes and other Confidential Information proprietary to Company and Employer. Company and Employer want to be assured by Employee that any such information gained in employment will be regarded as proprietary information and will not be disclosed to any third parties during or after employment, and that Employee will not compete with Employer, Company or its affiliates.

In consideration of [continued] employment of Employee by Employer, [continued] compensation of Employee by Employer during the duration of employment, [continued] use and enjoyment by Employee of Employer’s facilities and equipment, [ongoing] disclosure to Employee of Employer’s confidential and proprietary information, [continued] opportunity for Employee to serve Employer’s clients and customers, and the mutual covenants contained herein, the parties agree:

1. Confidentiality. Employee acknowledges and agrees that in the course of employment, Employee will have access to Confidential Information not generally known to the public relating to the services, sales or business of Employer and Company. Employee acknowledges and agrees that this Confidential Information constitutes valuable, special and unique assets of Employer and Company, access to and knowledge of which are essential to performance of Employee’s duties. Employee acknowledges and agrees that all such Confidential Information including, without limitation that which Employee conceives or develops, either alone or with others, at any time during employment by Employer, is and shall remain Company’s exclusive property.

2. Non-disclosure. Employee agrees that, except as directed by Employer or Company, Employee will not at any time, whether during or after employment with Employer, use or disclose to any person for any purpose any Confidential Information, or permit any person to use, examine and/or make copies of any documents, files, data or other information sources which contain or are derived from Confidential Information, whether prepared by Employee or otherwise coming into the Employee’s possession or control, without Company’s prior written permission.

3. Company Materials. Employee will safeguard and return to Employer upon termination of employment with Employer, or sooner if Employer requests, all documents and property in Employee's care, custody or control relating to employment or Employer's or Company's business, including, without limitation, any documents that contain the Confidential Information.

4. Other Employment While Employed by Employer. While employed by Employer, Employee shall not do work that competes with or relates to any of Employer's or Company's products or activities without first obtaining Employer's written permission. Any business opportunities related to Employer's or Company's business that Employee learns of or obtains while employed by Employer (whether or not during working hours) shall belong to Employer.

5. Saving Provision. The parties agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph, including the scope of the restricted activities described therein and the duration and geographic extent of such restrictions, are fair and reasonably necessary for the protection of Confidential Information, goodwill, and other protectable interests, in light of all of the facts and circumstances of the relationship between the Company, Employee and Employer. In the event a court of competent jurisdiction should decline to enforce any provision of the preceding paragraph, such paragraph shall be deemed to be modified to restrict Employee's competition to the maximum extent, in both time and geography, which the court shall find enforceable.

6. No Guarantee of Employment. This Agreement does not guarantee continued employment. Employee's employment is terminable at any time by Employer or Employee, with or without cause or prior notice, unless otherwise provided in a written employment agreement.

7. No Conflicting Agreements. Employee represents and warrants that Employee is not a party to any agreements, such as confidentiality or non-competition agreements, that limit Employee's ability to perform his or her duties for Employer.

8. Injunctive Relief. Employee acknowledges that disclosure of any Confidential Information or breach or threatened breach of any of the non-competition and non-disclosure covenants or other agreements contained herein would give rise to irreparable injury to Employer or the Company, which injury would be inadequately compensable in money damages. Accordingly, Employer or the Company, at its sole discretion, may seek and obtain injunctive relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which may be available. Employee further acknowledges, agrees and stipulates that, in the event of the termination of employment with the Employer, the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different and non-competing nature with his or her activities as an employee of Employer; and that the enforcement of a remedy hereunder by way of injunction will not prevent the Employee from earning a reasonable livelihood. Employee further acknowledges and agrees that the covenants contained herein are necessary to protect the legitimate business interests of Employer and the Company and are reasonable in scope and content.

9. Enforcement. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action against the Company, Employer by Employee, whether predicated on this Agreement or otherwise.

10. Governing Law. The Agreement shall be construed in accordance with the internal laws of the State of California. The parties agree to personal jurisdiction in the County of Flathead, State of California. Employee's obligations under this Agreement supplement and do not supersede the obligations imposed on Employee by applicable law.

11. Legal Expense. In any suit, proceeding or action to enforce any provision of this Agreement or for adjudication of the rights of Company, Employer or Employee, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs and expenses incurred in the suit, proceeding or action.

12. Waiver. Waiver of a breach of any provision of this Agreement or of failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by any party.

Date: _____, 202__.

EMPLOYEE:

Name: _____

EMPLOYER:

By: _____
Its: _____

COMPANY:

Purchase Green Franchising, LLC
By: _____
Its: _____

EXHIBIT E

TELEPHONE NUMBER ASSIGNMENT
AGREEMENT AND POWER OF ATTORNEY

PHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

The undersigned ("Franchisee") irrevocably assigns the telephone listing and numbers stated below and any successor, changed or replacement number or numbers effective on the date of termination or expiration without renewal of the Franchise Agreement described below to Purchase Green Franchising, LLC., on the following terms:

1. This assignment is made under the terms of the Franchise Agreement dated _____ authorizing Franchisee to do business as "PURCHASE GREEN" (the "Franchise Agreement") between Purchase Green Franchising, LLC ("PGF") and Franchisee, which in part pertains to the telephone listing and numbers Franchisee uses in operating the franchised business.

2. Franchisee retains the right to use the telephone listing and numbers for transactions and advertising under the Franchise Agreement while the Franchise Agreement remains in full force, but on termination or expiration without renewal of the Franchise Agreement, the right of use of the telephone listing and numbers terminates. In this event, Franchisee agrees to immediately stop using the listings and numbers. Franchisee will immediately sign all documents, pay all monies, and take all other action necessary to transfer the listings and numbers to PGF.

3. The telephone numbers and affiliated listings subject to this assignment are: _____ and all numbers Franchisee uses in the franchised business in the future.

4. Franchisee shall pay all amounts owed for the use of the telephone numbers and affiliated listings. On termination or expiration without renewal of the Franchise Agreement, Franchisee shall immediately pay all amounts owed for the listings and telephone numbers, including all sums owed under existing contracts for telephone directory advertising.

5. Franchisee appoints PGF as Franchisee's attorney-in-fact to act in Franchisee's place for the purpose of assigning any telephone number covered by this instrument to PGF or PGF's designees or transferees. Franchisee grants PGF authority to act in any manner proper or necessary to the exercise of these powers, including full power of substitution and signing or completion of all documents required or requested by any telephone company to transfer the numbers, and ratifies every act that PGF lawfully performs in exercising those powers.

This power of attorney is effective for one (1) year from the date of expiration, cancellation or termination of Franchisee's rights under the Franchise Agreement for any reason.

Franchisee intends that this power of attorney be coupled with an interest. Franchisee agrees this power of attorney is irrevocable and renounces all right to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney is not affected by Franchisee's later incapacity. This power is created to secure performance of a duty to PGF and is for consideration.

Signed on _____, 202_____
(NAME OF FRANCHISEE)

By: _____
Print Name: _____
Title: _____

EXHIBIT F
GUARANTY

GUARANTY

In consideration of, and as inducement to, the execution of that certain Franchise Agreement, and any revisions, modifications and amendments (collectively, the “Agreement”) dated_____, 202__, by and between Purchase Green Franchising, LLC, a Delaware limited liability company (“PGF”), and _____ (“Franchisee”), each of the undersigned Guarantors agrees as follows:

1. Guarantors jointly and severally unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Agreement, including, without limitation, the complete and prompt payment of all indebtedness to PGF under the Agreement. The word “indebtedness” is used herein in its most comprehensive sense and includes, without limitation, any and all advances, debts, obligations and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of Guarantors are independent of the obligations of the Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action.

3. If Franchisee is a corporation, partnership or limited liability company, PGF shall not be obligated to inquire into the power or authority of Franchisee or its partners or the officers, directors, agents, members or managers acting or purporting to act on Franchisee’s behalf and any obligation or indebtedness made or created in reliance on the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantors are corporations or partnerships, it shall be conclusively presumed that the Guarantors and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporations or partnerships.

4. PGF, its successors and assigns, may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

5. The undersigned waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of existence or creation of any liabilities under the Agreement

and of the amount and terms thereof; and notice of all breaches, disputes or controversies between the Franchisee and PGF resulting from the Agreement or otherwise, and of settlement, compromise or adjustment.

6. This Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantors and the death of any Guarantor shall not terminate the liability Guarantor or limit the liability of the other Guarantors hereunder.

7. If more than one person executed this Guaranty, the term “undersigned” herein shall refer to each such person, and the liability of each of the undersigned shall be joint and several and primary as sureties.

8. In each case where the spouse of a Franchisee executed any documents in connection with the granting of the Agreement, and the Franchisee divorces from the spouse, then, in the event the Franchisee remarries, the new spouse of the Franchisee must execute, and agree to be bound by the provisions of, each of the documents previously executed by the original spouse.

Executed on _____, 202__.

Signature

Signature of Spouse (if married)

Printed Name

Printed Name

Home Address

Home Address

Home Telephone

Home Telephone

Business Telephone

Business Telephone

Date

Date

EXHIBIT G

TABLE OF CONTENTS OF OPERATING
MANUAL

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EXHIBIT H
STATE ADDENDA

CALIFORNIA
ADDENDUM TO DISCLOSURE DOCUMENT

The Disclosure Document is amended as follows:

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection & Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF ANY AGREEMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT FINANCIAL PROTECTION & INNOVATION (“DEPARTMENT”) AT WWW.DFPI.CA.GOV.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION & INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

1. The following language is added to the end of Item 3 of the Disclosure Document:

“Neither we nor any person identified in Item 2, or an affiliate or franchise broker offering franchises under our principal trademark is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.”

2. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

“Notwithstanding any provision of the Franchise Agreement that requires you to sign a general release of claims if you renew or transfer your franchise, California Corporations Code Section 31512 voids any waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516), and California Business and Professions Code Section 20010 voids any waiver of your rights under the Franchise Relations Act (California Business and Professions Code Sections 20000 through 20043).

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-

renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

The highest interest rate allowed by law in California is 10% annually.

The Franchise Agreement contains provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

3. Before we can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires us to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, we must provide you with that disclosure document with an explanation that the changes are voluntary.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT I

SBA ADDENDUM TO FRANCHISE
AGREEMENT



ADDENDUM TO FRANCHISE

¹ AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Franchisor"), located at _____, and _____ ("Franchisee"), located at _____.

Franchisor _____ and Franchisee _____ entered into a Franchise _____ Agreement on _____, 20____, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee _____ is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise _____ Agreement:

CHANGE OF OWNERSHIP

- If Franchisee _____ is proposing to transfer a partial interest in Franchisee _____ and Franchisor _____ has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor _____ may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee _____. If the Franchisor _____'s consent is required for any transfer (full or partial), Franchisor _____ will not unreasonably withhold such consent. In the event of an approved transfer of the (Enter type of) _____ interest or any portion thereof, the transferor will not be liable for the actions of the transferee Franchisee _____.

FORCED SALE OF ASSETS

- If Franchisor _____ has the option to purchase the business personal assets upon default or termination of the Franchise _____ Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee _____ owns the real estate where the franchisee _____ location is operating, Franchisee _____ will not be required to sell the real estate upon default or termination, but Franchisee _____ may be required to lease the real estate for the remainder of the (enter type of) _____ term (excluding additional renewals) for fair market value.

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Franchisee owns the real estate where the franchisee location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title: _____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the (type of agreement) system must meet all SBA eligibility requirements.

EXHIBIT J

STATE AGENTS FOR SERVICE OF PROCESS
AND STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection And Innovation 320 West 4 th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677	California, Commissioner of DFPI 320 West 4 th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities, Department of Commerce & Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section 525 West Ottawa G. Mennen Williams Building, 1 st Floor Lansing, Michigan 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, Michigan 48909 (517) 241-6345
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEBRASKA	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2723 (402) 471-2171	Nebraska Department of Banking and Finance Bureau off Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2723 (402) 471-2171

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, New York 10005 (212) 416-8222 (Phone) (212) 416-6042 (Fax)	New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, New York 12231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Securities Division State of Rhode Island Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582	Director, Securities Division Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, First Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Franchise Registration Division of Securities Wisconsin Department of Financial Institutions 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064

EXHIBIT K

LIST OF FRANCHISEES AND TERRITORY
HOLDERS

**LIST OF CURRENT FRANCHISEES
DECEMBER 31, 2022**

Owner(s)	Address	City	State	Zip	Phone
Purchase Green Fresno, Inc., Contact: Prem Penglin	5425 E. Home Ave, Suite 109	Fresno	CA	93727	(559) 206-9002
Purchase Green Monterey, Contact: Eric Kristoffersen	1319 Burton Ave.	Salinas	CA	93901	(831) 706-2674
RJR Enterprises LLC dba Purchase Green SoCO, Contact: Jim Gosselin	3194 Industrial Way, Unit K	Castle Rock	CO	80109	(303) 747-6859
Purchase Green Colorado Springs, Contact: Jim Gosselin	3372 Adobe Court, Suites 100 and 105	Colorado Springs	CO	80907	(719) 496-2192
Purchase Green Atlanta North, Contact: Dakota Harp	1005 Union Center Drive, Suite A	Alpharetta	GA	30004	678-212-1625
Purchase Green West Michigan, Contact: Bobby Roush	5960 Alden Nash Avenue Suite E	Lowell	MI	49331	616-200-7407
Purchase Green West St. Louis, Contact: Alex Wilson	1620 Headland Dr., Suite A	Fenton	MO	63026	636-263-7477
GW Purchase Green of Ohio, LLC dba Purchase Green Cleveland, Contact: Tony Nasrallah	875 Crocker Rd., Ste. 2	Westlake	OH	44145	(440) 638-1266
AKM Turf and Greens, LLC dba Purchase Green North Dallas, Contact: Alex Carpenter	413 Power House Street	McKinney	TX	75071	(469) 399-5300
Purchase Green Austin, Contact: Satveer Singh	9232 Research Blvd.	Austin	TX	78758	(512) 351-7655
Purchase Green San Antonio, Contact: Satveer Singh	6900 Alamo Downs Parkway, Suite 132	San Antonio	TX	78238	(210) 899-3284
Purchase Green West El Paso, Contact: Jocelyne Trejo	4621 Ripley Dr., Suite A	El Paso	TX	79922	915-308-0897

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

**LIST OF FRANCHISEES WHO SIGNED AGREEMENTS BUT THE
LOCATIONS ARE NOT YET OPEN
DECEMBER 31, 2022**

Owner(s)	Address	City	State	Zip	Phone
Purchase Green of Utah County, Contact: Parker Duvall	1922 North 200 East	Spanish Fork	UT	84660	(801)851-1415

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

**OUTLETS THAT WERE TERMINATED, NOT RENEWED
OR CEASED OPERATIONS FOR OTHER REASONS
DECEMBER 31, 2022**

None.

**PATH TO PROSPERITY, LLC LOCATIONS
DECEMBER 31, 2022**

State	Address	City	Zip Code
AZ	2140 S 7th Ave., Suite 100	Phoenix	85007
CA	4650 Calle Quetzal	Camarillo	93012
CA	20928 Osborne Street, Unit A, B, C,	Canoga Park	91304
CA	715 Arrow Grand Circle	Covina	91722
CA	25807 Jefferson Ave., Suite 120	Murrieta	92562
CA	2419 Mercantile Dr., Suite A	Rancho Cordova	95742
CA	5160 Mercury Point Suite A	San Diego	92111
CA	1934 Junction Avenue	San Jose	95131
CA	445 Enterprise Street	San Marcos	92078
CA	879 F Street, Ste. 120	West Sacramento	95605
CO (1)	2300 E 77th Ave., Building A, Unit 400	Denver	80229
FL	3330 Vineland Drive, Suite A	Orlando	32811
NV	4310 Losee Rd Suite 1	North Las Vegas	89030
NM	5821 Midway Park Blvd. NE Suite E	Albuquerque	87109
TX	13908 Distribution Way	Farmers Branch	75234
TX	6600 Long Point Road Suite 130	Houston	77055
TX	9705 Port Erroll Drive	Houston	77095
TX	5905 Eden Dr.	Haltom City	76117
UT	3696 West 900 South Unit F	Salt Lake City	84104
	<i>Distribution Center and Support Office</i>		
CA	2701 Kimball Ave. (1)	Pomona	91767
	<i>Manufacturing and Support Office</i>		
China	Office 8020 A, Fuhua Hongyan Mansion, Hongyan South 1 st Rd, Chaoyang District (2)	Beijing	100122

(1) Moved location from 1889 W. 52nd Avenue, Wheat Ridge, CO to 2300 E. 77th Ave., Building A, Unit 400, Denver, CO

**TERRITORY HOLDERS LOCATIONS
DECEMBER 31, 2022**

Location	Corp. Entity	Owners
135 Mason Circle, Suite A, Concord, CA 94520 925-603-3932	Purchase Green East Bay, LLC	Satveer Singh
3100 Lakeville Highway, Suite A Petaluma, CA 94954 (707) 948-6658	Purchase Green East Bay, LLC	Satveer Singh
15255 Inheritance Way Manteca, CA 95336 (209)425-1114	Santini Landscape (Sole Proprietor)	Marty Santini

Location	Corp. Entity	Owners
3982 Cerritos Ave. Los Alamitos, CA 90720 (562) 344-6143	Barefoot Dog, Inc.	Raymonda Houshan, Issam Houshan, Christopher Houshan
78005 Wildcat Drive, Suite 106 Palm Desert, CA 92211 (760) 814-1902	Gerald Borchert (Sole Proprietor)	Gerald Borchert
21800 Barton Rd, Unit 112 Grand Terrace, CA 92313 (909) 654-7979	Jake Vieth & Ralph Tafoya (Partnership)	Jake Vieth & Ralph Tafoya
26941 Cabot Rd, Unit 108, Laguna Hills, CA 92653 (949) 427-1630 (1)	Elite Conservation, LLC	Jake Vieth & Ralph Tafoya
3015 Coffey Lane, Unit B Santa Rosa, CA 95403	Purchase Green East Bay, LLC	Satveer Singh
2700 E. Patrick Lane, Unit 4 Las Vegas, NV 89120 (702) 997-6119	Compound Effect, LLC	Aaron Santisteven, Robert Perez, Richard Santistevan

(1) Moved location from 27324 Camino Capistrano Unit 141-142, Laguna Niguel, CA to 26941 Cabot Rd., Unit 108, Laguna Hills, CA

**FRANCHISED OUTLETS THAT WERE TERMINATED, NOT RENEWED
OR CEASED OPERATIONS FOR OTHER REASONS
DECEMBER 31, 2022**

None.

**TERRITORY HOLDER LOCATIONS THAT WERE TERMINATED, NOT RENEWED
OR CEASED OPERATIONS FOR OTHER REASONS
DECEMBER 31, 2022**

1100 Garden Highway, Suite 900 Yuba City, CA 95991 (530) 763-2979 (1)	Triumph Turf Corp	Shawn Deitzel
25807 Jefferson Avenue, Suite 120 Murrieta, CA 92562 (951) 290-7526 (2)	VT Select Inc.	Sean Trichter / Mike Vena

- (1) Territory holder agreement terminated. Customer converted to a stocking dealer.
(2) Territory holder agreement terminated. Outlet purchased by PTP and is currently operated by PTP.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin. We are not currently registered to offer or sell franchises in any of these states.

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

State	Effective Date
California	July 6, 2023, amended ____, 2023

EXHIBIT L
RECEIPTS

RECEIPT
(Franchisee's Copy)

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 Purchase Green Franchising, 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.

Michigan requires that we give you this Disclosure Document at the earlier of 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

New York requires you to receive this 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 Purchase Green Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit "J" above.

The name, principal business address and phone number of the franchise sellers offering this franchise is: Joshua Turcotte, Purchase Green Franchising, LLC, 1925 Wright Avenue, Suite A & B, La Verne, CA 91750, (909) 321-2969. Any additional representative of Purchase Green Franchising, LLC acting as franchise seller to be identified here:

_____.

This Disclosure Document is issued: April 17, 2023, as amended August 31, 2023.

I received a disclosure document April 17, 2023, as amended, August 31, 2023, that included the following Exhibits:

- | | |
|---|--|
| A. Financial Statements | G. Operations Manual and Training Manual |
| B. Franchise Agreement | Table of Contents |
| C. Bill of Sale, General Assignment and
Conveyance | H. State Addenda |
| D. Employee Non-Competition and Non-
Disclosure Agreement | I. SBA Addendum to Franchise Agreement |
| E. Telephone Number Assignment Agreement
and Power of Attorney | J. State Agents for Service of Process and
State Administrators |
| F. Guaranty | K. List of Franchisees and Territory Holders |
| | L. Receipts |

DATED: _____

SIGNED: _____, individually or as an officer, partner or _____

(a _____ corporation)
(a _____ partnership)
(a _____ limited liability company)

NAME: _____

ADDRESS: _____

PHONE: _____

Please return this Receipt to:

PURCHASE GREEN
FRANCHISING, LLC

Attn: Joshua Turcotte
1925 Wright Avenue, Suite A & B,
La Verne, CA 91750

RECEIPT
(Franchisor's Copy)

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 Purchase Green Franchising, 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.

Michigan requires that we give you this Disclosure Document at the earlier of 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

New York requires you to receive this 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 Purchase Green Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit "J" above.

The name, principal business address and phone number of the franchise seller offering this franchise is: Joshua Turcotte, Purchase Green Franchising, LLC, 1925 Wright Avenue, La Verne, CA 91750, (909) 321-2969. Any additional representative of Purchase Green Franchising, LLC acting as franchise seller to be identified here: _____.

This Disclosure Document is issued: April 17, 2023, as amended August 31, 2023.

I received a disclosure document dated April 17, 2023, as amended August 31, 2023, that included the following Exhibits:

- | | |
|--|---|
| A. Financial Statements | G. Operations Manual and Training Manual |
| B. Franchise Agreement | Table of Contents |
| C. Bill of Sale, General Assignment and Conveyance | H. State Addenda |
| D. Employee Non-Competition and Non-Disclosure Agreement | I. SBA Addendum to Franchise Agreement |
| E. Telephone Number Assignment | J. State Agents for Service of Process and State Administrators |
| F. Agreement and Power of Attorney | K. List of Franchisees and Territory Holders |
| G. Guaranty | L. Receipts |

DATED: _____

SIGNED: _____, individually or as an officer, partner or _____

(a _____ corporation)
(a _____ partnership)
(a _____ limited liability company)

NAME: _____

ADDRESS: _____

PHONE: _____

Please return this Receipt to:

PURCHASE GREEN

FRANCHISING, LLC

Attn: Joshua Turcotte

1925 Wright Avenue, Suite A & B,
La Verne, CA 91750