

FRANCHISE DISCLOSURE DOCUMENT



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A Pure Green Area Representative Franchised Business recruits and supports Pure Green area developer and unit Franchised Businesses, which offer core products including handcrafted and made-to-order smoothies, handcrafted and made-to-order acai and pitaya bowls, cold-pressed juice, and cold-pressed shots. The additional product includes some third-party snacks, oatmeal bowls, and third-party beverages.

The total investment necessary to begin operation of a Pure Green Area Representative Franchised Business is \$98,800 to \$327,900. This includes \$25,000 that must be paid to the franchisor and its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ross Franklin at 60 East 42nd Street Suite 4700, New York, NY 10165, and 917 287 5646.

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

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

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

ISSUANCE DATE: May 3, 2021

STATE COVER PAGE

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or EXHIBIT G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or EXHIBIT I 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 Pure 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 Pure Green Franchise Corp franchisee?	Item 20 or EXHIBIT G and EXHIBIT H 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 F.

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New York. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New York than in your own state.
2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
3. **Early Stage of Development.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Supplier Control.** You must purchase all or nearly all of the inventory & supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor 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 franchised business

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

The Franchisor.

To simplify the language in this disclosure document, “Pure Green,” “we,” or “us” means Pure Green Franchise Corp, the franchisor. “You” means the business entity that buys the franchise and includes each partner, shareholder, member, or another owner of that entity. Pure Green Franchise Corp is a New York Corporation formed on August 19, 2019. Our principal office is located at 60 East 42nd Street Suite 4700, New York, NY 10165. Our agents for service are listed in Exhibit H.

Predecessors, Parents, and Affiliates.

We do not have any parents. We do not have and have not had any predecessors in the past 10 years.

Our affiliate, Pure Green Wholesale LLC, offered Pure Green licenses from 2016 to December of 2019. As of December 31, 2019, there were 2 unit Pure Green licensees offering the same or similar goods and services as Pure Green unit franchises. Pure Green Wholesale LLC no longer offers Pure Green licenses.

Our affiliates, Pure Green NYC 8th Street Corp, Pure Green NYC Boerum Place Corp, Pure Green NYC 45th Street Corp, and Pure Green NYC 62nd Street Corp, Pure Green NYC 10th Street Corp since 2015, 2016, 2017, and 2018 respectively, have operated businesses like the Pure Green franchises being offered in this disclosure document.

Our Other Business Activities.

We are the non-exclusive supplier of logo apparel and paper goods to Pure Green franchisees. We are and have offered Pure Green unit franchises and area development opportunities since September 4, 2019, via separate franchise disclosure document. As of December 31, 2020, there was 1 Pure Green unit franchises and area developers. We do not offer franchises in any other line of business.

Our Business and the Franchise Offered.

We do business under the name Pure Green and no other names. Pure Green businesses specialize in offering core products including handcrafted and made-to-order smoothies, handcrafted and made-to-order acai and pitaya bowls, cold-pressed juice, and cold-pressed shots. The additional product includes some third-party snacks, oatmeal bowls, and third-party beverages. As an Area Representative Franchised Business, you will recruit, train, and support Pure Green unit Franchised Businesses. We offer the franchise under the form of an area representative agreement attached to this disclosure document (the “Area representative agreement”). Pure Green’s franchised businesses must provide all Pure Green products and services unless we consent in writing.

You will sign our then-current form of Area Representative Agreement for each Pure Green Franchised Business to be opened under the Area Representative Agreement. As an Area Representative, you must have at least one unit Pure Green Franchised Business in operation. Unit Pure Green franchises are offered in a separate franchise disclosure document.

We may continue to develop new products and services, but we are not obligated to do so. If we do develop new products or services, we may offer you the opportunity to provide such products but are not required to offer such an opportunity, and if we do, we may require you to take additional training, pay additional fees, and sign additional agreements or other requirements. Our franchises use specialized business formats and systems, called the "System," which we have the right to modify. Our franchises use certain service marks and other commercial symbols of ours called the "Marks."

You have no obligation, nor any right, to open any additional Pure Green Franchised Business.

Industry-Specific Regulations.

In addition to laws governing business generally, such as the Americans with Disabilities Act, Federal Wage, and Hour Laws, and the Occupation, Health and Safety Act, your Pure Green Franchised Business will be subject to and have to comply with federal and state franchise disclosure, relationship, advertising, and broker relationship laws. Some states require an effective registration of the unit FDD for the area representative to offer unit franchises in registration states. In addition, some states require advertisements to be filed with the appropriate state agencies prior to use, and area representatives may need to be registered as franchise brokers or franchise sales agents in applicable states.

There may also be state and local statutes, regulations, laws, licensure requirements, and ordinances specific to your state or local area. You are responsible for investigating and complying with all laws affecting your Franchised Business.

General Description of the Market and Competition.

The franchising market is very competitive, with competition from the national franchise brand offering the same and different business concepts. The target for Pure Green Area Representative recruitment are existing core products, including handcrafted and made-to-order smoothies, handcrafted and made-to-order acai and pitaya bowls, cold-pressed juice, and cold-pressed shots. The additional product includes some third-party snacks, oatmeal bowls, and third-party beverages business owners and other individuals or business entities that wish for new business opportunities or business ownership. The franchise industry is not seasonal.

Prior Business Experience.

We began offering Area Representative Franchised Business as of April 24, 2020.

ITEM 2 BUSINESS EXPERIENCE LITIGATION

Ross Franklin, CEO

Mr. Franklin is and has been our and our affiliate, Pure Green Wholesale LLC's CEO, since our inception in August of 2019 and December of 2016, respectively. Prior, Mr. Franklin was CEO with RF Consulting with an address of 60 East 42nd Street Suite 4700, New York, NY 10165, from January of 2008 to December of 2016.

Michael Cecchini, Director of Operations

Mr. Cecchini is and has been our and our affiliate, Pure Green Wholesale LLC's Director of Operations, since our inception in August of 2019 and December of 2016, respectively. Prior, Mr. Cecchini was Head Acrobatic Rigger with Broadway Revival (Broadway Musical) in the position of Head Acrobatic Rigger & Assistant Carpenter from April of 2013 to January of 2015.

Sam Florens, Franchise Operations Manager

Mr. Floren has been our Franchise Operations Manager since April of 2020. From January of 2008 to January of the 2019, Mr. Floren was COO with Luxury Wood, LLC located at 4667 NW 103rd Ave, Sunrise, 33351.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Area Representative Fee.

You must pay an initial Area Representative fee of \$25,000. The initial Area Representative fee is uniform for all franchises currently being offered. The initial franchise fee becomes part of our general funds with no limit on its use. You must pay the initial franchise fee in full when you sign the area representative agreement. The initial franchise fee is considered fully earned and non-refundable upon payment.

We reserve the option to discount initial fees, discontinue discount(s) offers at any time, or offer new discounts in the future.

The initial fees are not refundable under any circumstances. Except as explained above or as listed above, initial fees are uniformly calculated for all Franchised Businesses currently being offered.

ITEM 6 OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Additional Training and Meeting Fees	Reasonable fees set by us at our option that, based on current estimates, should range from \$0 to \$250 per day	Upon your registration for program or meeting	Applies to additional training we may offer beyond the initial training provided.
Transfer Fee	\$5,000	Prior to the transfer of the franchise	A transfer includes any sale, assignment, conveyance, giving away, pledging, mortgaging, or otherwise encumbering any interest in ownership in the Franchised Business assets outside of the normal course of business or ownership rights.
Renewal Franchise Fee	\$2,500	At least 9 months before the expiration of the franchise	The Renewal Franchise is subject to conditions listed in the Area representative agreement.
The right of First Refusal Fee	50% of the then-current initial franchise fee for new franchisees	At the time you purchase a right of first refusal	We may grant you a right of first refusal to purchase another franchise if you demonstrate a high level of competence in operating your franchise and possess adequate financial resources

Name of Fee	Amount	Due Date	Remarks
			to operate multiple locations. See Item 12 for a more detailed explanation of the right of first refusal.
Supplier Approval	Cost to inspection, reinspect, review, and approve a suppliers.	Upon demand	If you desire to purchase any items from an unapproved supplier, you or the supplier must pay our costs to inspection, reinspect, review, and approve the suppliers.
Cost of Enforcement	Cost including attorney fees	Upon demand	You must reimburse us for all costs to enforce obligations under the Area representative agreement if we prevail.
Indemnification	Cost including attorney fees	Upon demand	You must defend suits at your cost and hold us harmless against suits involving damages resulting from your operation of the franchised business.

All fees are nonrefundable and uniformly imposed on all new franchisees.

Notes:

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee	\$25,000		Lump-Sum	Upon Signing the Area representative agreement	Us
Real Estate/Rent ¹	\$1,500	\$12,000	As Incurred	Before Beginning Operations	Lessor
Utility Deposits ²	\$50	\$500	As Incurred	Before Beginning Operations	Utilities
Leasehold Improvements ³	\$30,000	\$175,000	As Incurred	Before Beginning Operations	Contractors, Suppliers
Furniture, Fixtures & Equipment ⁴	\$5,000	\$15,000	As Incurred	Before Beginning Operations	Suppliers
Insurance ⁵	\$100	\$400	As Incurred	Before Beginning Operations	Insurance Companies

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Signage ⁶	\$3,000	\$10,000	As Incurred	Before Beginning Operations	Suppliers
Office Equipment & Supplies ⁷	\$150	\$5,000	As Incurred	Before Beginning Operations	Suppliers
Pre-Opening Expenses ⁸	\$5,000	\$10,000	As Incurred	Before Beginning Operations	Suppliers
Computer Equipment (Hardware, Software, POS System, etc.) ⁹	\$1,000	\$2,000	As Incurred	Before Beginning Operations	Suppliers
Training ¹⁰	\$3,000	\$6,500	As Incurred	Before Beginning Operations	Airlines, Hotels, other Suppliers
Licenses & Permits ¹¹	\$500	\$4,000	As Incurred	Before Beginning Operations	Licensing Authorities
Legal & Accounting ¹²	\$1,000	\$5,000	As Incurred	Before Beginning Operations	Attorney, Accountant
Grand Opening ¹³	\$1,000	\$3,500	As Incurred	Before Beginning Operations	Suppliers, Media, Etc.

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Additional Funds – three months ¹⁴	\$22,500	\$54,000	As Incurred	As Necessary	Suppliers, Locations, Lessor, Etc.
TOTAL	\$98,800	\$327,900			

Notes:

¹ You must lease or otherwise secure a suitable facility for the operation of the franchise. Your Area Representative Franchised Business may operate within or out of your Unit Franchise Business. Alternatively, you may maintain a home office or rent an office space. The lower end reflects operation of you Area Representative Franchises Business from your unit Franchised Business or from a home office. The upper range reflects renting of an office space.

² If You are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas, and water. The amount of the deposit and whether the deposit is refundable will vary on the local utilities. You should contact your local utilities for more information. The lower end reflects operation of you Area Representative Franchises Business from your unit Franchised Business or from a home office. The upper range reflects renting of an office space.

³ To adapt to a facility for operation of your Franchise Business, it may need to be renovated. The lower end reflects operation of you Area Representative Franchises Business from your unit Franchised Business or from a home office, without renovation. The upper range reflects renting of an office space. The cost of the leasehold improvements will vary depending on factors, including size, condition and location of the premise, local wage rates and the cost of materials. The low estimate assumes that your landlord will provide a partial build-out allowance. The amounts you pay for the leasehold improvements are typically non-refundable. You should inquire about the refund policy of the contractor at or before the time of hiring.

⁴ You must purchase and/or lease and install furniture, fixtures and equipment and décor necessary to operate your Business from Us, Our affiliate, or an approved supplier. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers, and other related factors. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. The lower end reflects operation of you Area

Representative Franchises Business from your unit Franchised Business or from a home office, which is ready furnished. The upper range reflects renting of an office space.

⁵ You must purchase insurance in the following amounts and coverage: (a) Business Personal Property in the amount of \$250,000; (b) Comprehensive General liability in the amount of \$2,000,000 per occurrence & \$4,000,000 aggregate. If not available, \$1,000,000 per occurrence & \$2,000,000 aggregate with a \$2,000,000 umbrella. (includes products liability); (c) Comprehensive Crime and Blanket Employee Dishonesty Insurance (bonded). You also should maintain this insurance in an amount of not less than \$100,000; (d) Business Interruption Insurance in the amount of \$300,000 or 90 Days; (e) Umbrella Coverage in the amount of \$2,000,000; (f) Employment Practices Liability Insurance (EPLI) in the amount of \$1 million per occurrence and 2 million aggregate; (g) Crime/Employee Dishonesty Coverage \$1 million per occurrence and 2 million aggregate. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

The insurance will not be limited in any way because of any insurance We maintain. Maintenance of the required insurance will not diminish your liability to Us under the indemnities contained in the area representative agreement. The policy or policies will insure against Our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.

We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

Your insurance policies must insure Us, you, and Our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to your operation of your Business. Your policies of insurance will contain a separate endorsement naming Us and Our affiliates as additional named insureds. You are required to submit an insurance certificate to Our office on an annual basis.

⁶ This range includes the cost of all signage used in your Business. The signage requirements and costs will vary based upon the size and location of the Location, local zoning requirements, landlord requirements and local wage rates for installation. The lower end reflects operation of you Area Representative Franchises Business from your unit Franchised Business or from a home office. The upper range reflects renting of an office space. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase. We must approve all signage before you order it.

⁷ You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include market conditions, competition amongst suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the

items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

⁸ Included in this estimate are expenses related to pre-opening payroll, cleaning and preparation, telephone and other communication expenses, and electricity.

⁹ You must purchase the computer equipment, hardware, and software necessary for training and supporting franchise including Square POS with iPad, Square Stand, and chip card reader, Bev Spot Inventory Management, Blanket.app, 1Huddle, 7shift, and a laptop with a printer for delivery platforms. We do not know if the amounts you pay for the computer equipment may be refundable. The amounts you pay for computer equipment are typically non-refundable, or if refundable, may be subject to a “restocking” fee. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing. you must use the POS system that We designate.

¹⁰ The cost of initial training for you and Designated Manager is included in the Initial Franchise Fee. This amount reflects your travel and stay expenses during the training period. You must pay us additional tuition for additional trainees beyond you and your designee at Our then-current rate, which is currently \$250 per attendee per training, per person.

¹¹ State and local government agencies typically charge fees for occupancy permits, operating licenses, health department licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

¹² You will need to employ an attorney, an accountant, and other consultants to assist you in establishing your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants, and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant, or consultant at or before the time of hiring.

¹³ You must budget sufficiently for the grand opening activities for recruiting unit franchisees. We determined range amount based on our affiliates’ experience and on our assessment of your adverting costs in your area and the time of year that you are opening. You may choose to spend more. Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, your Location, and time of year. The amounts you spend for grand opening advertising are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

¹⁴ We recommend that you have a minimum amount of money available to cover operating expenses, including rent, utilities, food inventory, supplies, professional fees, and employees’ salaries for the first 3 months that your Business is open. These are only estimates based on Our affiliate’s experience in opening and operating a similar business. The predominant factors for calculating the 3-month estimate are amounts paid for employee wages and inventory. In compiling this chart, we relied on the Company’s history, knowledge, and experience in operating a similar Business. The amounts shown are estimates only and may vary for many

reasons, including the size and condition of your Location, the capabilities of your management team, and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise.

The total figure listed in the table above does not include compensation for your time or labor. Nor does the total figure take into account any finance charges, interest, debt service, or other costs which you may incur to finance all or any portion of your investment. In addition to the initial investment itemized in the table above, you must have additional monies available, whether in cash or through a line of credit, or have other assets that you can liquidate or against which you can borrow, to cover your personal living expenses and any operating losses sustained during the initial phase of your business. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer direct or indirect financing for any of your initial investment. All amounts paid to us are nonrefundable. Typically, amounts paid to third parties will not be refundable unless agreed.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Specifications

As an Area Representative, you may only offer and support unit franchises as we prescribe and as we develop or modify from time to time. Every detail of Pure Green unit Franchised Businesses is important, not only to your Franchised Business but also to the Franchisor and other Pure Green franchisees, in order to develop and maintain high and uniform operating standards, to increase the demand for the products and services offered by all franchisees, to establish and maintain a reputation for uniform, efficient, high-quality products and services, and to protect the goodwill of all Pure Green franchises. Uniform specifications, standards, operating procedures, and rules for the development and operation of the Pure Green Franchised Businesses (collectively referred to as System Standards) have been created. System Standards are described in the Unit Pure Green Manual and otherwise communicated to Pure Green franchisees. The Pure Green System is occasionally updated, supplemented, modified, and enhanced.

How We Issue and Modify Standards and Approvals of Suppliers and Products.

You shall purchase all supplies, equipment, marketing materials, and other products and materials required for the operation of your Franchised Business as we designate from time to time solely from vendors and suppliers who demonstrate to us continued reasonable satisfaction and ability to meet our then-current standards and specifications for such items; who possess adequate quality control and capacity to supply the franchisee's needs promptly and reliably; and who have been approved, in writing, by us and not thereafter disapproved. If you desire to purchase any items from an unapproved supplier, you or the supplier must submit to us a written request for such approval. We must be able to inspect the supplier's facilities or samples from the supplier that may be delivered, as we request, for testing, and the actual cost of the tests shall be paid by you or the supplier. We must have the option to re-inspect the

facilities and products of any such approved supplier and to revoke approval if the supplier fails to continue to meet any of Pure Green standards and specifications. We may charge a reasonable fee for inspection, review, and approval of suppliers. We may revoke supplier approval at any time for any reason upon notice to you. The criteria for approving suppliers are available to franchisees upon request.

Insurance.

You must obtain and provide us with evidence of insurance in at least the minimum amounts and with the coverages as follows: (a) Business Personal Property in the amount of \$250,000; (b) Comprehensive General liability in the amount of \$2,000,000 per occurrence & \$4,000,000 aggregate. If not available, \$1,000,000 per occurrence & \$2,000,000 aggregate with a \$2,000,000 umbrella. (includes products liability); (c) Comprehensive Crime and Blanket Employee Dishonesty Insurance (bonded). You also should maintain this insurance in an amount of not less than \$100,000; (d) Business Interruption Insurance in the amount of \$300,000 or 90 Days; (e) Umbrella Coverage in the amount of \$2,000,000; (f) Employment Practices Liability Insurance (EPLI) in the amount of \$1 million per occurrence and 2 million aggregate; (g) Crime/Employee Dishonesty Coverage \$1 million per occurrence and 2 million aggregate. The Franchisee shall maintain Workmen's Compensation, Unemployment Compensation, disability insurance, social security, and other similar types of insurance coverages in such amounts as may now or hereafter be required by any applicable law.

Evidence of this insurance must be initially provided at least 10 days before you begin construction of your Pure Green Franchise Business or beginning operation of your Pure Green Franchised Business, whichever is earlier. A certificate of renewal must be provided no later than 10 days before the expiration date of each policy. Each required policy of liability insurance must name us as an additional insured and must provide that we will be given at least 30 days' notice before cancellation, modification, or amendment of the policy.

Your insurance policies must ensure Us, You, and Our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death, or property damage that may accrue due to the operation of Your Business. Your policies of insurance will contain a separate endorsement naming Us and Our affiliates as additional named insureds. You are required to submit an insurance certificate to Our office on an annual basis.

Advertising.

All of your Pure Green advertising in any medium must be conducted in a dignified manner, be completely accurate and truthful, and conform to all applicable laws and regulations relating to consumer advertising, and state and federal franchise laws, and to Pure Green System Standards that may specify changes. Some states require advertisements to be filed with the appropriate state agencies prior to use. You must submit to us (by certified mail, return receipt requested, or by email), for our prior approval, samples of all advertising and promotional plans and materials (including, but not limited to, signs and vehicles), and all other materials displaying the Pure Green Marks that you desire to use. Unless you receive a written objection thereto from us within fifteen (15) days after the date we received such

plans and materials, we shall be deemed to have given the required approval. You shall display the Pure Green Marks in the manner prescribed by us on all signs and all other advertising and promotional materials used in connection with your Pure Green Franchised Business.

Computer System.

To aid with communication, support, and training of Pure Green unit franchisees, we currently require that you have and use all computer software and systems that are required of and used by Pure Green unit franchisees including Square POS with iPad, Square Stand, and chip card reader, Bev Spot Inventory Management, Blanket.app, 1Huddle, 7shifts and a laptop with a printer for delivery platforms. You must lease or purchase communication and information systems only from Pure Green suppliers. You may not install, or permit to be installed, any devices, software, or other programs not approved by Franchisor for use with the communication and information system. We may, from time to time, develop or authorize others to develop proprietary software programs for use in the Pure Green System, which you may be required to purchase or license, and use. You may be required to execute any license, sublicense, or maintenance agreement and pay any applicable fees, including maintenance, upgrade and support fees required by us or any other approved licensor or approved supplier of such proprietary software programs.

Except as disclosed above, neither we nor any of our affiliates are an approved supplier for any goods or services you will require for your franchised business. You may be required to acquire any other equipment, goods, or services from us or from designated sources. We reserve the right to designate new or different approved suppliers and rescind the approval status of any supplier in the future at our discretion, including the right to designate us or one of our affiliates as an approved supplier of any goods or services. We reserve the right to designate new or different approved suppliers and rescind the approval status of any supplier in the future at our discretion, including the right to designate us or one of our affiliates as an approved supplier of any goods or services.

We estimate that assuming the estimated minimum initial costs to begin operations and other financial obligations are within the ranges described in Item 7 of this disclosure document, the proportion of your purchases and leases of goods and services from approved suppliers or of products that meet our specifications to be approximately 80% to 90 of all the purchases and leases in establishing your Pure Green Franchised Business and approximately 80% to 90 of your ongoing costs of operating your Pure Green Franchised Business.

Pure Green Franchise Corp did not derive, and our affiliates did not derive any revenue from required purchases and leases to Pure Green franchisees or suppliers in the calendar year 2020. However, Franchisor reserves the right to derive revenues from you or vendors that provide services to Pure Green in the future.

No franchisor officer owns an interest in any supplier. Currently, there is no formal or mandatory purchasing or distribution cooperatives, but we reserve the right to institute them in the future. We have not negotiated any purchase arrangements with suppliers,

including for price or terms that the benefit of franchisees, but we may and reserve the right to negotiate purchase arrangements in the future.

We do not provide a material benefit to franchisees based on a franchisee’s purchases of particular products or services or the use of particular suppliers.

ITEM 9 FRANCHISEE’S OBLIGATIONS

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

The Section references are to those in the Area Representative Agreement unless otherwise noted.

Obligation	Section in Area Representative Agreement	Item in This Disclosure Document
a. Site Selection and Acquisition/Lease	Not Applicable	Item 11
b. Pre-Opening Purchases/Leases	Not Applicable	Items 7, 8 and 11
c. Site Development and Other Pre-Opening Requirements	Not Applicable	Items 7 and 11
d. Initial and Ongoing Training	§ 5	Items 7 and 11
e. Opening	§§ 6 and 5	Item 11
f. Fees	§§ 6 and 5;	Items 5, 6, 7, 8 and 11

Obligation	Section in Area Representative Agreement	Item in This Disclosure Document
g. Compliance With Standards and Policies/Operating Manual	§§ 4,6 and 10	Items 8 and 11
h. Trademark and Proprietary Information	§§ 9 and 11	Items 13 and 14
i. Restrictions On Products/Services Offered	§ 5	Items 8 and 16
j. Warranty and Customer Service Requirements	§ 5	Item 11
k. Territorial Development and Sales Quotas	§§ 2 and 5	Item 12
l. Ongoing Product/Service Purchases	Not Applicable	Items 8 and 11
m. Maintenance, Appearance and Remodeling Requirements	§ 4, 5 and 10	Item 8
n. Insurance	§ 5	Items 6 and 7
o. Advertising	§§ 9 and 12	Items 6, 7 and 11

Obligation	Section in Area Representative Agreement	Item in This Disclosure Document
p. Indemnification	§§ 4 and 5	Item 6
q. Owner Participation Management/Staffing	§§ 4 and 5	Item 15
r. Records/Reports	§§ 5	Item 6
s. Inspections/Audits	§ 4	Item 6
t. Transfer	§§ 7	Item 17
u. Renewal	§ 4	Item 17
v. Post-Termination Obligations	§§ 12	Item 17
w. Noncompetition Covenant	§§ 11	Item 17
x. Dispute Resolution	§ 11	Item 17
y. Other	Not Applicable	None

ITEM 10 FINANCING

We do not offer any other direct or indirect financing. 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.

Pre-Opening Obligations

1. Loan you a copy of Our confidential Unit Operating Manual (which has approximately 304 total number of pages, Exhibit J), and mandatory and suggested specifications, standards, operating procedures, and rules, in written and/or electronic form. There is not a separate Area Representative Operating Manual (Area Representative Agreement, Article 5, Exhibit J).
2. Conduct Our Initial Training Course for You and one other person in addition to Our Online Training Curriculum (Area Representative Agreement, Article 4).
3. We provide you with the standards, specifications, and a list of designated and approved suppliers for all the equipment, supplies, products, and other materials you will need to operate the franchised business (Area Representative Agreement, Article 5).
4. Approve the Location You propose for Your Business (Area Representative Agreement, Article 1).
5. Provide pricing for franchises (Area Representative Agreement Article 4).

After the Franchised Business Opens

6. Make available additional training programs as We deem appropriate (Area Representative Agreement, Article 4).
7. Provide and approve all advertising, promotional materials, and services used by You, including on any social media sites, as We deem appropriate and may modify from time to time (Area Representative Agreement, Article 4).
8. Periodically update the Unit Manual to ensure the Franchise System remains current and competitive (Area Representative Agreement, Article 5, and Exhibit J).
9. Provide You with basic accounting and business procedures (Area Representative Agreement, Article 4)

Advertising.

At your request, we will provide marketing consultation, general advertising strategy, promotional planning and budgeting, and market analysis of your Territory, as noted above. We are not required to conduct any advertising or provide any other marketing assistance. We do not guarantee the effectiveness or appropriateness of your market area or any of the ideas, materials, or assistance we may provide. We are not to spend any amount of money advertising in your area or Territory

Your Advertising.

You must conduct advertising, promotion, and public relations within the local area to be serviced by your Pure Green Franchised Business (Local Advertising) to recruit additional unit franchise owners into your area. You may use your own advertising materials, but we reserve the right to require you to first submit them to us for approval. You may not establish or maintain a domain name, an Internet web site, or a web page that relates to or advertises your Pure Green franchised business or displays the Marks, as we reserve the exclusive right to control any websites or web pages concerning Pure Green Franchised Businesses and the Marks. We have the right to use and have ownership of any Franchisee developed advertising.

Advertising Cooperatives and the National Marketing Fund.

You are not obligated to be a member or contribute to any Advertising Cooperatives or National Marketing fund.

Franchise Advisory Council.

We may establish a Franchise Advisory Council. The purpose of the Franchise Advisory Council is to facilitate communication between our franchisees and us, which will lead to mutual growth, development, and profitability of the entire Pure Green System. You shall participate, at your sole expense, in local, regional, and national franchisee advisory committees or councils if established or sanctioned by us. The Council serves in an advisory capacity only and does not have the authority to establish or modify our policies. We have the power to determine membership, the election of Council Officers, and change or dissolve the Franchise Advisory Council. We do not have the right to form, change, dissolve, or merge any advisory council.

Computer Requirements.

You must purchase the computer equipment, hardware, and software necessary for training and supporting franchise including Square POS with iPad, Square Stand, and chip card reader, Bev Spot Inventory Management, Blanket.app, 1Huddle, 7shifts and a laptop with a printer for delivery platforms. We estimate the current total computer investment requirements to be \$500. Under Section X(A) of the Area representative agreement, you are required to use the computer hardware and software that we designate. The current computer system requirements and recommendations are listed in our Unit Operating Manuals. For most of the components of your computer system, there are many brands of products on the market. In most cases, all components are readily available from a variety of sources. You will decide which brands of these components are best for your needs and budget but are urged to review your proposed equipment purchases with us before signing contracts.

You will use your computer system to maintain information about your customers, prepare proposals and invoices, maintain the financial records of the franchised business, access Internet sites, and communicate with prospective and current customers, suppliers, us, and others via e-mail. You must provide us with independent access to all of the information that will be generated and stored on your computer system if we request it, including the delivery of a backup of your database. There are no contractual limitations on our right to access the information. Neither we nor any of our software suppliers have any contractual

obligation to update or upgrade any of the required or recommended software. Each vendor may change and update their software as new technology becomes available. You may have to modify or replace your computer system to accommodate any such changes. You are contractually required to upgrade or update your computer system as we require during the term of the franchise. There is no specific contractual obligation limiting the frequency or cost of your obligation to acquire these software upgrades and/or updates or to modify your computer system or to replace obsolete equipment. We currently do not require you to purchase a maintenance, repair, update, or upgrade service contract for your computer system, but we have the right to do so. We estimate annual costs of any optional or required maintenance updating, upgrading, or support contracts for the cash register or computer systems to be \$500.

We reserve the right to change the computer requirements above, including the addition of new or different software and hardware, and you, at your own cost and expense, must comply with any new or different computer, software, and hardware requirements established by us.

Site Selection and Service Opening.

You are solely responsible for selecting the site for the operation of the franchised business. We do not generally own the premises and lease it to the franchisees. We are not obligated to do so but will consult with you about site selection. We do not generally own the premises or lease the site to you. You are obligated and have the opportunity to select the site for your Pure Green Franchised Business. We do not approve the Site of Area Representative Franchised Business. You may operate your Area Representative Franchised Business from your home as long as it is permitted under applicable zone laws. If the lease for your site expires or is terminated for reasons other than those caused by you, a substitute site must be selected by you within 90 days after the lease expires or is terminated. If a site is not selected or approved within 90 days, your Area representative agreement automatically terminates.

The typical length of time between the signing of the Area Representative Agreement, or the first payment of consideration for the franchise, and opening the franchised business varies, but you should be able to commence operation within 90 days after signing as required by the Area representative agreement. Factors affecting this time period include: how long it takes to complete any modification of your Pure Green site, completion of financing arrangements, compliance with local ordinances and obtained permits, obtained and installed equipment, your previous employment commitments (if any), your ability to complete our training program, and/or hiring and training personnel.

The Site for each additional outlet to be developed under the Representative Schedule is subject to our approval (Section V of the Area Representative Agreement). To obtain our approval, the franchisee must provide all information and documents about the site that we require. The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms. The time limit for us to approve or disapprove the proposed site is 30 days after the franchisee submits all of our required documents and information.

Training Program.

We provide a tuition-free initial Pure Green training program, which includes orientation to the Pure Green Franchise Corp system, customer service; operational management; financial management; computer software use; advertising and marketing, and reporting procedures. The training lasts up to 3 days or less, depending on your existing experience level. It is currently held at our New York, New York location, but we may hold the training at one of our other locations in the future. Instructional materials may include manuals, videos, scripts, and PowerPoint presentations. Training is not scheduled on a regular basis but will be offered to you before opening the franchised business. You and anyone else involved in the day-to-day operation of the franchised business must complete the initial training to our satisfaction. The initial training must be attended and successfully completed by the Designated Manager. You and the Designated Manager of the Franchised Business may attend the initial training 14 days before opening without paying us any additional fees, but you must pay for all travel, lodging, and other costs of attendance. Thereafter, we may charge a fee for attendance of the initial training for new and replacement managers. Our current fee for a replacement and new managers is 250 per attendee.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Pure Green University	8	32	New York, New York
Senior Leadership University	8		New York, New York
Total	48 Hours		

Instructor for Initial Franchisee Training:

Ross Franklin is the Founder and CEO of Pure Green. He personally created all Pure Green recipes, designed the stores, created the store layout as well as all Pure Green operating systems.

Michael Cecchini is The Director of Operations for Pure Green and the main professor for Pure Green University. Michael joined Pure Green in 2016 and has been a driving force behind Pure Green's growth and success.

We may change, add to, or make substitutions for the subjects and instructors listed in the tables and above as necessary or appropriate. All instructors and substitute instructors will have a minimum of one-year experience in Pure Green System or the subject matter, which they provide training and instruction.

We will provide additional training programs at reasonable times and at locations selected by us during the term of the Area representative agreement and will host national conventions at times and locations selected by us. You must attend the national convention. We may require attendance at other additional training programs. You must pay for all travel, lodging, and other costs of attending training and the national convention. We may charge a reasonable per diem fee for other training programs. In the current fiscal year, there will be no more than two to five additional training programs, and the programs will be between one and four days long.

You or any designated full-time manager must complete the initial mandatory training program to our satisfaction, or we may terminate the Area representative agreement. You are encouraged to schedule your training as soon as possible after executing the Area representative agreement. We will not be liable for your costs or expenses if we terminate the Area representative agreement because you or the manager fails to complete the mandatory training to our satisfaction.

You are responsible for all expenses you and your employees incur to attend the initial training, including wages, benefits, transportation, meals, accommodations, and entertainment.

ITEM 12 TERRITORY

You will not receive a non-exclusive territory (the "Territory") in which to operate your Pure Green Franchised Business. You will not receive an exclusive territory. You may face competition from other franchisees and licensees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The Territory is typically a 3-mile radius from the Site. We must approve the site for your Area Representative Agreement in which you operate your Franchised Business, and we must approve any relocations of the Franchised Business. Any such relocation shall be at Franchisee's sole expense and shall proceed in accordance with our requirements. We do not charge a relocation fee. All relocation sites must meet the same requirements as the initial site location, including that the site must be within your Pure Green Territory as defined in the Area representative agreement. If the lease for your site expires or is terminated for reasons other than those caused by you, a substitute site must be selected by you and approved by us within 90 days after the lease expires or is terminated. If a site is not selected or approved within 90 days, your Area representative agreement automatically terminates.

You will recruit and support franchises only within Your Territory. We reserve the absolute and unrestricted right to authorize other Businesses or franchisees to market and solicit

franchisees outside of your Territory. We will not offer or sell any Area Representative Franchises to any third party within Your Territory (as defined in Your Area Representative Agreement) so long as you remain in full compliance with the terms of Your Area Representative Agreement and any other agreement that you and we may be parties to. Except as described in the following paragraphs, neither we nor any affiliate of ours has the right to use other channels of distribution recruit franchisees within your Territory under our current Marks or different trademarks. We are not required to pay you any compensation for us or other franchisees soliciting or accepting orders in your Territory. Our reserved rights, which limit your rights to Territory, are as follows:

1. Own, acquire, establish, and operate, and license others to establish and operate, businesses like the Area Representative Franchised Business or substantially similar to the Franchised Business, whether under the Marks or other proprietary marks, outside the Territory.
2. Acquire a system of Competitive Businesses (as defined herein) with units and area representative outlets located within your Territory or outside the Territory.
3. Recruit Pure Green unit franchisees using the Marks or other trademarks, service marks, and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, direct mail, catalog sales, Internet sites, and co-branding strategies, pursuant to such terms and conditions as Franchisor deems appropriate.
4. Advertise, promote, market, or using the Pure Green Marks over the Internet, the World Wide Web, or any other electronic network.
5. Unto ourselves and our affiliates the right to open, own, and operate PURE GREEN businesses within the Representative Area.

Acquisition of Competing System.

If you are in compliance with the Area representative agreement, and we acquire a system of Competitive Businesses (an "Acquired System") during the term of the area representative agreement, we will offer you the option to purchase and operate, as a unit Pure Green Franchise, any unit of the Acquired System (an "Acquired Unit") that is both purchased by us for operation by us our Affiliate (e.g., the unit will not be operated by a licensee of the Acquired Systems) and is located within your Territory. We shall provide you with written notice of our purchase of the Acquired Systems, the terms and conditions applicable to your option to purchase Acquired Units, and such other information that we believe is necessary to be included in the notice. If you do not elect to purchase or fail to complete the purchase of an Acquired Unit within two (2) months after notice, we can operate through an Affiliate or third-party licensee, the Acquired Unit under any trade name or trademark other than Pure Green Marks. You have no right to purchase, and we are not obligated to offer you any option to purchase, any Acquired Unit that is operated by a licensee under the Acquired System. We may license such units to be operated under any trade name or trademarks other than Pure Green Marks and may also license additional units of the Acquired Systems to be developed and operated within your Territory.

If you are in good standing under the Area representative agreement and otherwise meet our financial qualifications, you may request that we sell you a Pure Green unit area representative franchise. We reserve the right to determine whether to sell you. If you buy an additional franchise, it will be under the then-current form of Area representative agreement or franchise agreement and other applicable agreements that may be different from those described in this area representative or our current unit franchise disclosure document.

Your Area representative agreement does not give you any other option, the right of first refusal, or similar right to acquire additional franchises. Your Territory rights are dependent on the development and maintaining of the operational unit franchisee in your Territory per a Representative Schedule. We may establish another franchise or company-owned location in the Territory if you fail to comply with the Area representative agreement. Except as disclosed in Item 12, there are no other circumstances that permit us to modify your territorial rights.

We nor our affiliates operate or have plans to operate or franchise others to operate a business selling the same goods or products under a different name or solicit customers within your Territory except as stated above.

ITEM 13 TRADEMARKS

Our principal trademarks (the “Marks”) are described below and are registered with the United States Patent and Trademark Office (the “Trademark Office”):

Mark	Registration Number or Serial Number if Registration is Pending	Class	Registration Date	Registry
PURE GREEN	5103923	IC 043	December 20, 2016	Principal

We have filed all required affidavits and renewals with respect to these registrations. The trademark is owned by.

There are no currently effective material determinations of the Trademark Office, the Trademark Trial and Appeal Board, or any other trademark administrator or any court, pending interference, opposition, or cancellation proceeding, or any pending material litigation involving the Marks.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise. We are not aware of any infringing uses of the Marks that could materially affect your use of them.

Your use of the Pure Green Marks is limited to use in connection with the operation of your Pure Green Franchised Business at the Approved Location and described in the Area representative agreement and as set forth in the Unit Pure Green Manual. You must promptly notify us of any use of the Pure Green Marks or any colorable variation by any person or legal entity or any litigation instituted by any person or legal entity against you or us involving the Pure Green Marks. We are not required to defend the Pure Green Marks. In the event we undertake the defense, prosecution, or settlement of any litigation relating to the Pure Green Marks, you agree to assist as necessary to carry out such defense, prosecution, or settlement. In the event that any party demonstrates to us a superior right to use any of the Pure Green Marks, you shall, upon demand by us, discontinue use of such Pure Green Mark(s) and adopt, at your sole cost and expense, any Mark(s), if any, selected by us to replace such discontinued Mark(s).

You shall not use any of the Pure Green Marks, or any derivative or a colorable variation thereof: (i) as part of your corporate or other legal names; (ii) on or as part of any Web Site, domain name, URL, web page, electronic mail address, listing, banner, advertisement or any other service or link on, to or with the Internet, World Wide Web, Internet service providers, electronic mail services, communication providers, search engines, or other similar services (without our prior written consent); (iii) with any prefix, suffix (including, but not limited to, the word "Inc."), or other modifying words, terms, designs, or symbols; or (iv) in any modified form. Franchisee shall not register any of the Marks, or any derivative or a colorable variation thereof, as a service mark, trademark, or Internet domain name, or hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as could reasonably result in making Franchisor liable therefor or that may harm, tarnish, or impair Franchisor reputation, name, services or Marks. The provisions of this paragraph shall survive the expiration, termination, or cancellation of this Agreement.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own no patents material to the franchise. We own no copyright registrations material to the franchise. We do have unregistered copyrights in Unit Pure Green Manual, and all printed, audiovisual, and other materials developed and distributed for use by our franchisees or us (collectively called the "Proprietary Information"). Information not protected by copyright, but which is confidential to us, such as information about our methods, policies, and marketing programs, is also part of the Proprietary Information.

There are no administrative or judicial determinations relating to the copyrights, nor any agreements that limit the use of them. We are not obligated to protect these copyrights.

You will not acquire any interest in the Proprietary Information. All Proprietary Information must be returned to us immediately upon the termination of the Area representative agreement for any reason. The Proprietary Information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentiality of the information during and after the term of your Area representative agreement; (3) will not make unauthorized copies of any portion of the Unit Operating Manuals or any other written communication from us; (4) will not disclose or duplicate any part of the Proprietary Information other than disclosure to an employee of the

franchised business to the extent necessary to do his or her job; and (5) will adopt and implement all reasonable procedures we may require to prevent unauthorized use or disclosure of the information, including restrictions on disclosure of the information to employees of the franchised business and the use of nondisclosure and non-competition clauses in employment agreements. All shareholders, officers, directors, partners, and members of the franchisee are presumed to have access to Proprietary Information and must sign a Nondisclosure and Noncompetition Agreement to maintain the confidentiality of the Proprietary Information and conform to the noncompetition covenants.

You must inform us in writing if anyone breaches the Nondisclosure and Noncompetition Agreement or if there is any other violation of the obligations regarding any of the Proprietary Information or if you learn about any improper use of any of it.

If we require you to modify or discontinue using the subject matter covered by a patent or copyright, we are not required to reimburse or compensate you for the modification or discontinuation.

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

You must maintain a designated full-time manager of the franchised business who is approved by us and who has successfully completed the initial training program to our satisfaction. The manager need not have an ownership interest in the franchise. No individual franchisee or any shareholder, partner, member, or other owner of a business entity franchisee may compete with us or own an interest in any competitor of ours anywhere during the term of your Area Representative Agreement or within any Pure Green franchise territory for two years after the expiration or termination of your Area representative agreement.

Each shareholder, partner, member, and other equity owners of the franchise, and each individual shareholder, partner, member, and other equity owners of any shareholder, partner, member, and other equity owners that is itself a business entity, must personally guarantee all of the franchisee's obligations and performance under the Area representative agreement.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only recruit and support Pure Green unit franchise, you may not offer and sell Pure Green franchises, and may only offer any and all services and products that We have approved. You must obtain Our prior written approval for any other products and services to be offered by Your Business. You may not purchase, lease, or otherwise acquire any products, equipment, or services offered by Us or the Company from any other supplier unless We have expressly agreed otherwise in writing.

We may change the types of authorized products and services that You must offer from Your Business, and You must comply with those changes. There are no limits on Our right to make such changes.

Except as described above and in ITEM 8, You are not restricted by the Area Representative Agreement or any other requirement imposed by Us relating to the products or services You

may offer or sell and/or the customers to whom You may sell, except that You may not directly solicit customers outside of Your Territory without Our prior written consent.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

References are to sections in the Area representative agreement unless otherwise noted.

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Area representative agreement	Summary
a.	Term of the franchise	§§ 4.1	10 years
b.	Renewal or extension of the term	§§ 4.25	If you are in good standing, you may renew for periods of 10 years under the terms of our then-current area representative agreement forms that may have materially different terms and conditions than your original contract.
c.	Requirements for you to renew or extend	§§ 4.2	“Renewal” means that you, upon the expiration of the original term of the Area Representative agreement, have the right to enter into a new agreement according to our then-current Area Representative agreement forms that may have materially different terms and conditions than your original contract. You must not be in breach of this current agreement; you must sign a general release. You must pay a \$2,500 renewal fee.
d.	Termination by you	Not applicable	
e.	Termination by us without cause	Not applicable	Not applicable

	Provision	Section in Area representative agreement	Summary
f.	Termination by us with cause	§ 12	We can terminate only if you default. Any material violation or breach of the Area Representative Agreement is deemed a material breach of any other franchise or other agreement between you and us. The non-breaching party then will be entitled to enforce the penalties of or to terminate the Area Representative Agreement and any relevant addenda and any or all of such other Area Representative Agreements.
g.	“Cause” defined -- defaults which can be cured	§ 12	You have 30 days to cure any default not listed in Section 6.3.
h.	“Cause” defined -- defaults which cannot be cured	§ 12	Bankruptcy and insolvency, abandonment, repeated default, misrepresentations, levy of execution, criminal conviction, noncompliance with laws, nonpayment of fees, repeated defaults, termination of the area representative agreement, the disclosure of information.
i.	Your obligations on termination or nonrenewal	Not applicable	
j.	Assignment of contract by us	§ 14	There are no restrictions on our right to transfer.
k.	“Transfer” by you – definition	§§ 1.32	Either: (a) the direct or indirect sale, assignment, transfer, conveyance, gift, pledge, mortgage, or encumbrance of Area Representative’s interest, or any Principal’s interest, in this Agreement or the assets of the Franchised Business, or (b) the direct or indirect sale, assignment, transfer, conveyance, gift, pledge, mortgage, or

	Provision	Section in Area representative agreement	Summary
			encumbrance of any Principal's interest in Representative (if Representatives a Business Organization).
i.	Our approval of transfer by franchisee	§ 10.2	We have the right to approve all transfers.
m.	Conditions for Pure Green Franchise Corp approval of transfer	§ 14	The transferee must qualify as a franchisee, he must assume your obligations, you may not be in default, the transferee must successfully complete the mandatory training, the transfer fee \$5,000, the transferee must sign a new Area Representative Agreement on our then-current terms, and you must release us.
n.	Our right of first refusal to acquire your business	§10.4	If you receive an offer, we will have the right to purchase on the same terms and conditions as offered to you, a 60-day notice, and the right to decide.
o.	Our option to purchase your business	§§12.2.7	Upon termination, at the option of Franchisor, sell to Franchisor any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory of Franchisee related to the operation of the Franchised Business.
p.	Your death or disability	§§ 10.6	Your rights may pass to your heirs or legatees if they assume your obligations and attend training. On your disability, you may sell the business or keep it if operated by trained personnel.
q.	Noncompetition covenants during	§ 11	You may not disclose confidential information or compete.

	Provision	Section in Area representative agreement	Summary
	the term of the franchise		
r.	Noncompetition covenants after the franchise are terminated or expires	§ 11	No competition is allowed for 2 years within the Territory, within a 50-mile radius of the Territory, within a 50-mile radius of any location where we operate or have granted the franchise to operate a Pure Green Business.
s.	Modification of the agreement	§ 14	We may modify the Unit Operations Manual. Modifications to the language of the Area Representative agreement require the signed written agreement of the parties.
t.	Integration/merger clauses	§ 14	Only the terms of the Area Representative agreement and Operations Manual are binding. Any other promises may not be enforceable. Nothing in the Area Representative agreement is intended to disclaim the representations we made in the franchise disclosure document that we delivered to you.
u.	Dispute resolution by arbitration or mediation	§ 14	Except for certain claims, all disputes must be arbitrated in accordance with the procedures of the American Arbitration Association or its successor in New York County, New York, except as stated in State Addenda to this Disclosure Document.
v.	Choice of forum	§ 14	Litigation and arbitration must be in New York County, New York. Some states do not allow franchisees to give up their right to bring or defend lawsuits in the courts of their state, subject to state law. See Exhibit C to this Disclosure Document for state addenda to this Item.

	Provision	Section in Area representative agreement	Summary
w.	Choice of law	§ 14	New York law applies except as otherwise provided in the Area Representative agreement. Some states do not allow franchisees to give up their right to bring or defend lawsuits in the courts of their state, subject to state law.

A provision in your Area Representative Agreement that terminates the franchise on your bankruptcy may not be enforceable under federal bankruptcy law.

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our 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 Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about a possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ross Franklin 60 East 42nd Street Suite 4700, New York, NY 10165 917 287 5646, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
For Years 2018 to 2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2018	0	0	0
	2019	0	0	0
	2020	0	2	+2
Company-Owned	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
TOTAL OUTLETS	2018	0	0	0
	2019	0	0	0
	2020	0	2	+2

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(Other than Franchisor)
For Years 2018 to 2020

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

Table No. 3
STATUS OF FRANCHISED OUTLETS
For Years 2018 to 2020*

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
All States	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
TOTAL	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Where a franchise territory covers more than one state, the franchise, for purposes of this table, is assigned to the state where it has the bulk of its operation, which is not necessarily the same state shown in the business address in the list of franchisees, **EXHIBIT G**.

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
For Years 2018 to 2020

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	1	0	0	0	1
Illinois	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	1	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
TOTAL	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	2	0	0	0	2

Table No. 5
PROJECTED OPENINGS
As of December 31, 2020

State	Area representative agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
New York	0	0	0
California	0	1	0
TOTAL	0	1	0

A list of the names, addresses, and telephone numbers of all Pure Green franchisees is attached to this disclosure document as Exhibit I. A list of the names, last known home addresses, and telephone numbers of every Pure Green franchisee who has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Area representative agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document, is attached to this disclosure document as Exhibit J. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Some Pure Green franchisees have signed confidentiality clauses during the last 3 fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Pure Green System. While we encourage you to speak with current and former franchisees, be aware that not all such franchisees will be able to communicate with you.

Our Franchise Advisory Council has not been established as of the date of this document.

As of the date of this disclosure document, there are no other trademark-specific franchisee organizations associated with the Pure Green franchise system that we have created, sponsored, or endorsed, and there are no independent trademark-specific franchisee organizations that have asked to be included in our disclosure document.

ITEM 21 FINANCIAL STATEMENTS

Our , and audited balance sheet, statement of cash flow, and statement of operations as of August 18, 2019, and December 31, 2019, and December 31, 2020 are attached to this disclosure document as EXHIBIT I.

The franchisor has not been in business for three years or more; and, therefore, cannot include all financial statements required.

Our fiscal year ends on December 31.

ITEM 22 CONTRACTS

The following exhibits to this disclosure document are the contracts used by us in offering franchises:

Exhibit A	Area Representative Agreement
Exhibit B	Restrictive Covenant Agreement
Exhibit C	Power of Attorney Telephone
Exhibit D	Franchise Disclosure Questionnaire
Exhibit E	General Release of Claims
Exhibit F	List of State Franchise Regulators and Agents for Service of Process
Exhibit G	List of Franchisees
Exhibit H	Franchisees that left the System

Exhibit I	Financial Statements
Exhibit J	Tables of Contents of Unit Operating Manuals
Exhibit K	State Specific Addendums

ITEM 23 RECEIPTS

The last page of this disclosure document is a detachable document that you must sign to acknowledge your receipt of this disclosure document.



EXHIBIT A. AREA REPRESENTATIVE AGREEMENT

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

AREA REPRESENTATIVE AGREEMENT

SUMMARY PAGE

EFFECTIVE DATE: _____
EXPIRATION DATE: _____
TERM: 10 years
AREA REPRESENTATIVE(S): _____
ADDRESS OF AREA REPRESENTATIVE(S): _____

TELEPHONE NUMBER: _____
FACSIMILE NUMBER: _____
E-MAIL ADDRESS: _____
LOCATION: _____
REPRESENTATIVE AREA: _____

REPRESENTATIVE FEE: \$25,000
RENEWAL FEE: \$2,500
TRANSFER FEE: \$5,000

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Exhibit A – Area Representative Schedule

Exhibit B – General Release Language

AREA REPRESENTATIVE AGREEMENT

This agreement is between the following parties:

“Franchisor”: PURE GREEN FRANCHISE CORP, a New York Corporation with its principal office located at 60 East 42nd Street Suite 4700, New York, NY 10165

And

“Representative”: _____, whose address is

Recitals

- A. Franchisor has the right to use and to license the use of the System, which is identified by the Marks, in connection with the operation of PURE GREEN Locations in the United States.
- B. Franchisor grants Representative Franchises to qualified candidates for the right to develop PURE GREEN Locations within an approved designated area.
- C. Representative desires to acquire such Representative rights and, in reliance upon the representations contained in Representative’s franchise application, Franchisor desires to grant Representative a Representative Franchise, pursuant to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. DEFINITIONS

- 1.1.** To simplify this Agreement and make it easier to read and understand, certain terms have been defined below and will be capitalized throughout the Agreement. Capitalized words that are not defined below are defined in the section in which they first appear.
- 1.2. Affiliate:** A Person that controls, is controlled by, or is under common control with another person. As to Representative, it includes an owner of any interest in Representative or the Representative Franchise, any employee or agent of Representative, and any Person controlled by any of the foregoing.
- 1.3. Agreement:** This Area Representative Agreement.

- 1.4. Anti-Terrorism Laws:** Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001” (the “USA PATRIOT Act”), and all other present and future federal, state and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.
- 1.5. Business Organization:** A corporation, limited liability company, limited liability partnership, limited company, a partnership of any kind, joint venture, unincorporated association, family or business trust, or any other organization or entity formed for a commercial purpose.
- 1.6. Confidential Information:** All trade secrets, the Standards, and other elements of the System; all information contained in the Manuals and training video materials; and any other information that Franchisor designates as “Confidential Information.”
- 1.7. Controlling Interest:** The direct or indirect ownership (legal or beneficial) or control of more than 50% of the equity, profits, or voting control of a Business Organization.
- 1.8. Copyrighted Works:** All tangible media of expression including, without limitation, the Manuals, the content and design of all advertising and sales literature, sales forms, and other writings used in connection with the operation and promotion of the Franchised Business; the design elements of the Marks; and the content and design of the PURE GREEN website and any other website developed and maintained by or on behalf of Franchisor on the World Wide Web portion of the Internet.
- 1.9. Representative Area:** The geographic or other area identified on the Summary Page.
- 1.10. Representative Schedule:** The Representative Schedule attached as Exhibit A to this Agreement.
- 1.11. Franchise Agreement:** Franchisor’s current standard form of the unit franchise agreement between Franchisor and Representative or a Unit Franchisee for the operation of a Location.
- 1.12. Franchised Business:** The business of operating a location in accordance with the terms and conditions of a Franchise Agreement with Franchisor.
- 1.13. Franchisor:** PURE GREEN FRANCHISE CORP, a(n) New York Corporation.
- 1.14. Franchisor-Related Persons:** Franchisor and each and all of the following, whether past, current, or future: Persons acting through, in concert with, or as

Affiliates of Franchisor or of any of the foregoing; Principals, officers, directors, agents, attorneys, accountants, and employees of Franchisor or any of the foregoing; and predecessors, successors, or assigns of Franchisor or any of the foregoing.

- 1.15. General Release:** A release, in the form prescribed by Franchisor at the time the release, is to be delivered, of any and all claims, liabilities, and obligations of any nature, including those existing as of, and/or arising before, the date of the release, however arising, whether known or unknown, whether against Franchisor, any or all of the Franchisor-Related Persons, or any advertising fund, and whether by Representative, any Principal of Representative, and/or any Affiliate of any of the foregoing. A copy of Franchisor's current General Release language (which is subject to change) is attached as Schedule B.
- 1.16. Good Standing:** Representative and each of its Principals and Affiliates are not in default of any obligation to Franchisor and/or any of the Franchisor-Related Persons, whether arising under this Agreement or any other agreement between Representative (and/or each of its Principals and Affiliates) and Franchisor (and/or any of the Franchisor-Related Persons), under the Manual, or under other Standards (collectively, the "Obligations"). Representatives not in Good Standing if Representative has been in default of any Obligation, and the default is incurable by nature or part of a series of repeated defaults as defined in this Agreement.
- 1.17. Location(s):** The location at which a Unit Franchisee will operate the Franchised Business.
- 1.18. Managing Principal:** The individual Principal of Representative who is responsible for the day-to-day operation and supervision of the Representative's Area Representative Franchise. The Managing Principal must be approved by Franchisor and must successfully complete Franchisor's Representative training program and all other training required by Franchisor under this Agreement.
- 1.19. Manual:** The confidential operations manuals and such other manuals and written materials that Franchisor has developed for use in connection with the operation of the Franchised Business (which Franchisor may amend periodically) and all other written directives issued by Franchisor relating to the operation of the Franchised Business. Franchisor may provide you the Manual, and all revisions and updates to the Manual, in hard copy or electronic format, and may deliver them to you by hand delivery, mail or courier services, or electronically (via e-mail, the Internet or private intranet or extranet system or other methods).
- 1.20. Marks:** Certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the mark PURE GREEN and such other trade names, service marks, and trademarks as are now, and may hereafter be designated by Franchisor for use in connection with the System.
- 1.21. Net Franchise Fee:** Defined in section 3.2.1 of this Agreement.

- 1.22. Ownership Interest:** Any ownership interest of any type, including (a) in relation to a corporation, the ownership of shares in the corporation, (b) in relation to a partnership, the ownership of a general or limited partnership interest, (c) in relation to a limited liability company, the ownership of a membership interest, or (d) in relation to a trust, the ownership of a beneficial interest in the trust.
- 1.23. Person:** An individual (and the heirs, executors, administrators, or other legal representatives of an individual), a partnership, a corporation, a limited liability company, a government, or any department or agency thereof, a trust, and any other incorporated or unincorporated association or organization.
- 1.24. Pilot Location:** The initial Location that will be owned and operated by Representative or its Affiliate as required by the terms of this Agreement.
- 1.25. Principal:** A legal or beneficial owner of an Ownership Interest.
- 1.26. Renewal Fee:** Defined on the Summary Page.
- 1.27. Representative:** The Representative identified on page 1.
- 1.28. Restricted Area:** (a) the Representative Area; (b) any area within a radius of 50 miles from the Representative Area; and (c) any area within a radius of 50 miles from any Location operated by Franchisor, Affiliates, or any of its franchisees.
- 1.29. Standards:** The standards, specifications, policies, procedures, and techniques that Franchisor has developed relating to the location, establishment, operation, and promotion of PURE GREEN Locations, all of which may be changed by Franchisor from time to time. The Standards include, among other things, required and recommended business practices, standards and specifications for Location design and appearance, customer service standards, sales techniques and procedures, and other management, operational, and accounting procedures.
- 1.30. System:** The proprietary business system for the establishment, operation, and promotion of Locations. The distinguishing features of the System include, without limitation, a distinctive exterior and interior design, decor, color scheme, fixtures and furnishings, the Marks, the Standards, techniques for offering and selling large-scale prints and reprographics, inventory and management control, procedures, training and assistance, and advertising and promotional programs, all of which may be changed, improved upon, and further developed from time to time.
- 1.31. Term:** The term of this Agreement and is defined on the Summary Page.
- 1.32. Transfer:** Either: (a) the direct or indirect sale, assignment, transfer, conveyance, gift, pledge, mortgage, or encumbrance of Representative's interest, or any Principal's interest, in this Agreement or the assets of the Franchised Business, or (b) the direct or indirect sale, assignment, transfer, conveyance, gift, pledge,

mortgage, or encumbrance of any Principal's interest in Representative (if Representatives a Business Organization).

1.33. Transfer Fee: Defined on the Summary Page.

1.34. Unit Franchise: A Location owned by a Unit Franchisee pursuant to a Franchise Agreement with Franchisor.

1.35. Unit Franchisee: A Person unaffiliated with Representative who operates a Location pursuant to a valid Franchise Agreement with Franchisor.

2. GRANT OF REPRESENTATIVE RIGHTS

2.1. Subject to the terms of this Agreement, Franchisor grants to Representative, and Representative accepts and assumes the right and obligation to develop the number of Locations set forth in the Representative Schedule.

2.2. Each Location to be developed hereunder will be established and operated pursuant to a separate Franchise Agreement.

2.3. This Agreement is not a Franchise Agreement and does not grant to Representative any right to the Marks or System, except for purposes of advertising, offering, and soliciting the sale of Unit Franchises as set forth in this Agreement.

2.4. A representative will have no right to enter into Franchise Agreements or otherwise to sublicense the use of the Marks or System, except as set forth in this Agreement.

2.5. Notwithstanding the aforementioned, Franchisor reserves unto itself and its affiliates the right to open, own, and operate PURE GREEN Locations within the Representative Area.

3. REPRESENTATIVE AREA

3.1. All Locations developed pursuant to this Agreement will be located within the Representative Area.

3.2. With respect to each Unit Franchise not owned by Representative or an affiliate of Representative or Franchisor or an affiliate of Franchisor located in the Representative Area:

3.2.1. Franchisor shall pay Representative a "**Net Franchise Fee**" equal to 50% of the Initial Franchise Fee received by Franchisor for the sale of the Unit Franchise, less 50% of all selling costs incurred by Franchisor in connection with that sale (including, without limitation, sales commissions and broker fees) up to \$15,000 ("**Base Selling Costs**") and 100% of all selling costs incurred by Franchisor in connection with that sale in excess of \$15,000 ("**Excess Selling Costs**"). The calculation is represented by the following formula:

$$\text{Net Franchise Fee} = \text{Initial Franchise Fee} - 50\% \text{ of Base Selling Costs} - 100\% \text{ of Excess Selling Costs}$$

Franchisor shall pay Representative the Net Franchise Fee within thirty days after Franchisor receives the Initial Franchise Fee.

3.2.2. With respect to each Unit Franchise not owned by Representative or an affiliate of Representative or Franchisor or an affiliate of Franchisor located in the Representative Area, Franchisor shall pay Representative one-third of all Royalty Fee payments received by Franchisor from an Unit Franchise not owned by Representative or an affiliate of Representative or Franchisor or an affiliate of Franchisor within thirty days after Franchisor's receipt thereof.

4. TERM AND RENEWAL

4.1. The term of this Agreement is the Term set forth on the Summary Page beginning on the Effective Date and expiring at midnight on the Expiration Date.

4.2. If Representative is in Good Standing, Representative will have the option to extend the Representative rights and obligations granted under this Agreement for successive periods of 10 years each, subject to the following terms and conditions:

4.2.1. Representative gives Franchisor written notice of its desire to exercise its extension rights not more than one-year (1) and not less than nine (9) months before the expiration of the Term;

4.2.2. Before the expiration of the Term, Representative executes Franchisor's then-current form of Area Representative Agreement (the terms of which may be materially different than the terms of this Agreement and may include, among other things, Representative obligations that are more or less aggressive than those reflected in this Agreement, different commission structures or royalty sharing provisions) and all other documents and agreements as Franchisor requires for signature by new Representatives or Representative franchisees; and

4.2.3. Representative not at the time of the Renewal in breach of this Agreement;

4.2.4. Representative pays the Renewal Fee; and

4.2.5. Representative executes a General Release.

5. OBLIGATIONS OF REPRESENTATIVE

5.1. Representative will use best efforts to market PURE GREEN franchises within the Representative Area to qualified candidates pursuant to marketing guidelines and programs provided by Franchisor to Representative from time to time.

- 5.2.** Recognizing that time is of the essence, Representative agrees to develop and at all times have operated in the Representative Area the number of Locations set forth in the Representative Schedule. If Representative fails to develop and/or have operating in the Representative Area the number of Locations set forth in the Representative Schedule in accordance with the timeline set forth in the Representative Schedule, Franchisor has the right to unilaterally and without the assistance of Representative develops and/or operate Locations in the Representative Area in accordance with the Representative Schedule. If Franchisor exercises its right to develop and/or operate Locations in the Representative Area as set forth in this section, Representative shall not be entitled to any portion of the Net Franchise Fee, and Representative shall pay or reimburse Franchisor for all reasonable costs associated therewith. Representative may develop Locations in excess of the Representative Schedule only with the written consent of Franchisor.
- 5.3.** After opening its Pilot Location, Representative (or, if Representatives, not an individual, Area Representative's Managing Principal) will attend and successfully complete Franchisor's Representative training program. Representative will not offer or sell any Unit Franchises before either Representative or its Managing Principal completes the Representative training program. Except as otherwise specified, all training provided by Franchisor will be performed in at such times and location as Franchisor may designate. Representative is responsible for all travel, meals, lodging, and other expenses that Representative and Area Representative's employees incur in connection with the training, and for any compensation and other costs paid to or incurred by or on behalf of Representative or Area Representative's employees in connection with the training.
- 5.4.** Representative will assist Unit Franchisees in the Representative Area with their site selection activities, as set forth in the Manuals or otherwise communicated by Franchisor from time to time.
- 5.5.** Representative will provide at least one (1) week of initial training to Unit Franchisees in the Representative Area, in accordance with the Standards, at the Unit Franchisee's Location. In addition, Representative will provide at least one (1) week of on-site support to Unit Franchisees in the Representative Area, in accordance with the Standards, during the week in which the Location opens for business.
- 5.6.** Representative will provide general field support and coordination for Unit Franchisees in the Representative Area and will be responsible for maintaining and facilitating communication between Unit Franchisees and Franchisor
- 5.7.** Representative will attend such conferences and meetings as required by Franchisor from time to time, at Area Representative's expense.
- 5.8.** Representative will perform operational visits at Unit Franchisees' Location premises in the Representative Area as specified by Franchisor in the Manuals but in no event less than one (1) time per month. Representative will make regular telephone

contact with Unit Franchisees in the Representative Area in accordance with the Standards.

- 5.9.** Representative will perform such other support services, as Franchisor may specify from time to time, with respect to a Unit Franchisee's transfer or renewal of his Franchise Agreement.
- 5.10.** Representative will maintain adequate staff to comply with the Representative Schedule.
- 5.11.** Representative will assist Unit Franchisees in the Representative Area in establishing and supporting, and Representative will use its best efforts to encourage Unit Franchisees to be members in good standing of an advertising cooperative within the Representative Area.
- 5.12.** Representative will promote and sponsor a spirit of cooperation between Franchisor and Unit Franchisees in the Representative Area, including but not limited to keeping Unit Franchisees advised of activities conducted by Franchisor in support of the system; scheduling and conducting regular meetings of Unit Franchisees to distribute, review and explain materials provided by Franchisor to its franchisees and provide a forum for Unit Franchisees to share information and ideas. Any costs associated with these meetings (such as meeting rooms rentals, food, etc.) will be paid by the Area Representative, and keeping Franchisor advised of major issues or problem areas raised at said meetings or otherwise raised in the Representative Area.
- 5.13.** Representative will comply with all federal, state, and local laws, rules, and regulations, and timely obtain any and all permits, certificates, and licenses for the full and proper conduct of Area Representative's business pursuant to the terms of this Agreement. Representative will strictly comply with all laws and regulations applicable to the offer and sale of franchises, including the Disclosure Requirements and Prohibitions Concerning Franchising, 16 C.F.R. 436 (the "FTC Rule"), and the Franchise Laws of all applicable states. Representative will provide to Franchisor all information necessary for Franchisor to amend and keep current its franchise disclosure document and state franchise registrations and filings, provided that Franchisor will pay all expenses related to preparing and updating the disclosure documents and maintaining required franchise registrations and filing.
- 5.14.** At all times during the Term, Representative will operate a Pilot Location pursuant to the terms and conditions of a separate Franchise Agreement.
- 5.15.** Representative will use its best efforts to ensure that all Unit Franchisees in the Representative Area comply with their respective Franchise Agreements and the Standards, as they may be amended from time to time. Representative will use its best efforts to ensure that Unit Franchisees in the Representative Area stock and display the initial inventory of products, accessories, equipment, and supplies specified by Franchisor in sufficient quantity to meet anticipated consumer demand when they open for business and at all times throughout the terms of their respective

Franchise Agreements. Representative will report to Franchisor any lack of stock to Franchisor. Representative will participate in operational support and evaluation programs for Locations as required by Franchisor from time to time.

- 5.16.** Representative will maintain the confidentiality of all Confidential Information. Representative will neither disclose nor divulge the Confidential Information except to his employees on a need-to-know basis.
- 5.17.** Representative will do business under Area Representative's legal name followed by "d/b/a" and the business name "PURE GREEN" or other such business names as designated by Franchisor. Representative will promptly register such forms with the relevant governmental authorities regarding such fictitious name usage. Representative will identify itself in all literature and writings as "PURE GREEN Area Representative Franchisee for _____" with the blank to be filled in with a description of Area Representative's Representative Area.
- 5.18.** Representative will, at its cost, subscribe with the insurance carrier for such coverage in such amounts as directed by Franchisor, which policy or policies will include Franchisor as an additional insured.
- 5.19.** Representative will pay promptly when due all taxes, accounts, and indebtedness of any kind incurred by Representative in the conduct of its business, and Representative will indemnify and defend the Franchisor-Related Persons and hold them harmless for any and all claims, losses, damages, causes of action, and liabilities with respect thereto. Representative hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of Area Representative's business.
- 5.20.** Representative recognizes that the personal efforts of Representative (or its Principals if Representative is not an individual) are important to the success of the activities contemplated by this Agreement and that the commitments by Representative (or its Principals if Representative is not an individual) to use its commercially reasonable best efforts and to participate personally and substantially in the management of the Area Representative Franchise were, and are, material inducements to Franchisor to enter into this Agreement. Accordingly, Representative will use its best efforts to confirm Representative's conduct and business operations to the foregoing standard. Representative's Area Representative Franchise will at all times be under the direct, full-time supervision of Representative, or, if Representative is not an individual, an individual Principal of Representative who holds a Controlling Interest in Representative, has been approved by Franchisor and has successfully completed Franchisor's Representative training program and all other training required by Franchisor under this Agreement (the "**Managing Principal**"). If required to designate a Managing Principal by this paragraph, Representative will do so, subject to Franchisor's reasonable approval, before commencing the initial training required herein. Franchisor has the right to rely upon the Managing Principal to have been given by Area Representative, decision-making authority, and responsibility regarding all aspects of the Area Representative

Franchise. If the person designated as the Managing Principal dies, becomes incapacitated, leaves Representative's employ, transfers his/her interest in Area Representative, or otherwise ceases to supervise the operations of the Area Representative Franchise, Representative will promptly designate a new Managing Principal, subject to Franchisor's reasonable approval.

6. REPRESENTATIVE FEE

In consideration of the granting of the rights described herein, Representative will pay Franchisor the Representative Fee upon execution of this Agreement. The Representative Fee is deemed fully earned and non-refundable upon payment. The Representative Fee will be paid in certified funds.

7. RECORDS AND REPORTING

- 7.1.** Representative will maintain bookkeeping, accounting, and recordkeeping system as directed by Franchisor, including, without limitation, the use and retention of invoices, bank deposits, receipts, cash disbursements, and computerized bookkeeping and accounting systems.
- 7.2.** Franchisor and its agents and representatives may at any time during normal business hours and without prior notice to Representative enter upon Representative's premises to inspect and audit the business records, bookkeeping and account records, invoices and bank deposit receipts of Area Representative, the reports, financial statements, and tax returns of Area Representative, and such other schedules and forms, information and support records which Representative is required to maintain and/or submit to Franchisor under this Agreement. Representative will fully cooperate with Franchisor's agents and representatives, as well as independent accountants hired by Franchisor, to conduct any such inspection or audit.
- 7.3.** Representative hereby agrees and authorizes any vendors with whom Representative does business to release to Franchisor or Franchisor's agents, at their request in connection with an audit, any information, reports, or data that any such vendor may have in connection with providing goods or services to Area Representative.

8. RELATIONSHIP OF PARTIES

- 8.1.** Representative is and will be an independent contractor, and nothing herein contained will be construed so as to create an agency relationship, partnership, or joint venture between Franchisor and Representative. Representative will have no authority to bind or attempt to bind Franchisor in any manner or form.
- 8.2.** Representative will not use any stationery, invoices, checks, or perform any acts which do not clearly reflect that the business contemplated by this Agreement is being operated by Representative as an independent contractor. Without limiting

the foregoing, all contracts, purchases, and other transactions in connection with the business will be made in Area Representative's name.

8.3. Representative certifies that neither Representative nor any of its Affiliates, Principals, employees, or other persons associated with Representative are listed in the Annex to Executive Order 13224 ("the Annex," which is available at <http://www.treasury.gov/offices/enforcement/ofac/sdn>). Representative shall not hire or have any dealings with a Person listed in the Annex. Representative certifies that it has no knowledge or information that, if generally known, would result in Representative or any of its Affiliates, Principals, employees, or other persons associated with Representative being listed in the Annex. Representative shall comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws (as defined in section 1 of this Agreement). In connection with such compliance, Representative certifies, represents, and warrants that none of its property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Representative and its Affiliates and Principals are not otherwise in violation of any of the Anti-Terrorism Laws. Representative is solely responsible for ascertaining what actions must be taken by Representative to comply with all Anti-Terrorism Laws, and Representative specifically acknowledges and agrees that its indemnification responsibilities in section 14.5 of this Agreement include Representative's obligations under this section 8.3. Any misrepresentation by Representative under this paragraph or any violation of the Anti-Terrorism Laws by Representative, its Affiliates, Principals, employees, or other persons associated with Representative, will constitute grounds for immediate termination of this Agreement and any other agreement between any Franchisor-Related Person and Representative or any of its Affiliates, Principals, employees, or other persons associated with Representative

9. MARKS, COPYRIGHTED WORKS, AND CONFIDENTIAL INFORMATION

9.1. Representative acknowledges and agrees that, as between Franchisor and Representative, Franchisor owns all right, title, and interest in, and to the System, the Marks, the Copyrighted Works, and the Confidential Information and that they will remain solely in Franchisor, and the material and information now and hereafter provided or revealed to Representative are revealed in confidence, and Representative expressly agrees to keep and respect the same. Representative will take steps to ensure that Representative's employees also maintain such confidentiality.

9.2. Representative will use the Marks only in connection with promoting, offer and selling Location franchises and may use the Marks only in accordance with the Standards.

9.3. Representative will not use the Marks in Representative's corporate name, and every use of "PURE GREEN" as a service mark or trade name or other identifiers of Representative's business must be in conjunction with the suffix or other words or phrases that Franchisor prescribes. Representative will comply with Franchisor's

requirements, and all requirements imposed by the jurisdiction in which Representative operates the business contemplated under this Agreement concerning fictitious name registration and usage. Representative will not register any of the Marks as part of any Internet domain name or URL and may not display or use any of the Marks or Copyrighted Works in connection with any advertising or promotional materials that Franchisor has not previously approved for use.

- 9.4.** Representative will identify Representative as the owner and independent operator of the business contemplated under this Agreement by placing a conspicuous notice in the form and places Franchisor requires. This may include prescribed designations on business forms, stationery, and contracts.
- 9.5.** Franchisor may designate new, modified, or replacement Marks for Representative's use and may require Representative to use them in addition to or instead of any of the previously designated Marks. These requirements may include, among other things, conducting business under a different trade name. Representative will pay its own expenses associated with implementing required changes, which may include the cost of purchasing replacement forms and other materials bearing the Marks. Upon notice from Franchisor, Representative will promptly begin the use of new or altered Marks and cease the use of discontinued Marks.
- 9.6.** Upon the expiration or termination of this Agreement for whatever reason, Representative will cease all use of the Marks. Representative hereby irrevocably appoints Franchisor as its attorney, in fact, to execute all such documents and take all such steps as may be reasonably required to end and cause the discontinuance of Representative's use of the Marks. Representative acknowledges that the neglect or refusal to discontinue the use and/or display of the Marks immediately upon the expiration or earlier termination of this Agreement will result in serious damage and/or loss to Franchisor, pre-estimated and agreed by the parties to be in the amount of \$2,000 per day. Franchisor's right to claim the same in such a situation will be in addition to any and all other rights and remedies at law or in the equity of which Franchisor may avail itself.
- 9.7.** Neither this Agreement nor the operation of the business contemplated under this Agreement will be deemed to confer upon Representative any interest in any Marks now or hereafter owned by Franchisor except for the right to use the same in accordance with the terms of this Agreement. Representative will not use any of the Marks in any manner calculated to represent that Representative is the owner of any of the same. Representative agrees, both during the Term as well as following the expiration or earlier termination of this Agreement, not to dispute or contest, directly or indirectly, the validity or enforceability of any of the Marks and not to directly or indirectly attempt to dilute the value of the goodwill attaching to any of the Marks.
- 9.8.** Representative will immediately notify Franchisor of any apparent infringement of or challenge to Representative's use of the Marks, Copyrighted Works or Confidential Information, and Franchisor or its Affiliate will take whatever action they determined

to be appropriate under the circumstances. If Representative or its Affiliate undertakes the defense or prosecution of any litigation or administrative proceeding pertaining to any of the Marks, Copyrighted Works or Confidential Information, Representative will sign all documents, perform all acts, and otherwise cooperate with Franchisor or its Affiliate and their counsel as Franchisor may reasonably request for purposes of carrying out such defense or prosecution.

9.9. If Representative develops any new concept, product, method, improvements, or Copyrighted Works related to the operation or promotion of a Location, Representative must promptly provide to Franchisor written notice of the invention or development and any additional information that Franchisor may reasonably request. The invention or development will be considered the joint property of Franchisor and Representative, and Franchisor may use it and disclose it to other System franchisees as it determines to be appropriate, without compensation to Representative

10. RESTRICTIONS ON ASSIGNMENT

10.1. This Agreement is fully assignable by Franchisor and will inure to the benefit of any assignee or other legal successor to the interests of Franchisor, provided that such assignee agrees in writing to be bound by the terms of this Agreement, and upon such assumption, Franchisor will be under no further obligation hereunder.

10.2. Representative understands and acknowledges that the rights and duties created by this Agreement are personal to Representative and that Representative has granted this Agreement in reliance upon the individual character, skill, aptitude, attitude, business ability, and financial capacity of Representative. Therefore, Representative will not affect a Transfer without the prior written approval of Franchisor. Any such Transfer without Franchisor's prior written approval will be considered null and void and will constitute a breach hereof. Franchisor may condition its consent to a Transfer on, among other things:

10.2.1. The proposed transferee is a person that meets Franchisor's standards of qualification then applicable with respect to all new Representatives.

10.2.2. The proposed transfer is at a price upon such terms and conditions as Franchisor deems reasonable, and Representative acknowledges that Franchisor has the right to advise a prospective transferee if the proposed sale price appears to be grossly excessive.

10.2.3. All obligations of Representative hereunder and under all other agreements between Representative and Franchisor are fully satisfied as of the effective date of the proposed transfer.

10.2.4. The proposed transferee executes the then-current form of the Representative Agreement and all exhibits, which may include a new Representative schedule based on then-existing population, demographics, and other market conditions.

10.2.5. Representative or the transferee will have paid to Franchisor the Transfer Fee, except that such fee will not be applicable in the case of a Transfer to Franchisor pursuant to section 10.4 or a Transfer to a controlled entity pursuant to section 10.5. This section will not apply in the case of a proposed Transfer to Representative's spouse and/or child(ren) or to a proposed Transfer in accordance with section 10.5, below.

10.2.6. The proposed transferee must attend Representative franchise training at Franchisor's corporate office and individual Location training at the Location and pay the then-existing training fees.

10.2.7. The Pilot Location must be upgraded, if necessary, to then-current standards and specifications.

10.2.8. Representative will execute a General Release.

10.3. Representative will notify Franchisor in writing of any proposed sale or transfer of any interest in Representative's business at least 60 days prior to such proposed sale or transfer. Said notice would set forth the name of the proposed purchaser, a description of the offered interest, an all terms and conditions of the proposed sale.

10.4. If Representative will at any time desire to assign this Agreement in connection with a bona fide third-party offer to purchase, then-Representative will promptly deliver to Franchisor a copy of the written offer, franchisor will have the right, exercisable by written notice delivered to Representative with twenty (20) days from the date of delivery of the offer to purchase Representative's rights in this Agreement for the price and on the terms and conditions contained in such offer, provided that (a) Franchisor may substitute cash for any form of payment proposed in such offer; (b) the amount of any commission or fee that would otherwise have been payable in connection with the proposed sale will be deducted from the purchase price payable by Franchisor, and (c) Franchisor will have 40 days from the date of delivery of its notice exercising its right of first refusal to prepare for closing.

If Franchisor does not exercise its right of first refusal, Representative may assign his interest in this Agreement to such purchaser pursuant to and on the terms of such offer, subject to Franchisor's approval as provided in section 10.2, provided that if the sale is not completed within One hundred and twenty (120) days after delivery of such offer to Franchisor, or if there is a material change in terms of the sale, Franchisor will again have the right of the first refusal herein provided.

10.5. If Representative wishes to affect a Transfer to a Business Organization in which Representative holds a Controlling Interest, Franchisor shall have no first right of refusal, and such transfer will not be subject to a Transfer Fee. However, if by sale or other disposition of its shares or securities, control of the Business Organization is changed at any time, the change will be considered a Transfer. Any Transfer under this section may be made only with Franchisor's consent, which will not unreasonably

be withheld, but which will be conditioned on the following. Franchisor's consent will be conditioned upon the following, without limitation:

10.5.1. The Business Organization must execute all agreements then required by Franchisor for a Business Organization franchisee.

10.5.2. All Principals of the Business Organization must personally guarantee compliance by the Business Organization with the terms and obligations of this Agreement.

10.5.3. The Principals must continue to be obligated to supervise the operation of Representative's business personally.

10.5.4. Representative must deliver to Franchisor copies of the Articles of Incorporation or Organization or similar documents of the proposed assignee certified by the appropriate governmental authority.

10.5.5. Representative will not use "PURE GREEN" or any part of variation thereof, or any other Marks in the name of the Business Organization.

10.6. In the event of death or incapacity of Representative or any Principal holding a Controlling Interest in Representative, the heirs or representatives will have six months from the date of death or incapacity to execute a then-current Representative Agreement, with the term thereof to reflect the balance left in the Term of this Agreement; or Transfer Representative's rights to a third party approved by Franchisor; or, at the request of Representative's heirs or representatives, Franchisor will act as non-exclusive agent for the sale of Representative's rights under this Agreement and the business upon terms mutually agreed upon between Franchisor and the heirs or representatives. Franchisor will be entitled to a fee, in an amount as agreed upon by the parties, in the event Franchisor provides services pursuant to this section. In order to prevent the interruption of the business, Representative authorizes Franchisor, at its option, to operate the business for so long as Franchisor deems necessary. All monies from the operation of the business during such a period of operation by Franchisor will be kept in a separate account, and the expenses of Franchisor during such a period for the operating business, including reasonable compensation of Franchisor and its employees or representatives, will be charged to such account. Representative agrees to save harmless and fully indemnify the Franchisor-Related Persons for and against all claims, losses, or actions in connection with Franchisor's operation of the business, as provided in this section.

10.7. It is further understood and agreed that in no event will Representative voluntarily mortgage, pledge, grant a security interest in or otherwise encumber this Agreement herein, the right granted hereunder, or the assets of the business contemplated hereunder, without the prior consent of Franchisor, such consent not to be unreasonably withheld.

10.8. In the event of a transfer to a third party in accordance with this section, Representative will not retain any interest in this Agreement, the rights conferred hereunder, or the assets of the business contemplated hereunder, except as agreed to in writing by Franchisor.

10.9. In no event will Representative advertise the business contemplated under this Agreement for sale without Franchisor's prior written consent, such consent not to be unreasonably withheld.

11. RESTRICTIVE COVENANTS

11.1. Representative acknowledges that the System is of considerable value and accordingly:

11.1.1. During the Term and any extension thereof, Representative will not in the Restricted Area, either individually, in partnership, or jointly or in conjunction with any Person, either as Principal, agent, or in any other manner, carry on business in competition with Franchisor or any of its franchisees, or lend money to, guarantee debts or obligations of or permit Representative's name to be used or employed by any Person whose business is competitive with or similar in nature to the operation of a Location.

11.1.2. For a two (2) year period following expiration or termination of this Agreement, and if one year is deemed by a court of competent jurisdiction to be an unenforceable period of time, then for six months following expiration or termination of this Agreement, and if six months is deemed by a court of competent jurisdiction to be an unenforceable period of time, then for three months following expiration or termination of this Agreement, Representative will not in the Restricted Area, either individually, in partnership, or jointly or in conjunction with any Person, either as Principal, agent, or in any other manner, carry on business in competition with Franchisor or any of its franchisees, or lend money to, guarantee debts or obligations of or permit Representative's name to be used or employed by any Person whose business is competitive with or similar in nature to the operation of a Location in any state encompassing the Representative.

11.2. During the Term and any extension thereof, and for a two-year period following expiration or termination of this Agreement, Representative will not be in the Restricted Area:

11.2.1. Solicit or induce for employment any person who is, at such time, employed by Franchisor or any of its franchisees; or

11.2.2. Divert or attempt to divert any business of or any customers of any Location to any other business in competition with Locations.

11.3. Representative agrees that the restrictions set forth in this section are reasonable in both time, geographic area, and scope of activity to be restrained, and do not impose a greater restraint than is reasonably necessary to protect the goodwill and other business interests of Franchisor. Accordingly, all defenses in the strict enforcement of such restrictions by Franchisor are waived.

11.4. At Franchisor's request, Representative will require and obtain the execution of covenants similar to those set forth in this section from any of Representative's personnel or employees who have received or have access to the Confidential Information.

12. TERMINATION

12.1. This Agreement and the rights conferred upon Representative hereunder may be terminated, at Franchisor's option, immediately following the occurrence of any of the following events:

12.1.1. Representative (i) makes an assignment of any interest in Representative's business for the benefit of a creditor, (ii) is judicially determined to be insolvent, or (iii) admits its inability to pay debts as they come due;

12.1.2. Representative files a petition in bankruptcy, or such a petition is filed against or consented to by Representative, all without dismissal within forty-five (45) days of filing;

12.1.3. Representative has made or makes a material misrepresentation or omission in the application for Representative rights or in any information provided to Franchisor pursuant to this Agreement or in the course of Representative's operation of the business contemplated under this Agreement;

12.1.4. Representative is convicted or pleads no contest to any crime or offense that might adversely affect the goodwill associated with the Marks or the System;

12.1.5. Representative is engaged in an action or refusal to act which endangers public health or safety;

12.1.6. Representative fails to comply with the Representative Schedule or otherwise breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after delivery of written notice explaining the breach;

12.1.7. Representative receives from Franchisor three (3) or more notices of default of this Agreement during any rolling six (6) month period, whether or not such defaults are curable or cured; or

12.1.8. Termination of any Franchise Agreement executed under this Agreement.

12.2. Upon expiration or termination of this Agreement for any reason:

- 12.2.1.** All rights of Representative hereunder will be at an end, and Representative will immediately cease to use any of the Marks, by advertising or otherwise, and will take such action as Franchisor may deem necessary or advisable to evidence the fact that Representative has ceased such use and has no further interest or rights thereunder;
- 12.2.2.** Will immediately return to Franchisor all copies of the operations manual and all brochures and other advertising materials used by or in possession of Representative, together with all materials (including inventory) bearing any of the Marks;
- 12.2.3.** Representative will cause all telephone numbers and all listings applicable to the business contemplated under this Agreement in use at the time of such termination or expiration to be transferred to Franchisor or to any other person designated by Franchisor.
- 12.2.4.** Within sixty (60) days after the expiration or earlier termination of this Agreement, an accounting between the parties will be conducted to determine the monies due by each to the other under the terms of this Agreement, or under any agreement or instrument entered into in connection with the business contemplated under this Agreement, and each of the parties agrees to promptly pay to the other, in cash, such amount as may be found to be owing by it to the other pursuant to such accounting. Representative further agrees that all fees, costs, and expenses reasonably incurred by Franchisor in connection with the termination of this Agreement will be paid by Representative and will be part of the accounting provided herein.
- 12.2.5.** Upon expiration or earlier termination of this Agreement, Representative will cease any further representation to the public that Representative is in operation under franchise from Franchisor.
- 12.2.6.** Upon expiration or earlier termination of this Agreement, Representative irrevocably appoints Franchisor as its attorney, in fact, to take any action, execute any document, or do any other act or thing (including the right to enter the Location) required to ensure that Representative's covenants are complied with.
- 12.2.7.** At the option of Franchisor (to be exercised within thirty (30) days after termination), sell to Franchisor any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory of Franchisee related to the operation of the Franchised Business, at Representative's depreciated book value.

13. NOTICES

Any notices or other communications required or permitted to be given hereunder will be in writing and will be delivered personally, by mail, or by facsimile. Either party may change his or her address by notice in writing to the other parties hereto delivered or mailed as aforesaid.

Notices or other communications will be deemed to have been received when delivered, or if mailed, will be deemed delivered five (5) business days after mailing.

14. OTHER PROVISIONS

- 14.1.** All obligations of Franchisor or Representative which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration until they are ratified or by their nature expire. Without limiting the generality of the foregoing, sections 9.3 and 11.1, and Articles 13 and 14 will continue in full force and effect to the fullest extent necessary.
- 14.2.** Representative represents and warrants that, except as disclosed in writing to Franchisor, neither Representative nor any Business Organization in which Representative has held a Controlling Interest has been a party to any legal proceedings within the last five (5) years.
- 14.3.** Representative covenants that he has had the opportunity to obtain legal counsel and is entering into this Agreement freely and voluntarily. Representative appreciates the risks inherent in any business enterprise and further appreciates that as long as Franchisor performs its obligations under this Agreement, Representative will be solely responsible for the success or failure of the business enterprise contemplated hereby. This Agreement supersedes all previous agreements and understandings between the parties relating to the matters covered by this Agreement, and Franchisor and its representatives have made no representations, warranties, inducements, agreements, or promises other than those set forth herein.
- 14.4.** No waiver of Representative's obligations or the rights of Franchisor will occur as a result of any condoning, excusing, overlooking, or delay by Franchisor in respect of any breach by Representative, other than an express waiver in writing, duly executed on behalf of Franchisor.
- 14.5.** Representative will, during and after the Term and any renewal term, indemnify and defend the Franchisor-Related Persons and hold them harmless from and against any and all loss, damage or liability and reasonable costs and expenses in connection therewith incurred by any of the Franchisor-Related Persons as a result of any violation of this Agreement or any acts or omissions by Representative, or any of its agents or employees.
- 14.6.** This Agreement will be construed and interpreted in accordance with the laws of the State of New York, and the parties irrevocably consent to personal jurisdiction in the federal and state courts located within the State of New York.
- 14.7.** All words in this Agreement will be deemed to include any number or gender as the context and the sense of this Agreement requires.
- 14.8.** Time will be of the essence of this Agreement.

- 14.9.** Notwithstanding any other provision of this Agreement, if Representative fails to pay to Franchisor as and when due any sums of money, Franchisor may, at its election, deduct any and all such sums remaining unpaid from any monies or credit due to Representative. Representative will not withhold payment of any amounts due to Franchisor, its affiliates, or subsidiaries.
- 14.10.** The rights of Franchisor hereunder are cumulative, and no exercise or enforcement by Franchisor of any right or remedy will be exclusive of any other right or remedy permitted hereunder, or which Franchisor is otherwise entitled by law to enforce.
- 14.11.** Each provision of this Agreement is declared to constitute a separate and distinct covenant and to be severable from all other such separate and distinct covenants. If any covenant or provision herein contained is determined to be void or unenforceable, in whole or in part, such determination will not affect or impair the validity or enforceability of any other covenants or provisions contained in this Agreement, and the remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 14.12.** The headings of this Agreement are inserted for convenience of reference only and will not affect the construction or intent of this Agreement.
- 14.13.** The parties will execute and deliver such further and other documents and instruments and do such further acts or things as may be necessary or desirable in order to give full effect to this Agreement.

This Agreement and all related agreements executed simultaneously with this Agreement constitute the entire understanding of the parties and supersede any and all prior oral or written agreements between you and us on the matters contained in this Agreement, but nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you.

- 14.14.** Any modifications to this Agreement must be in writing signed by the parties, except for such modifications as may be required by law, which will be deemed to be made to this Agreement without any further action by the parties.
- 14.15.** Except as provided herein, any controversy or claim arising out of or relating to this Agreement or its breach or the franchise relationship created by this Agreement including, without limitation, any claim that this Agreement or any part thereof is invalid, illegal, or otherwise voidable or void, as well as all civil claims based on public policy and federal, state and local statutes, regulations and ordinances (including claims based on federal, state or local laws pertaining to granting or establishing franchises and deceptive and unfair trade practices), will be submitted to arbitration for determination by one arbitrator chosen from a list of impartial arbitrators supplied by the American Arbitration Association and in accordance with the commercial arbitration rules of the American Arbitration

Association (“AAA”). The arbitration will be conducted within the State of New York under New York law and only on an individual and not a class-wide basis. Excepted from this arbitration provision will be any claim related to Representative’s use of the Marks and/or violation of the non-compete covenants in section 11, and requests by either party for temporary restraining orders, preliminary or permanent injunctions, or other procedures in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by the court to preserve the status quo or prevent irreparable injury. Judgment upon an arbitration award may be entered in any court having competent jurisdiction and will be binding, final, and non-appealable.

14.16. If any provision of this Agreement violates any applicable federal or state law or regulation, then such law or regulation will apply and be deemed substituted for the conflicting provision of this Agreement.

14.17. This Agreement may be signed by the parties hereto in several counterparts, all of which together will form one and the same instrument, and each of which so signed will be deemed to be an original.

14.18. This Agreement will not be binding upon Franchisor unless and until it has been executed by an authorized officer of Franchisor.

The parties are signing this Agreement on the dates below, to be effective as of the Effective Date on the Summary Page, notwithstanding its actual date of execution.

PURE GREEN FRANCHISE CORP:

REPRESENTATIVE:

By:

By:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Representative Schedule

Representative's responsibilities for development of PURE GREEN Locations within the Representative Area set forth below:

The following Representative Schedule reflects the number of Locations that must be developed in addition to the Pilot Location:

Year	Number of Locations to be Developed	Cumulative Number of Locations in the Representative Area
One		
Two		
Three		
Four		
Five		
Six		
Seven		
Eight		
Nine		
Ten		

PURE GREEN FRANCHISE CORP:

REPRESENTATIVE:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
General Release Language

1. **Release – General Provisions.** Representative and each of its Principals, and all Affiliates of either of them, on their own behalf and on behalf of their respective successors, assigns, and anyone claiming through or under them (collectively referred to as the “Releasing Parties”), hereby waive, release, acquit, and forever discharge each and all of the Franchisor-Related Persons of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, liabilities, claims, demands, damages, losses or expenses, of any nature whatsoever, known or unknown, fixed or contingent, which they have, or may hereafter have, against the Franchisor-Related Persons, individually or collectively, including all matters, causes or things whatsoever, that were or have been, or could have in any way been alleged in any pleadings filed in any suit or arbitration (the “Claims”).

2. Without limiting the generality of subparagraph 1 above, the Releasing Parties intend this release, as it pertains to Claims by them or to anyone claiming through or under them, to cover, encompass, relinquish, and extinguish all Claims against the Franchisor-Related Persons, including, but not limited to, all Claims arising from any misrepresentation in or omission from any disclosure document received by Representative or any of its Affiliates or Principals, or from a violation of the Sherman Antitrust Act, the Federal Trade Commission Act, the Federal Trade Commission Trade Regulation Rule entitled *Disclosure Requirements and Prohibitions Concerning Franchising* (16 C.F.R. 436), any amendment or successor to any of the foregoing statutes or regulations, or any other federal or state (including, without limitation, the state in which Representative’s principal office is located and the state in which Representative was organized) securities, franchise, business opportunity, antitrust, consumer protection, or unfair or deceptive trade practices law or regulation.

3. The Releasing Parties expressly acknowledge and agree that the Claims each of them is releasing include any and all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, accrued or contingent, intentional or unintentional, and liquidated or unliquidated. The Releasing Parties specifically waive the protection afforded by any statute or law in any jurisdiction, the purpose, substance, or effect of which is to provide that a general release does not extend to claims, material or otherwise, which do not exist or which the person giving the release does not know or suspect to exist at the time of executing the release. The Releasing Parties intend for this release to be as broad as is permitted by law and unqualifiedly general in scope and effect and that any Claims against any of the Franchisor-Related Persons are hereby forever canceled and forgiven.

4. **Risk of Mistake.** The Releasing Parties expressly assume the risk of any mistake of fact or fact of which they may be unaware or that the true facts may be other than any facts now known or believed to exist by them, and it is their intention to settle forever, adjust and compromise any and all present and future disputes with respect to all matters from the beginning of time to the date of this document, finally and forever, and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Releasing Parties are intended to constitute a full, complete, unconditional, and immediate substitution for any and all rights, claims, demands, and causes

of action that exist, or might have existed, on the date of this release. The Releasing Parties represent and warrant that they have made such independent investigation of the facts, law, and otherwise pertaining to all matters discussed, referred to, or released in or by this release as the Releasing Parties, in their independent judgment, believe necessary or appropriate. The Releasing Parties have not relied on any statement, promise, or representation, whether of fact or law or lack of disclosure of any fact or law, by the Franchisor-Related Persons or anyone else, not expressly set forth herein, in executing this document and the related releases.

5. **No Assignment or Transfer of Interest.** The Releasing Parties represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Releasing Parties may have against any or all of the Franchisor-Related Persons, all Claims having been fully and finally extinguished, and the Releasing Parties shall forever indemnify and hold the Franchisor-Related Persons harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any of the Franchisor-Related Persons as a result of any Person asserting any interest in any of the Claims or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer, or otherwise. It is the intention of the parties that this indemnity does not require payment by any of the Franchisor-Related Persons as a condition precedent to recovery against the Releasing Parties under this indemnity.

6. **Attorney Fees.** If the Releasing Parties, or any Person acting for or on behalf of, the Releasing Parties or claiming to have received, by assignment or otherwise, any interest in any of the Claims, commence, join in, or in any manner seek relief through any suit or other legal or equitable proceeding arising out of, based upon or relating to any of the Claims released hereunder, or in any manner asserts against all or any of the Franchisor-Related Persons any of the Claims released hereunder, the Releasing Parties shall pay all attorney fees and other costs incurred by any of the Franchisor-Related Persons in defending or otherwise responding to said suit or assertion, directly to the Franchisor-Related Persons incurring such costs.

7. **Date of Releases; Joint and Several Liability.** The releases granted hereunder will be deemed effective as to each of the Releasing Parties as of the date this document is signed by each of the Releasing Parties. The liabilities and obligations of each of the Releasing Parties (and any other Person providing releases to the Franchisor-Related Persons) will be joint and several.

8. In this document, the term "**Franchisor-Related Persons**" means Franchisor and each and all of the following, whether past, current, or future: persons acting through, in concert with Franchisor, or as affiliates of Franchisor or of any of the foregoing; partners, members, shareholders, officers, directors, agents, attorneys, accountants, and employees of Franchisor or any of the foregoing; and predecessors, successors, or assigns of Franchisor or any of the foregoing. The word "**person**" includes individuals, corporations, limited liability companies, or partnerships of any kind, unincorporated associations, joint ventures, governments, governmental bodies or agencies, commissions, estates, trusts, charitable organizations, and all other entities and organizations of any kind.

9. **Defined Terms.** Capitalized words that are not defined in this document are used as defined in the Representative Agreement between Representative and Franchisor.

PURE GREEN FRANCHISE CORP:

REPRESENTATIVE:

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

_____, individually

_____, individually



EXHIBIT B. RESTRICTIVE COVENANT AGREEMENT

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT, by and between, _____ (**Area Representative**), a [corporation] [partnership] [limited liability company] organized under the laws of the State of _____, and _____ (**Covenantor**), an individual resident of the State of _____,

WITNESSETH:

WHEREAS, pursuant to that certain Area Representative Agreement dated _____ (the **Area Representative Agreement**), Pure Green Franchise Corp (**Franchisor**) granted Area Representative the right to operate a Pure Green Area Representative Business (the **Franchise**), using Franchisor's unique Area Representative system and Franchisor's trade name and service mark Pure Green and other proprietary marks; and

WHEREAS, Covenantor is the owner (or spouse of the owner) of the Area Representative.

WHEREAS, Franchisor has expended substantial amounts of time and money in developing the Marks (as hereinafter defined) and Franchisor's distinctive franchise system, including, without limitations, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, and procedures for the efficient operation of a Pure Green Area Representative and franchise, all of which Covenantor acknowledges to be confidential and proprietary information; and

WHEREAS, in connection with the operation of the Franchise, Covenantor will have access to such confidential and proprietary information; and

WHEREAS, as a condition precedent to the grant herein to Area Representative, all shareholders, officers, partners, or members of Area Representative must execute the covenants contained herein;

NOW, THEREFORE, as additional consideration and inducement for granting the Area Representative franchise to the Area Representative, Covenantor hereby agrees and covenants to Area Representative as follows:

1. Confidentiality. Covenantor acknowledges the proprietary and confidential nature of Franchisor's operations manual, which Area Representative has received on loan from Franchisor, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, client or referral lists, procedures for the efficient operation of a Pure Green Area Representative and franchise, and any other methods, procedures, processes, techniques, information, knowledge, or know-how concerning Franchisor's franchise system, in particular, that may not be commonly known to the public or to Franchisor's or Area Representative's competitors and that Franchisor or Area Representative has identified or may identify as proprietary and confidential information (**Trade Secrets**). Covenantor shall use such Trade Secrets solely for Pure Green benefit and shall not, during the term of the Area Representative Agreement or at any time thereafter,

communicate, divulge, or use any Trade Secrets to or for the benefit of any other person, entity, or organization.

2. Proprietary Marks. Covenantor acknowledges Franchisor's right, title, and interest in and to the service mark Pure Green®, Pure Green Systems, Franchisor's stylized design, and certain other proprietary service marks, logos, symbols, and trade names presently used by Franchisor or that Franchisor may hereafter use or provide for use by Area Representative, and the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in Franchisor's franchise system (the Marks). Covenantor further acknowledges that any use of the Marks outside the scope of the Area Representative Agreement without Franchisor's prior written consent would be an infringement of Franchisor's rights in the Marks. Covenantor expressly covenants that he/she shall not, directly or indirectly, commit an act of infringement or contest, or aid in contesting, the validity or ownership of the Marks or take any other action in derogation thereof during the term of the Area Representative Agreement or after the expiration or termination thereof.

3. Non-solicitation. Covenantor covenants that he/she shall not, during the term of the Area Representative Agreement and for a continuous and uninterrupted period commencing upon the expiration or termination of the Area Representative Agreement (regardless of the cause for termination) and continuing for the periods indicated below, either directly or indirectly, for him/herself or through, on behalf of, or in conjunction with, any person, entity or organization:

(a) for a period of two (2) years, divert or attempt to divert any business or client of Area Representative's business, or of any other Area Representative of Franchisor, to any competitor or to Covenantor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that may be injurious or prejudicial to the goodwill associated with the Marks and Franchisor's Area Representative system; or

(b) for a period of two (2) years, employ or seek to employ any person who is at that time employed by Area Representative, Franchisor or any other Area Representative of Franchisor, or otherwise directly or indirectly attempt to induce such person to leave his or her employment.

4. Non-competition. Covenantor covenants that, during the term of the Area Representative Agreement and for a continuous and uninterrupted period commencing upon the expiration or termination of the Area Representative Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, directly or indirectly, for him/herself or through, on behalf of, or in conjunction with any person, entity or organization, own, maintain, operate, engage in, or have any interest in, any business offering core products including handcrafted and made-to-order smoothies, handcrafted and made-to-order acai and pitaya bowls, cold-pressed juice and cold-pressed shots. The additional product includes some third-party snacks, oatmeal bowls, and third-party beverages that had been offered by the Area Representative Business, within fifty (50) miles of any Pure Green Area Representative business or Pure Green unit business. This restriction shall not apply to the beneficial ownership by Covenantor of less than five percent (5%) of the outstanding equity securities of any corporation whose securities are registered under the Securities and Exchange Act of 1934.

5. Remedies. Covenantor acknowledges that his/her violation of any of the covenants contained in this Agreement would result in irreparable injury to Franchisor and Area Representative, for which no adequate remedy at law may be available, and accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorney fees incurred by Franchisor and/or Area Representative in obtaining, an injunction enjoining any conduct by Covenantor prohibited by the terms of this Agreement. This remedy shall be in addition to any and all other remedies that may be available to Franchisor or Area Representative.

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

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

8. Construction. The parties agree that this Agreement shall be deemed to have been entered into in and shall be governed by and construed in accordance with the laws of the State of New York.

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

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

11. Franchisor Third-Party Beneficiary. Covenantor and Area Representative acknowledge and intend that the covenants contained in this Agreement shall directly benefit Franchisor, who shall be a third-party beneficiary thereof, entitled to enforce the provisions thereof in Franchisor's own name without Area Representative as a party in any action filed for such purpose, and shall further be entitled to all remedies provided in Section 5 hereof.

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

“
Date: _____

AREA REPRESENTATIVE:
By: _____
Its: _____

Date: _____

COVENANTOR



EXHIBIT C. POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER
TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER

The undersigned Pure Green franchisee (**Assignor**) does hereby irrevocably constitute and appoint Pure Green Franchise Corp, a New York limited liability company (**Assignee**), the true and lawful attorney-in-fact and agent for Assignor and in Assignor's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Assignee, may be necessary or advisable for the sole purpose of assigning to Assignee or Assignee's designee all of Assignor's right, title and interest in and to any and all telephone numbers of Assignor's Pure Green Franchised Business and all related Yellow Pages, White Pages and other business listings, including but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone services for Assignor, hereby granting unto Assignee full power and authority to do and perform any and all acts and things which, in the sole discretion of Assignee, are necessary or advisable to be done as fully to all intents and purposes as Assignor might or could itself do, hereby ratifying and confirming all that Assignee may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

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

This power of Attorney will terminate two (2) years following the expiration or termination of that certain Area representative agreement dated evenly herewith by and between Assignee and Assignor. Such termination, however, will not affect the validity of any act or deed that Assignee may have affected prior to such date pursuant to the powers herein granted.

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

ASSIGNOR (Franchisee):

By:

[Name of Franchisee]

Its: _____
STATE OF _____, COUNTY OF _____, Ss.

Acknowledged and subscribed before me, a
Notary Public in and for said County and

State, this _____ day of

_____.

NOTARY PUBLIC



EXHIBIT D. FRANCHISEE DISCLOSURE QUESTIONNAIRE

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you are aware, you are preparing to enter into an Area representative agreement with Pure Green Franchise Corp Pure Green (**Franchisor**) for the operation of a Pure Green franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you, either orally or in writing, that Franchisor has not authorized, and that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed the Area Representative Agreement and each exhibit attached to it?

YES _____ NO _____

2. Do you understand all of the information contained in the Area Representative Agreement and each exhibit attached to it?

YES _____ NO _____

If "No," what parts of the Area Representative Agreement do you NOT understand? (Attach additional pages if necessary.)

3. Have you received a copy of the Area Representative Agreement you are to execute with all the blanks completed?

YES _____ NO _____

If so, on what date did you receive the completed Area Representative Agreement?

Date: _____

4. Have you received and personally reviewed the Pure Green franchise disclosure document?

YES _____ NO _____

On what date did you receive the franchise disclosure document?

Date: _____

5. Did you sign a receipt for the franchise disclosure document, indicating the date you received it?

YES _____ NO _____

6. Do you understand all of the information contained in the franchise disclosure document?

YES _____ NO _____

If "No," what parts of the franchise disclosure document do you NOT understand? (Attach additional pages if necessary.)

7. Have you discussed the benefits and risks of investing in and operating a Pure Green franchise with an attorney, accountant, or another professional advisor?

YES _____ NO _____

If not, did you have the opportunity to do so?

YES _____ NO _____

8. Do you understand the risks of investing in and operating a Pure Green franchise?

YES _____ NO _____

9. Do you understand that the success or failure of your Pure Green franchise will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors?

YES _____ NO _____

NOTE: Questions 10 through 17 do NOT relate to the information you may have been given directly by any franchisees of Franchisor.

10. Has any employee or other person speaking on behalf of Franchisor made any written or oral statement or promise regarding the actual revenue, profits, or operating costs of a Pure Green franchise?

YES _____ NO _____

11. Has any employee or other person speaking on behalf of Franchisor made any written or oral statement or promise regarding the amount of money you may earn operating a Pure Green franchise?

YES _____ NO _____

12. Has any employee or other person speaking on behalf of Franchisor made any written or oral statement or promise regarding the amount of revenue your Pure Green franchise will generate?

YES _____ NO _____

13. Has any employee or other person spoken on behalf of Franchisor made any written or oral statement or promise regarding the costs you may incur in operating a Pure Green franchise?

YES _____ NO _____

14. Has any employee or other person speaking on behalf of Franchisor made any written or oral statement or promise regarding the costs you may incur in opening or operating a Pure Green franchise that is contrary to or different from the information contained in the franchise disclosure document?

YES _____ NO _____

15. Has any employee or other person spoken on behalf of Franchisor made any written or oral statement or promise regarding the likelihood of success that you should or might expect to achieve from operating a Pure Green franchise?

YES _____ NO _____

16. Has any employee or other person speaking on behalf of Franchisor made any written or oral statement, promise, or agreement regarding the advertising, marketing, training, support services, or assistance that Franchisor will furnish to you that is contrary to or different from the information contained in the franchise disclosure document?

YES _____ NO _____

17. Has any employee or other person speaking on behalf of Franchisor made any written or oral statement, promise, or agreement regarding any other aspect of a Pure Green franchise that is contrary to or different from the information contained in the franchise disclosure document?

YES _____ NO _____

If you have answered "Yes" to any of Questions 10 through 17, please provide a full explanation of your answer in the following space (attach additional pages if necessary and refer to them in the space below). If you have answered "No" to each of the Questions 10 through 17, please leave the following space blank.

You understand that your answers are important to us and that we will rely on them in entering into the Area Representative Agreement with you.

NOTHING CONTAINED HEREIN IS INTENDED TO OR SHALL ACT AS A RELEASE, ESTOPPEL OR WAIVER OF ANY LIABILITY INCURRED UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

By signing below, you represent that you have responded truthfully to the above questions.

Date: _____

—

Prospective Franchisee



EXHIBIT E. RELEASE OF CLAIMS

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

RELEASE OF CLAIMS

The undersigned Franchisee and Principals, for themselves and for their agents, employees, legal representatives, heirs and assigns, and the successors, heirs and assigns of each of them, hereby release Pure Green Franchise Corp, a New York Corporation ("Franchisor"), its shareholders, directors, officers, employees, agents, legal representatives, insurers, successors and assigns (the "Released Parties"), from any and all debts, claims, demands, damages, losses, liabilities, rights, actions, causes of action, expenses, contracts, obligations, promises, judgments, awards and suits of any kind whatsoever ("Claims") that the undersigned may now have against any of the Released Parties arising from any right, duty, or obligation granted or imposed by the Area representative agreement or by the sale of the franchise granted thereunder, including, by way of illustration and not limitation, any misrepresentations in or omissions from the franchise disclosure document received by Franchisee, any act or omission that may constitute a violation of the Federal Trade Commission rule relating to Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures, 16 CFR 436, or any amendment or successor thereto, and claims or causes of action arising under any state statute.

The undersigned expressly acknowledge and agree that the Claims are intended to and do include any and all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, accrued or contingent, intentional or unintentional, and liquidated or unliquidated, that they may have against any of the Released Parties up to and including the date hereof. The undersigned further acknowledge and agree that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to the Claims, and they agree that, in such event, this Release shall nevertheless be and remain in full force and effect and be binding in all respects, regardless of such different or additional facts or the discovery thereof.

The undersigned acknowledge and represent that they have consulted independent legal counsel, or knowingly waive the opportunity to be represented by independent legal counsel, in connection with their review and execution of this Release, that they have read and understood the terms of this Release, and that they sign the same willingly and without undue influence or coercion.

Notwithstanding the above, nothing contained herein shall act as a release, estoppel, or waiver of any claim or liability arising under the California Franchise Relations Act, Illinois Franchise Disclosure Act, Indiana Franchise Disclosure Law, Indiana Deceptive Franchise Practices Law, Maryland Franchise Registration, and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota Franchise Investment Law, New York State Franchise Sales Act, Rhode Island Franchise Investment Protection Act, South Dakota Franchise Act, Virginia Retail Franchising Act, Washington Franchise Investment Protection Act, Wisconsin Franchise Investment Law, or Wisconsin Fair Dealership Law.

The Releasing Parties expressly assume the risk of any mistake of fact or fact of which they may be unaware or that the true facts may be other than any facts now known or believed to exist by them, and it is their intention to settle forever, adjust and compromise any and all present and future disputes with respect to all matters from the beginning of time to the date of this

document, finally and forever, and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Releasing Parties are intended to constitute a full, complete, unconditional, and immediate substitution for any and all rights, claims, demands, and causes of action that exist, or might have existed, on the date of this release. The Releasing Parties represent and warrant that they have made such independent investigation of the facts, law, and otherwise pertaining to all matters discussed, referred to, or released in or by this release as the Releasing Parties, in their independent judgment, believe necessary or appropriate. The Releasing Parties have not relied on any statement, promise or representation, whether of fact or law or lack of disclosure of any fact or law, by the Franchisor-Related Persons or anyone else, not expressly set forth herein, in executing this document and the related releases.

The Releasing Parties represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Releasing Parties may have against any or all of the Franchisor-Related Persons, all Claims having been fully and finally extinguished, and the Releasing Parties shall forever indemnify and hold the Franchisor-Related Persons harmless from any liability, claims, demands, damages, losses, costs, expenses or legal fees incurred by any of the Franchisor-Related Persons as a result of any Person asserting any interest in any of the Claims or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer, or otherwise. It is the intention of the parties that this indemnity does not require payment by any of the Franchisor-Related Persons as a condition precedent to recovery against the Releasing Parties under this indemnity.

The releases granted hereunder will be deemed effective as to each of the Releasing Parties as of the date this document is signed by each of the Releasing Parties. The liabilities and obligations of each of the Releasing Parties (and any other Person providing releases to the Franchisor-Related Persons) will be joint and several.

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date(s) below.

FRANCHISEE:

Date: _____

By: _____

Its: _____

Date: _____

_____, individually

Date: _____

_____, individually

Date: _____

_____, individually



EXHIBIT F. STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF
PROCESS

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

STATE FRANCHISE REGULATORS

<p>California Department of Business Oversight 2101 Arena Boulevard Sacramento, CA 95834 1-866-275-2677</p>	<p>Office of the Attorney General (517) 373-7117 Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465</p>	<p>Minnesota Department of Commerce Registration Division 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-4026</p>
<p>Connecticut Securities & Business Investments Division Department of Banking 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230</p>	<p>Indiana Indiana Securities Division 302 West Washington Street Room E111 Indianapolis, IN 46204 (317) 232-6681</p>	<p>Nebraska Dept. of Banking & Finance 1200 N Street, Suite 311 P.O. Box 95006 Lincoln, NE 68509 (402) 471-3445</p>
<p>Florida Dept. of Agriculture and Consumer Services Division of Consumer Services 227 N. Burrough Street City Centre Building, 7th Floor Tallahassee, FL 32301 (904) 922-2770</p>	<p>Kentucky Office of the Attorney General Consumer Protection Division P.O. Box 2000 Frankfort, KY 40602-2000 (502) 573-2200</p>	<p>New York New York Department of Law Division of Public Advocacy Investor Protection & Securities Bureau 120 Broadway, 23rd Floor New York, NY 10271-0332 (212) 416-8000</p>
<p>Georgia Governor's Office of Consumer Affairs 2 Martin Luther King, Jr. Drive SE 356 West Tower Atlanta, GA 30334-4600 (404) 651-8600</p>	<p>Louisiana Office of the Attorney General Consumer Protection Section PO Box 94005 Baton Rouge, LA 70804-9005 (225) 326-6460</p>	<p>North Carolina Department of the Secretary of State Securities Division 300 N. Salisbury Street Raleigh, NC 27603-5909 (919) 733-3924</p>
<p>Hawaii Dept. of Commerce & Consumer Affairs Business Registration Division 1010 Richards Street Honolulu, HI 96813 (808) 586-2021</p>	<p>Maryland Office of the Attorney General Securities Division 200 Saint Paul Place Baltimore, MD 21202-2020 (410) 576-6360</p>	<p>North Dakota North Dakota Securities Department State Capitol, Fifth Floor 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712</p>
<p>Illinois</p>	<p>Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913</p>	<p>Rhode Island</p>

Department of Business
Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building
69-1
Cranston, RI 02910
(401) 462-9587

South Carolina
Secretary of State
1205 Pendleton Street
525 Edger Brown Building
Columbia, SC 29201
(803) 734-1958

South Dakota
Dept. of Labor and
Regulations
Division of Securities
124 S. Euclid, Suite 104
Pierre, SD 57501
(605) 773-48233

Texas
Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(513) 475-1769

Utah
Department of Commerce
Division of Consumer
Protection
160 East 300 South
P.O. Box 45804
Salt Lake City, UT 84145-0804
(801) 530-6601

Virginia
State Corporation Commission
Division of Securities & Retail
Franchising

1300 East Main Street, 9th
Floor
Richmond, VA 23219
(804) 371-9276
Washington
Department of Financial
Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Department of Financial
Institutions
Division of Securities
345 West Washington
Avenue, 4th Floor
Madison, WI 53703
(608)266-1064

AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Business Oversight
2101 Arena Boulevard
Sacramento, CA 95834

Hawaii
Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana
Administrative Office of the Secretary of
State
201 State House
Indianapolis, IN 46204

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

Minnesota
Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198

New York
New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor

Albany, NY 12231-0001
(518) 473-2492

North Dakota
Securities Commissioner
5th Floor, 600 East Boulevard
Bismarck, ND 58505-0510

Rhode Island
Dept. of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910

South Dakota
Division of Securities
Dept. of Labor and Regulations
124 S. Euclid Suite 104
Pierre, SD 57501

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

Washington
Director of Dept. of Financial Institutions
Security Division
150 Israel Rd SW
Tumwater WA 98501

Wisconsin
Commissioner of Securities
101 East Wilson Street
Madison, WI 53703



EXHIBIT G. LIST OF FRANCHISEES

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

Pure Green Area Representative Franchisees as of
December 31, 2020

State	City	Address	Name	Telephone
FL	Orlando	4353 Edgewater Dr, Orlando, FL 32804	Peter DiPasqua	(407) 644-8578
IL	Chicago	2344 N Lincoln Avenue, Chicago, IL 60614	Phil Mesi Jr	312-907-8896



EXHIBIT H. LIST OF FRANCHISEES THAT LEFT THE SYSTEM
TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

There were no Franchisees who left the system during the most recently completed fiscal year or who have not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

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



EXHIBIT I. FINANCIAL STATEMENTS

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

The franchisor has not been in business for three years or more; and, therefore, cannot include all financial statements required.

PURE GREEN FRANCHISE CORP.

(a New York corporation)

Financial Statements

For the calendar year ended December 31, 2020



April 28, 2021

To: Board of Directors, PURE GREEN FRANCHISE CORP.
Attn: Ross Franklin
Re: 2020 Financial Statement Audit

We have audited the accompanying consolidated financial statements of PURE GREEN FRANCHISE CORP. (a corporation organized in New York) (the "Company"), which comprise the balance sheet as of December 31, 2020, and the related statements of operations, shareholder equity, and cash flows for the calendar year period thus ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit of the Company's financial statements in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2020, and the results of its operations, shareholder equity and its cash flows for the calendar year period thus ended in accordance with accounting principles generally accepted in the United States of America.

Sincerely,



IndigoSpire CPA Group

IndigoSpire CPA Group, LLC
Aurora, Colorado

PURE GREEN FRANCHISE CORP.
BALANCE SHEET
As of December 31, 2020
See Independent Auditor's Report and Notes to the Financial Statements

ASSETS	<u>2020</u>
Current Assets	
Cash and cash equivalents	\$ 897,402
Other receivables	5,970
Prepaid expenses	12,290
Other current assets	<u>384,980</u>
Total current assets	1,300,642
Furniture and equipment, net of accumulated depreciation	417,883
Total Assets	<u>\$ 1,718,525</u>
 LIABILITIES AND SHAREHOLDER'S EQUITY	
Current Liabilities	
Accounts payable and accrued expenses	<u>\$ 394,947</u>
Total Current Liabilities	394,947
Unearned franchise fee	60,000
Loans payable	739,895
SAFE notes	1,435,000
Total Liabilities	<u>2,629,842</u>
 SHAREHOLDER'S EQUITY	
Common Stock (150,000,000 shares authorized of \$0.001 par value stock, 100,000 shares issued and outstanding)	100
Additional paid-in capital	112,237
Retained earnings	<u>(1,023,655)</u>
Total Shareholders' Equity	<u>(911,318)</u>
Total Liabilities and Shareholder's Equity	<u>\$ 1,718,525</u>

PURE GREEN FRANCHISE CORP.
STATEMENT OF OPERATIONS
For the calendar year ended December 31, 2020
See Independent Auditor's Report and Notes to the Financial Statements

	2020
Revenues	\$ 1,088,655
Less: Cost of goods sold	394,532
Gross profit	754,123
Operating expenses	
General and administrative	719,745
Rent	224,869
Professional fees	282,401
Utilities	47,842
Sales and marketing	194,429
Total operating expenses	1,469,285
Net Operating Income (Loss)	(775,163)
Depreciation (expense)	(5,157)
Amortization (expense)	(48,872)
Tax provision (benefit)	-
Net Income (Loss)	\$ (829,192)

PURE GREEN FRANCHISE CORP.
STATEMENT OF SHAREHOLDER EQUITY/DEFICIT
For the calendar year ended December 31, 2020
See Independent Auditor's Report and Notes to the Financial Statements

	Common Stock	Additional Paid- In Capital	Retained Earnings	Total Shareholder Equity
Balance as of January 1, 2020	\$ 100	\$ 15,710	\$ (194,463)	\$ (178,753)
Capital contributions		96,527		96,527
Net income (loss)			(829,192)	(829,192)
Balance as of December 31, 2020	\$ 100	\$ 112,237	\$ (1,023,655)	\$ (911,318)

PURE GREEN FRANCHISE CORP.
STATEMENT OF CASH FLOWS
For the calendar year ended December 31, 2020
See Independent Auditor's Report and Notes to the Financial Statements

	2020
Operating Activities	
Net Income (Loss)	\$ (829,192)
Adjustments to reconcile net income (loss) to net cash provided by operations:	
Add back: Depreciation and amortization	54,029
Changes in operating asset and liabilities:	
(Increase) Decrease in other current assets	(398,331)
Increase (Decrease) in accounts payable and accrued expenses	104,147
Increase (Decrease) in unearned franchise fee	60,000
Net cash used in operating activities	(1,009,347)
Investing Activities	
Purchase of equipment	(86,338)
Net cash used in operating activities	(86,338)
Financing Activities	
Proceeds from loans	442,084
Proceeds from SAFE notes	1,435,000
Proceeds from capital contributions	96,527
Net change in cash from financing activities	1,973,611
Net change in cash and cash equivalents	877,926
Cash and cash equivalents at beginning of period	19,476
Cash and cash equivalents at end of period	\$ 897,402

PURE GREEN FRANCHISE CORP.
NOTES TO FINANCIAL STATEMENTS
See Independent Auditor's Report
For Periods Ending December 31, 2020

NOTE 1 – NATURE OF OPERATIONS

PURE GREEN FRANCHISE CORP. (which may be referred to as the “Company”, “we,” “us,” or “our”) was incorporated in New York on August 19, 2019. The Company operates and franchises a cold-pressed juice company whose mission is to build healthier communities across the globe by connecting customers with superfood.

In 2020, the Company acquired Pure Green NYC 10th Street Corp., Pure Green NYC 8th Street Corp., Pure Green NYC 45th Street Corp., Pure Green NYC 62nd Street Corp. and Pure Green NYC Boerum Place Corp. in a contribution agreement with its founder and chief executive, Mr. Ross Franklin.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America ("US GAAP"). In the opinion of management, all adjustments considered necessary for the fair presentation of the financial statements for the years presented have been included.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make certain estimates and assumptions that affect the amounts reported in the financial statements and footnotes thereto. Actual results could materially differ from these estimates. It is reasonably possible that changes in estimates will occur in the near term.

Significant estimates inherent in the preparation of the accompanying financial statements include valuation of provision for refunds and chargebacks, equity transactions and contingencies.

Risks and Uncertainties

The Company's business and operations are sensitive to general business and economic conditions in the United States and other countries that the Company operates in. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include recession, downturn or otherwise, local competition or changes in consumer taste. These adverse conditions could affect the Company's financial condition and the results of its operations. Additionally, in 2020, the Company faces economic uncertainty due to the COVID-19 pandemic.

Concentration of Credit Risk

The Company maintains its cash with a major financial institution located in the United States of America, which it believes to be credit worthy. The Federal Deposit Insurance Corporation insures balances up to \$250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Cash and Cash Equivalents

The Company considers short-term, highly liquid investment with original maturities of three months or less at the time of purchase to be cash equivalents. Cash consists of funds held in the Company's checking account. As of December 31, 2020, the Company had \$897,402 of cash on hand.

Fixed Assets

Property and equipment is recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is provided using the straight-line method, based on useful lives of the assets which range from three to fifteen years. The Company had \$417,883 of net fixed assets as of December 31, 2020.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors.

Fair Value Measurements

Generally accepted accounting principles define fair value as the price that would be received to sell an asset or be paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price) and such principles also establish a fair value hierarchy that prioritizes the inputs used to measure fair value using the following definitions (from highest to lowest priority):

- Level 1 – Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 – Observable inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data by correlation or other means.
- Level 3 – Prices or valuation techniques requiring inputs that are both significant to the fair value measurement and unobservable.

Income Taxes

Income taxes are provided for the tax effects of transactions reporting in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between the basis of receivables, inventory, property and equipment, intangible assets, and accrued expenses for financial and income tax reporting. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Any deferred tax items of the Company have been fully valued based on the determination of the Company that the utilization of any deferred tax assets is uncertain.

The Company complies with FASB ASC 740 for accounting for uncertainty in income taxes recognized in a company's financial statements, which prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax

return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. FASB ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. Based on the Company's evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Company's financial statements. The Company believes that its income tax positions would be sustained on audit and does not anticipate any adjustments that would result in a material change to its financial position.

Revenue Recognition

Sales Income - During 2019, the company adapted the provision of ASU 2014-09 Revenue from Contracts with Customers ("ASC 606").

ASC 606 provides a five-step model for recognizing revenue from contracts:

- Identify the contract with the customer
- Identify the performance obligations within the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations
- Recognize revenue when (or as) the performance obligations are satisfied

The Company's principally earns revenue with the sales of its retail products at the time of sale.

Additionally, the Company receives franchise fees from franchisees. In 2020, the Company executed two franchise agreements with 10-year terms for a total of \$30,000 received each. The Company will record \$3,000 per year of revenue for each of these 2020 franchise agreements.

Accounts Receivable

Most collections of sales receipts are at the time of sale. However, if sold on account, trade receivables due from customers are uncollateralized customer obligations due under normal trade terms requiring payment within 30 days from the invoice date. Trade receivables are stated at the amount billed to the customer. Payments of trade receivables are allocated to the specific invoices identified on the customer's remittance advice or, if unspecified, are applied to the earliest unpaid invoices.

The Company estimates an allowance for doubtful accounts based upon an evaluation of the current status of receivables, historical experience, and other factors as necessary. It is reasonably possible that the Company's estimate of the allowance for doubtful accounts will change.

Inventories

From time to time, the Company maintains inventory for sale to customers. The Company values inventory at cost (subject to any accruals obsolescence, spoilage, or other loss) on a first-in, first-out basis.

Advertising

The Company expenses advertising costs as they are incurred.

Recent Accounting Pronouncements

In June 2019, FASB amended ASU No. 2019-07, Compensation – Stock Compensation, to expand the scope of Topic 718, Compensation – Stock Compensation, to include share-based payment transactions for acquiring goods and services from nonemployees. The new standard for nonpublic entities will be effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after

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December 15, 2020, and early application is permitted. We are currently evaluating the effect that the updated standard will have on the financial statements and related disclosures.

In August 2019, amendments to existing accounting guidance were issued through Accounting Standards Update 2019-15 to clarify the accounting for implementation costs for cloud computing arrangements. The amendments specify that existing guidance for capitalizing implementation costs incurred to develop or obtain internal-use software also applies to implementation costs incurred in a hosting arrangement that is a service contract. The guidance is effective for fiscal years beginning after December 15, 2020, and interim periods within fiscal years beginning after December 15, 2021, and early application is permitted. We are currently evaluating the effect that the updated standard will have on the financial statements and related disclosures.

The FASB issues ASUs to amend the authoritative literature in ASC. There have been a number of ASUs to date, including those above, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact on our financial statements.

NOTE 3 – INCOME TAX PROVISION

The Company has filed or will file its corporate income tax return for the period ended December 31, 2020. The income tax returns will remain subject to examination by the Internal Revenue Service under the statute of limitations for a period of three years from the date it is filed. The Company incurred a loss during the period from Inception through December 31, 2020 and the deferred tax asset from such losses have been fully valued based on their uncertainty in being used.

NOTE 4 – RELATED PARTY TRANSACTIONS

The Company may, from time to time, engage in limited related party transactions. The Company has advanced some funds to its management team as of December 31, 2020. Because the Company is majority owned by Mr. Ross Franklin, a member of this management team, it cannot be guaranteed that any of those transactions are made at arm's length or commensurate with market rates for the goods and services rendered.

NOTE 5 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company is not currently involved with and does not know of any pending or threatening litigation against the Company.

NOTE 6 – EQUITY AND SAFE INSTRUMENTS

Equity

The Company has authorized 150,000,000 shares of common stock. The shares have a par value of \$0.001 per share. The Company has issued 100,000 shares as of December 31, 2020.

SAFE Instruments

In 2020, the Company issued simple agreements for future equity. Of the total balance of SAFE instruments outstanding, \$1,240,000 have a valuation cap of \$12,000,000 upon a qualified financing. The remainder of the SAFE instruments have a valuation cap of \$11,000,000 upon a qualified financing.

NOTE 7 – SUBSEQUENT EVENTS

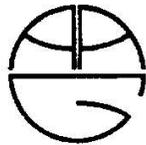
Anticipated Crowdfunded Offering

The Company is offering (the “Crowdfunded Offering”) common stock in a securities offering intending to be exempt from registration under Regulation CF.

The Crowdfunded Offering is being made through a FINRA approved Regulation CF portal.

Management’s Evaluation

Management has evaluated subsequent events through April 28, 2021, the date the financial statements were available to be issued. Based on this evaluation, no additional material events were identified which require adjustment or disclosure in the financial statements.



A. ANDREW GLANIODIS
CERTIFIED PUBLIC ACCOUNTANT

PURE GREEN FRANCHISE CORP.

DECEMBER 31, 2019

FINANCIAL STATEMENTS

279 Niagara Falls Blvd.

Amherst, New York 14226

716 – 510-6068

PURE GREEN FRANCHISE CORP

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A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

April 21, 2020

INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders of
Pure Green Franchise Corp.:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheets of Pure Green Franchise Corp. as of December 31, 2019 and the related statements of operations, changes in member's equity and cash flows for the period August 18, 2019 through December 31, 2019. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these statements based on my audits.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pure Green Franchise Corp. as of December 31, 2019 and the results of operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "A. Andrew Gianiodis CPA". The signature is written in a cursive, flowing style.

A. Andrew Gianiodis

Certified Public Accountant

Pure Green Franchise Corp.

Balance Sheet
December 31, 2019

ASSETS

CURRENT ASSETS	
Cash	\$ 3,333
Accounts Receivable	
TOTAL CURRENT ASSETS	<u>3,333</u>
OTHER ASSETS	
Intangible Assets (Net)	<u>-</u>
TOTAL ASSETS	<u>\$ 3,333</u>

LIABILITIES & EQUITY

CURRENT LIABILITIES	
Accounts Payable	\$ -
TOTAL CURRENT LIABILITIES	<u>-</u>
TOTAL LIABILITIES	<u>-</u>
EQUITY	
Capital	<u>3,333</u>
TOTAL EQUITY	<u>3,333</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 3,333</u>

See accompanying notes

Pure Green Franchise Corp.

Statement of Operations

Period August 18 through December 31, 2019

Revenues	
Franchise revenue	\$ -
Other revenue	-
Total revenue	<u>-</u>
Expenses	
Bank charges	15
Computer expenses	2,000
Licenses	1,250
Office expense	205
Professional fees	1,197
Travel	-
Total expenses	<u>4,667</u>
Net Income	<u>\$ (4,667)</u>

See accompanying notes

Pure Green Franchise Corp.

Statement of Changes in Equity Period August 18 through December 31, 2019

	Total Equity
Balance, August 18, 2019	\$ -
Capital Infusion	8,000
Net Income	(4,667)
Equity at December 31, 2019	<u>\$ 3,333</u>

See accompanying notes

Pure Green Franchise Corp.

Statement of Cash Flows
Period August 18 through December 31, 2019

Cash flows from operating activities:	
Net Income	\$ (4,667)
Adjustments to reconcile net loss to net cash provided by Depreciation & amortization	-
Changes in assets and liabilities	
Current assets	-
Current liabilities	-
Net cash provided by operating activities	<u>(4,667)</u>
Cash flows from investing activities:	
Purchase of fixed assets	-
Net cash provided by investing activities	<u>-</u>
Cash flows from financing activities:	
Capital Infusion	<u>8,000</u>
Net cash provided by financing activities	<u>8,000</u>
Net increase in cash	3,333
Cash - beginning of period	<u>-</u>
Cash - end of period	<u><u>\$ 3,333</u></u>
Supplemental Disclosures	
Interest Paid	-
Income Taxes Paid	-

See accompanying notes

PURE GREEN FRANCHISE CORP.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Pure Green Franchise Corp. is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

ORGANIZATION AND NATURE OF BUSINESS

The Company was incorporated under the laws of the State of New York for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own Pure Green operation, as a franchise.

BASIS OF PRESENTATION

The financial statements are presented on the accrual basis of accounting.

CASH AND CASH EQUIVALENTS

For the purpose of the statement of cash flows, the Company considers unrestricted currency, demand deposits, money market accounts and all highly liquid debt instruments purchased with original maturities of 90 days or less to be cash equivalents.

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue. Monthly royalty fees will be recognized when reported by the franchisee.

PURE GREEN FRANCHISE CORP.
NOTES TO FINANCIAL STATEMENTS

COMPANY INCOME TAXES

The Company is operated as Sub-chapter C Corporation. As such, the entity will be taxed on its taxable income.

USE OF ESTIMATES

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

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2019, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 COMMITMENTS AND CONTINGENCIES

The Company does not carry general liability or worker's compensation coverage, nor is it self-insured.

NOTE 4 FRANCHISE AGREEMENT

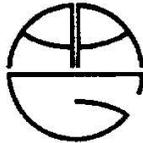
The terms of the Company's franchise agreement will be as follows:

- A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
- B. The franchisee is obligated to pay a non-refundable initial franchise fee.
- C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

PURE GREEN FRANCHISE CORP.
NOTES TO FINANCIAL STATEMENTS

NOTE 5 SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 21, 2020, the date that the financial statements were available to be issued.



A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

CONSENT OF THE INDEPENDENT AUDITOR

A. Andrew Gianiodis, CPA hereby consent to the use in the Franchise Disclosure Document issued by Pure Green Franchise Corp. ("Franchisor") on April 24, 2020 of our report dated April 21, 2020, the financial statements of Franchisor for the period August 18, 2019 through December 31, 2019.

A. Andrew Gianiodis, CPA



A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

PURE GREEN FRANCHISE CORP.

AUGUST 31, 2019

FINANCIAL STATEMENTS

PURE GREEN FRANCHISE CORP

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A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

September 4, 2019

INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders of
Pure Green Franchise Corp.:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheets of Pure Green Franchise Corp. as of August 31, 2019 and the related statements of operations, changes in member's equity and cash flows for the period August 18, 2019 through August 31, 2019. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these statements based on my audits.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pure Green Franchise Corp. as of August 31, 2019 and the results of operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "A. Andrew Gianiodis CPA". The signature is written in a cursive, flowing style.

A. Andrew Gianiodis

Certified Public Accountant

Pure Green Franchise Corp.

Balance Sheet
August 31, 2019

ASSETS

CURRENT ASSETS	
Cash	\$ 500
Accounts Receivable	
TOTAL CURRENT ASSETS	<u>500</u>
OTHER ASSETS	
Intangible Assets (Net)	<u>-</u>
TOTAL ASSETS	<u>\$ 500</u>

LIABILITIES & EQUITY

CURRENT LIABILITIES	
Accounts Payable	\$ <u>-</u>
TOTAL CURRENT LIABILITIES	<u>-</u>
TOTAL LIABILITIES	<u>-</u>
EQUITY	
Capital	<u>5,000</u>
TOTAL EQUITY	<u>5,000</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 5,000</u>

See accompanying notes

Pure Green Franchise Corp.

Statement of Operations
Period ending August 31, 2019

Revenues	
Franchise revenue	\$ -
Other revenue	-
Total revenue	<u>-</u>
Expenses	
Advertising	-
Licenses	-
Miscellaneous	-
Office Expense	-
Professional Fees	-
Travel	-
Total expenses	<u>-</u>
Net Income	<u>\$ -</u>

See accompanying notes

Pure Green Franchise Corp.

Statement of Changes in Equity
Period ending August 31, 2019

	Total Equity
Balance, August 19, 2019	\$ -
Capital Infusion	5,000
Net Income	-
Equity at August 31, 2019	<u>\$ 5,000</u>

See accompanying notes

Pure Green Franchise Corp.

Statement of Cash Flows Period ending August 31, 2019

Cash flows from operating activities:

Net Income	\$	-
Adjustments to reconcile net loss to net cash provided by Depreciation & amortization		-
Changes in assets and liabilities		
Current assets		-
Current liabilities		-

Net cash provided by operating activities -

Cash flows from investing activities:

Purchase of fixed assets		-
Net cash provided by investing activities		-

Cash flows from financing activities:

Capital Infusion		5,000
Net cash provided by financing activities		5,000

Net increase in cash 5,000

Cash - beginning of period -

Cash - end of period \$ 5,000

Supplemental Disclosures		
Interest Paid		-
Income Taxes Paid		-

See accompanying notes

- 5 -

**PURE GREEN FRANCHISE CORP.
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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ORGANIZATION AND NATURE OF BUSINESS

The Company was incorporated under the laws of the State of New York for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own Pure Green operation, as a franchise.

BASIS OF PRESENTATION

The financial statements are presented on the accrual basis of accounting.

CASH AND CASH EQUIVALENTS

For the purpose of the statement of cash flows, the Company considers unrestricted currency, demand deposits, money market accounts and all highly liquid debt instruments purchased with original maturities of 90 days or less to be cash equivalents.

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue. Monthly royalty fees will be recognized when reported by the franchisee.

PURE GREEN FRANCHISE CORP. NOTES TO FINANCIAL STATEMENTS

COMPANY INCOME TAXES

The Company is operated as Sub-chapter C Corporation. As such, the entity will be taxed on its taxable income.

USE OF ESTIMATES

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

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at August 31, 2019, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 COMMITMENTS AND CONTINGENCIES

The Company does not carry general liability or worker's compensation coverage, nor is it self-insured.

NOTE 4 FRANCHISE AGREEMENT

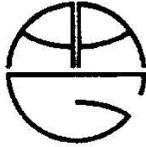
The terms of the Company's franchise agreement will be as follows:

- A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
- B. The franchisee is obligated to pay a non-refundable initial franchise fee.
- C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

PURE GREEN FRANCHISE CORP.
NOTES TO FINANCIAL STATEMENTS

NOTE 5 SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 4, 2019, the date that the financial statements were available to be issued.



A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

CONSENT OF THE INDEPENDENT AUDITOR

Ladies and Gentlemen:

A. Andrew Gianiodis, CPA hereby consent to the use in the Franchise Disclosure Document issued by Pure Green Franchise Corp. ("Franchisor") on September 4, 2019 of our report dated September 4, 2019, the financial statements of Franchisor for the period August 18, 2019 through August 31, 2019.

A. Andrew Gianiodis, CPA



EXHIBIT J. TABLES OF CONTENTS OF OPERATING MANUAL

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT



Franchise Operations Manual

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Total number of pages	304



EXHIBIT K. STATE SPECIFIC ADDENDUMS

TO THE PURE GREEN FRANCHISE DISCLOSURE DOCUMENT

California State Addendum disclosures:

1. Item 5 of the disclosure document is amended to provide The Department of Business Oversight requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.
2. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the franchise disclosure document.
3. The franchisor, any person or franchise broker in Item 2 of the UFOC is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
4. California Business and Professions Code 20000 through 20043 provides rights to the franchise concerning termination, transfer, or non-renewal of a franchise. If the area representative agreement contains a provision that is inconsistent with the law, the law will control.
5. 4. The area representative agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).
6. The area representative agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
7. The area representative agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
8. The franchise agreement requires binding arbitration. The arbitration will occur at New York County, New York, with the costs being borne by Franchisor and Area Representative equally.
9. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of an area representative agreement restricting venue to a forum outside the State of California.

10. The area representative agreement requires the application of the laws of New York. This provision may not be enforceable under California law.
11. Section 31125 of the California Corporations Code requires us to give you a disclosure document in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
12. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

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

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

The following list reflects the status of our franchise registrations in the states which have franchise registration laws:

- This registration is effective in the states of Florida, Indiana, Kentucky, Nebraska, Texas, and Virginia.
- There are no states which have refused, by order or otherwise, to register these franchises.
- There are no states which have revoked or suspended the right to offer these franchises.

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

To the extent this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Area representative agreement, or any of their exhibits or attachments, the terms of this Addendum control.

HAWAII ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

The Area representative agreement to which this addendum is attached is amended as follows to comply with the Hawaii Franchise Investment Law:

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Area representative agreement is amended as follows:

(a) The Hawaii Franchise Investment Law provides rights to you concerning non-renewal, termination, and transfer of the Area representative agreement. If the Area representative agreement contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

(b) A general release required as a condition of the renewal, assignment, or transfer of the Area representative agreement or the franchise granted hereunder shall not apply to any claim or liability arising under the Hawaii Franchise Investment Law.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Area representative agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Area representative agreement in all other respects.

The parties are signing this addendum concurrently with the Area representative agreement to which it is attached.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Illinois Franchise Disclosure Act of 1987, as amended, and the Illinois Disclosure Rules and Regulations:

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

815 ILCS 705/41 provides that any condition, stipulation or provision in the area representative agreement that requires you to waive any of your rights under, or the franchisor's obligation to comply with any provision of, the Illinois Franchise Disclosure Act of 1987, as amended, the Illinois Disclosure Rules and Regulations, or any other law of Illinois, is void.

Nonrenewal of your franchise must comply with 815 ILCS 705/20. Termination of your franchise must comply with 815 ILCS 705/19.

Any provision in the area representative agreement that requires the application of the laws of another state is void with respect to a claim otherwise enforceable under the Illinois Franchise Disclosure Act.

Any provision in the area representative agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

The Choice of Forum stated in Item 17v is modified to state that

All claims must be brought in New York County, New York, or in the County in the state of Illinois where your franchise is located.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Area representative agreement, or any of their exhibits or attachments, the terms of this Addendum control.

ILLINOIS ADDENDUM TO AREA REPRESENTATIVE AGREEMENT AND OTHER AGREEMENTS

The Area representative agreement to which this addendum is attached, which may have been entered into by and between the below-undersigned parties incident to the execution of the Area representative agreement (collectively referred to as the "Franchise Related Agreements") is amended as follows to comply with the Illinois Franchise Disclosure Act of 1987, as amended, and the Illinois Disclosure Rules and Regulations:

1. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.
2. Notwithstanding any other provision of the Area representative agreement or any exhibit or attachment thereto, Franchisee is not obligated to pay Franchisor, and Franchisor may not accept from Franchisee, any fees, until Franchisor has performed all of its pre-opening obligations to Franchisee under the Area representative agreement and Franchisee, has opened the Franchised Business.
3. Termination and nonrenewal of the Area representative agreement must comply with 815 ILCS 705/20.
4. A general release required as a condition of renewal, assignment, or transfer does not apply to any claim or liability arising under the Illinois Franchise Disclosure Act.
5. Any provision in the Area representative agreement and Franchise Related Agreements that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Illinois is void with respect to a claim otherwise enforceable under the Illinois Franchise Disclosure Act.
6. The representations in Section 18.14 of the Area representative agreement do not act as a release, estoppel, or waiver of any claim or liability arising under the Illinois Franchise Disclosure Act.
7. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act and the Illinois Disclosure Rules and Regulations are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Area representative agreement, Related Area representative agreements, or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Area representative agreement and Related Area representative agreements in all other respects.

The parties are signing this addendum concurrently with the Area representative agreement and Franchise Related Agreements to which it is attached.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

By: _____
Its: _____

Date: _____

FRANCHISEE:

By: _____
Its: _____

Date: _____

INDIANA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law:

THE STATE OF INDIANA HAS STATUTES, WHICH MAY SUPERSEDE THE AREA REPRESENTATIVE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE [INDIANA CODE §§23-2-2.5-1 THROUGH 23-2-2.5-50]. THIS STATE ALSO HAS COURT DECISIONS, WHICH MAY SUPERSEDE THE AREA REPRESENTATIVE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF INDIANA HAS A STATUTE WHICH RESTRICTS OR PROHIBITS THE IMPOSITION OF LIQUIDATED DAMAGE PROVISIONS [INDIANA CODE §23-2-2.7(10)]. A PROVISION IN THE AREA REPRESENTATIVE AGREEMENT, WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101.

A general release required as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

The area representative agreement does not expressly give you the right to terminate, but Indiana law may give you the right to terminate if we commit a substantial breach of the area representative agreement.

Any provision in the area representative agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Area representative agreement, or any of their exhibits or attachments, the terms of this Addendum control.

INDIANA ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

The Area representative agreement to which this addendum is attached is amended as follows to comply with the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

1. A general release required as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.
2. Any provision in the Area representative agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.
3. In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law shall prevail.
4. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Area representative agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Area representative agreement in all other respects.

The parties are signing this addendum concurrently with the Area representative agreement to which it is attached.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Maryland Franchise Registration and Disclosure Law:

ITEM 5

All initial fees and payments shall be deferred until such time as the franchisor completes its initial obligations under the area representative agreement.

ITEM 17

The general release required as a condition of renewal, assignment, or transfer does not apply to any claims that arise under the Maryland Franchise Registration and Disclosure Law.

You may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

MARYLAND ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

The Area representative agreement to which this addendum is attached is amended as follows to comply with the Maryland Franchise Registration and Disclosure Law:

1. All initial fees and payments shall be deferred until such time as the franchisor completes its initial obligations under the area representative agreement.
2. A general release required as a condition of renewal, assignment, or transfer does not apply to any claim or liability arising under the Maryland Franchise Regulation and Disclosure Law.
3. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
4. The representations contained in section XXIII(A) of the Area representative agreement do not act as a release, estoppel, or waiver of any liability arising under the Minnesota Franchise Law.
5. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Area representative agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Area representative agreement in all other respects.

The parties are signing this addendum concurrently with the Area representative agreement to which it is attached.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

FOR RESIDENTS OF THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchise, after entering into a representative area agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for a good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the area representative agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials that have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or another commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for a good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (a) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(d) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the area representative agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the area representative agreement and has failed to cure the breach in the manner provided in paragraph 3 above.

9. A provision which permits the franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

10. If the Franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000 the Franchisee may request the Franchisor to arrange for the escrow of initial investment and other funds paid by the Franchisee until the obligations, if any, of the Franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the Franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding the notice of this offering on file with the attorney general should be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913 (517) 373-7117.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Area representative agreement, or any of their exhibits or attachments, the terms of this Addendum control.

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Minnesota Franchise Law:

The Minnesota Department of Commerce requires that the franchisor indemnifies Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes trademark rights of the third party. The franchisor does not indemnify against the consequences of the franchisee's use of the franchisor's trademark except in accordance with the requirements of the franchise.

Minnesota Rules, 1989, Department of Commerce, Chapter 2860, Section 4400D prohibits a franchisor from requiring a franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, Section 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

Minn. Rule 2860.4400J states that it is unfair and inequitable for a franchisor to require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or to consent to liquidated damages, termination penalties, or judgment notes. Any language found in the disclosure document or Area representative agreement contrary to this rule is amended so that it does not apply to Minnesota franchisees.

THE STATE OF MINNESOTA HAS STATUTES WHICH MAY SUPERSEDE THE AREA REPRESENTATIVE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF MINNESOTA ALSO HAS COURT DECISIONS WHICH MAY SUPERSEDE THE AREA REPRESENTATIVE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. WITH RESPECT TO FRANCHISES GOVERNED BY MINNESOTA LAW, THE FRANCHISOR MUST COMPLY WITH MINNESOTA STATUTE 80C.14, SUBDIVISIONS 3, 4 AND 5, WHICH REQUIRE, EXCEPT IN CERTAIN SPECIFIC CASES, THAT A FRANCHISEE BE GIVEN 90 DAYS NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS NOTICE FOR NON- RENEWAL OF THE AREA REPRESENTATIVE AGREEMENT. A PROVISION IN THE AREA REPRESENTATIVE AGREEMENT WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF MINNESOTA HAS COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE AREA REPRESENTATIVE AGREEMENT HAS ENDED. LIQUIDATED DAMAGE PROVISIONS ARE VOID UNDER MINNESOTA LAW.

Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the requirement that all litigation must take place in California shall not in any way abrogate or reduce any rights of the franchise as provided for in Minnesota Statutes, Chapter 80C.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the area representative agreement.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Area representative agreement, or any of their exhibits or attachments, the terms of this Addendum control.

MINNESOTA ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

The Area representative agreement to which this addendum is attached is amended as follows to comply with the Minnesota Franchise Law:

1. A general release required as a condition of renewal, assignment, or transfer does not apply to any claim or liability arising under the Minnesota Franchise Law.
2. Franchisor shall protect the right of Franchisee to use the Marks in accordance with the requirements of the Area representative agreement.
3. The final two paragraphs of provision XXI(B) is hereby deleted.
4. Section XXIII(D) does not apply to any action to enforce any liability created by the Minnesota Franchise Law. Any claim arising under the Minnesota Franchise Law may be brought in the state of Minnesota.
5. The representations contained in section XXIII(A) of the Area representative agreement do not act as a release, estoppel, or waiver of any liability arising under the Minnesota Franchise Law.
6. Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Area representative agreement does not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes, Chapter 80C. These statutes prohibit Franchisor from requiring litigation to be conducted outside Minnesota or abrogating or reducing any of Franchisee's rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
7. With respect to franchises governed by Minnesota law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Area representative agreement.
8. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Area representative agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Area representative agreement in all other respects.

The parties are signing this addendum concurrently with the Area representative agreement to which it is attached.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national

securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

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

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

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

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

Covenants restricting or prohibiting your right to compete after the termination or expiration of your area representative agreement are generally considered unenforceable in the State of North Dakota.

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

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

Any mediation, if necessary, will take place at the American Arbitration Association office nearest your business Site.

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

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

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

NORTH DAKOTA ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

The Area representative agreement to which this addendum is attached is amended as follows to comply with the North Dakota Franchise Investment Law:

1. A general release required as a condition of renewal and/or assignment/transfer shall not apply to any claim or liability arising under the North Dakota Franchise Investment Law.
2. Any provision of this Agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.
3. Section 15.1 is amended by the addition of the following sentence:

“Covenants not to compete such as the one described above are generally considered unenforceable in the State of North Dakota.”
4. The final two paragraphs of provision XXI(B) is hereby deleted.
5. Section XXIII(D) does not apply to any action to enforce any liability created by the Minnesota Franchise Law. Any claim arising under the Minnesota Franchise Law may be brought in the state of North Dakota.
6. The parties are signing this addendum simultaneously with the Area representative agreement to which it is attached.

PURE GREEN FRANCHISE CORP

BUSINESS ORGANIZATION FRANCHISEE:

By:

Title:

Date:

By:

Title:

Date:

INDIVIDUAL FRANCHISEE:

INDIVIDUAL FRANCHISEE:

Signature

Date:

Signature

Date:

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Rhode Island Franchise Investment Act:

A condition, stipulation or provision requiring a franchise to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this act or a rule or order under this act is void.

A provision is an area representative agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.

RHODE ISLAND ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

The Area representative agreement to which this addendum is attached is amended as follows to comply with the Rhode Island Franchise Investment Act.

1. A general release requiring as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Rhode Island Franchise Investment Act.
2. Any provision in the Area representative agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Washington Franchise Investment Protection Act:

The State of Washington has a statute, R.C.W. 19.100.180, which may supersede the area representative agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the area representative agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 R.C.W., shall prevail.

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

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

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Area representative agreement, or any of their exhibits or attachments, the terms of this Addendum control.

WASHINGTON ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

The Area representative agreement to which this addendum is attached is amended as follows to comply with the Washington Franchise Investment Protection Act:

1. The State of Washington has a statute, RCW 19.100.180, that may supersede the area representative agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions that may supersede the area representative agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.
2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of arbitration, or as determined by the arbitrator.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights, or remedies under the Act such as a right to a jury trial may not be enforceable.
5. Transfer fees are collectible to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Area representative agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Area representative agreement in all other respects.

The parties are signing this addendum concurrently with the Area representative agreement to which it is attached.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Wisconsin Franchise Investment Law and the Wisconsin Fair Dealership Law:

THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISION OF THE AREA REPRESENTATIVE AGREEMENT THAT IS INCONSISTENT WITH THAT LAW. THE STATE OF WISCONSIN MAY ALSO HAVE COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE RELATIONSHIP IN RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS WHICH RESTRICT THE IMPOSITION OF LIQUIDATED DAMAGES. THE IMPOSITION OF LIQUIDATED DAMAGES IS ALSO RESTRICTED BY FAIR PRACTICE LAWS, CONTRACT LAW, AND STATE AND FEDERAL COURT DECISIONS. A PROVISION IN THE AREA REPRESENTATIVE AGREEMENT WHICH TERMINATED THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE AREA REPRESENTATIVE AGREEMENT HAS ENDED.

We may revoke our approval of any previously approved supplier at any time if the quality of the product or the supplier's financial condition or ability to satisfy your requirements do not continue to meet our satisfaction.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Area representative agreement, or any of their exhibits or attachments, the terms of this Addendum control.

WISCONSIN ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

The Area representative agreement to which this addendum is attached is amended as follows to comply with the Wisconsin Fair Dealership Law:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any inconsistent provisions of the Area representative agreement.
2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Area representative agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Area representative agreement in all other respects.

The parties are signing this addendum concurrently with the Area representative agreement to which it is attached.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

State Effective Dates

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

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

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	May 10, 2021
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

Item 23. RECEIPT

This disclosure document summarizes certain provisions of the area representative agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Pure Green Franchise Corp 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, or sooner if required by applicable state law.

[New York, Oklahoma, and Rhode Island require that Pure Green Franchise Corp gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Iowa requires that Pure Green Franchise Corp gives you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan and Oregon require that Pure Green Franchise Corp gives you this disclosure document at least 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 Pure Green Franchise Corp does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit F.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Bryan Whatley, President; and Craig Tyler, COO at 60 East 42nd Street Suite 4700, New York, NY 10165 917 287 5646, and:_____.

Issuance Date: May 3, 2021

Our registered agents authorized to receive service of process for us are listed in Exhibit F.

I have received a disclosure document dated May 3, 2021. This disclosure document included the following Exhibits:

- | | |
|--|--|
| EXHIBIT A. AREA REPRESENTATIVE AGREEMENT | EXHIBIT F. STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS |
| EXHIBIT B. RESTRICTIVE COVENANT AGREEMENT | EXHIBIT G. LIST OF FRANCHISEES |
| EXHIBIT C. POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER | EXHIBIT H. LIST OF FRANCHISEES THAT LEFT THE SYSTEM |
| EXHIBIT D. FRANCHISEE DISCLOSURE QUESTIONNAIRE | EXHIBIT I. FINANCIAL STATEMENTS |
| EXHIBIT E. RELEASE OF CLAIMS | EXHIBIT J. TABLES OF CONTENTS OF OPERATING MANUAL |
| | EXHIBIT K. STATE SPECIFIC ADDENDUMS |

_____	_____	_____
Date	Signature	Print Name
_____	_____	_____
Date	Signature	Print Name

KEEP THIS COPY FOR YOUR RECORDS

Item 23. RECEIPT

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_____	_____	_____
Date	Signature	Print Name
_____	_____	_____
Date	Signature	Print Name

RETURN TO: Pure Green Franchise Corp at 60 East 42nd Street Suite 4700, New York, NY 10165