FRANCHISE DISCLOSURE DOCUMENT

Purchase Green Franchising, LLC
2701 Kimball Avenue
Pomona, California 91767
(909) 321-2969; www.purchasegreen.com

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

The total investment necessary to begin operation of a Purchase Green business is $99,583 to $349,033. This includes $44,583 to $118,833 that must be paid to the franchisor.

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

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

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

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

Issuance Date: April 15, 2021

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risk be highlighted:

Out-of-State Dispute Resolution. The Franchise Agreement requires you to resolve disputes with us by litigation only in California. Out-of-state litigation may force you to accept a less favorable settlement for disputes. it may also cost you more to sue us in California than in your home state.

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

TABLE OF CONTENTS

ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES 1
ITEM 2: BUSINESS EXPERIENCE 2
ITEM 3: LITIGATION 3
ITEM 4: BANKRUPTCY 3
ITEM 5: INITIAL FEES 4
ITEM 6: OTHER FEES 4
ITEM 7: ESTIMATED INITIAL INVESTMENT 5
ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 8
ITEM 9: FRANCHISEE'S OBLIGATIONS 11
ITEM 10: FINANCING 13
ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 13
ITEM 12: TERRITORY 19
ITEM 13: TRADEMARKS 22
ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION 24
ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 25
ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 26
ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION 27
ITEM 18: PUBLIC FIGURES 31
ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS 31
ITEM 20: OUTLETS AND FRANCHISEE INFORMATION 32
ITEM 21: FINANCIAL STATEMENTS 36
ITEM 22: CONTRACTS 36
ITEM 23: RECEIPTS 36

TABLE OF EXHIBITS

EXHIBIT A - FINANCIAL STATEMENTS
EXHIBIT B - FRANCHISE AGREEMENT
EXHIBIT C - EMPLOYEE NON-COMPETITION AND NON-DISCLOSURE AGREEMENT
EXHIBIT D - TELEPHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY
EXHIBIT E - GUARANTY
EXHIBIT F - FRANCHISE DISCLOSURE QUESTIONNAIRE
EXHIBIT G - TABLE OF CONTENTS OF OPERATING MANUAL
EXHIBIT H - STATE ADDENDA
EXHIBIT I - SBA ADDENDUM TO FRANCHISE AGREEMENT
EXHIBIT J - STATE AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS
EXHIBIT K - LIST OF FRANCHISEES AND TERRITORY HOLDERS
EXHIBIT L - RECEIPTS

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

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

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

We are wholly-owned by Path to Prosperity, LLC ("PTP"). PTP was formed in 2008 in California, originally as a corporation and in November 2019 converted to a limited liability company. It does business using the name Purchase Green. PTP and we are both located at 2701 Kimball Ave., Pomona, California 91767. PTP opened its first showroom for artificial grass and related items in La Verne, California in 2009. Later, showrooms opened in other cities, operated by PTP or by Territory Holders, discussed below.

In November 2019, PTP was acquired and became wholly-owned by Controlled Products Acquisition Corporation ("CPAC"), a Delaware corporation. CPAC is wholly-owned by CP Turf Holdings, LLC ("CPTH"), a Delaware limited liability company. Both CPAC and CPTH were formed on February 25, 2016. CPTH is majority-owned by Clearview Capital Fund III, L.P., a Delaware limited partnership located at 1010 Washington Blvd., 11th Floor, Stamford, Connecticut 06901, and other investors. Clearview Capital Fund III is a private investment fund, formed in 2013. Its general partner is Clearview Capital, L.P., organized in Connecticut in 2004 originally as a limited liability company and in June 2018 converted to a limited partnership. Clearview Capital, L.P. is located at 1010 Washington Blvd., 11th Floor, Stamford, Connecticut 06901.

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

Our affiliate, Controlled Products, LLC, is a Delaware limited liability company, organized in 2005, with its offices at 200 Howell Drive, Dalton, GA 30721. It is wholly-owned by CPAC. Controlled Products, LLC is a leading manufacturer of synthetic turfs, and may be a significant supplier of products to PTP, which will supply many products to you as a franchisee.

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

In 2018 and earlier, when PTP was under prior ownership, it entered into Product Supply and Territory Holder Agreements. In March, 2020, PTP entered one such agreement in Colorado that had been in ongoing discussions. Since then, we have not offered and no longer offer those agreements. Nine territory holders have agreements with PTP for similar businesses in 11 territories in California, Colorado and Nevada. At the Issuance Date of this Disclosure Document, PTP operated 13 Purchase Green showrooms. These are in Arizona, California, Nevada and Texas.

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

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

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

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

ITEM 2:
BUSINESS EXPERIENCE

Chief Executive Officer and Director: Scott Lowrie

Mr. Lowrie has been our Chief Executive Officer and a member of our Board of Directors since we organized July 24, 2020. Since 2010 Mr. Lowrie has been President of Controlled Products, LLC and since 2016 has also been its Chief Executive Officer.

President: Anthony Vena

Mr. Vena has been our President since we organized July 24, 2020. Mr. Vena was President and a member of the board of directors of PTP from its formation in 2008 until it became an LLC in November 2019. Since November 2019 Mr. Vena has been PTP's President.

Vice President, Treasurer and Director: Paul Caliento

Mr. Caliento has been one of our Vice Presidents and our Treasurer and a member of our Board of Directors since we organized July 24, 2020. Mr. Caliento became Vice President and Treasurer and a member of the Board of Directors of PTP in November 2019. Mr. Caliento has been a partner in Clearview Capital, L.P. since 2006.

Vice President, Secretary and Director: Geoffrey Faux

Mr. Faux has been one of our Vice Presidents, our Secretary and a member of our Board of Directors since we organized July 24, 2020. Mr. Faux became Vice President and Secretary and a member of the Board of Directors of PTP in November 2019. Mr. Faux has been a principal of Clearview Capital, L.P. since 2012.

Vice President and Director: James G. Andersen

Mr. Andersen has been one of our Vice Presidents and a member of our Board of Directors since we organized July 24, 2020. Mr. Andersen has been a Vice President and a member of the Board of Directors of PTP since November 2019. Mr. Andersen has been a Managing Partner of Clearview Capital, L.P. since 1999.

Chief Financial Officer: Howard Kerr

Mr. Kerr has been our Chief Financial Officer since we organized July 24, 2020. Mr. Kerr has been Chief Financial Officer of Controlled Products, LLC since 2008 and of PTP since November 2019.

Director: Lanny Bailey

Mr. Bailey has been a member of our Board of Directors since we organized July 24, 2020. Mr. Bailey became a member of the Board of Directors of PTP in November, 2019. Mr. Bailey was President and CEO of Controlled Products from its founding in 1984 until March 2016 when he retired.

ITEM 3:
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4:
BANKRUPTCY

In 2006 Clearview Capital invested in Wyoming-based Hettinger Welding and in 2008 invested in Colorado-based Mayo Welding. In 2011 Clearview exited these investments. During the time of the investments, Mr. Andersen was President and corporate Secretary and Mr. Caliento was Vice President and Treasurer of Clearview Hettinger Acquisition Company, and Mr. Caliento was corporate secretary and Mr. Andersen was Asst. Secretary of Hettinger Welding LLC and Hettinger, LLC. After Clearview no longer was an owner, on March 7, 2012 voluntary petitions under Chapter 7 of the U.S. Bankruptcy Code were filed in United States Bankruptcy Court for the District of Delaware by Clearview Hettinger Acquisition Company, LLC, Hettinger LLC, Hettinger Welding LLC, Hettinger Mayo LLC, Hettinger LLC of Arkansas and Hettinger of Louisiana LLC (Case Nos. 1:2012-k-10822 - 10827). According to records of the Bankruptcy Court, at the Issuance Date of this Disclosure Document, two of these cases were concluded (10826 on January 12, 2017 and 10827 on February 2, 2016). The four other cases (10822-10826) remained open with trustee status reports having been filed periodically.

Other than as stated above no bankruptcies are required to be disclosed in this Item.

ITEM 5:
INITIAL FEES

You pay us an initial fee. The amount is most often between $40,000 and $60,000 but could be as low as $25,000 and will not exceed $100,000. We set the fee to equal the total of (i) our projected expenditure for 24 months on pay-per-click platforms for Google & Bing, (ii) search engine optimization ("SEO"), (iii) marketing automation software, and (iv) $15,000 on account of training, content creation and use of our learning management system. We project the first three elements based on information we obtain in pay-per-click platforms and from consulting agencies that provide SEO and marketing automation services. When you sign the Franchise Agreement you pay 50% of the fee. You pay the balance over 18 months. The initial fee is not refundable. Therefore if we terminate the Franchise Agreement at any time, we will retain the portion that you paid.

ITEM 6:
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Product Purchases	Varies	Within 15 days; in advance until initial fee is paid in full.	You buy artificial grass and accessory products for resale from us. You pay by check, credit card or ACH. Credit card incurs a 2% convenience fee.
Local Advertising	Lesser of 2% of Gross Revenues or $7,500	Quarterly	You pay others (not us) for advertising in the area of your business.
Brochures	Varies	After order	You can buy printed ad materials from us.
Adtrack/Key Performance Indicators (KPI) and GROW Dashboard	$140 per month	Monthly	Your adtrack phone number is used for call recording, roll-over call support, GROW business intelligence dashboard. and key performance indicators (KPI).
Insurance	Premium amount and charge for our expenses	On demand	If you don't get/maintain required insurance we may choose to get some or all insurance. You pay charges we incur.
Inspection/Audit	Amount understated or underpaid and cost of audit.	On demand	You pay us (or for local advertising, you spend) the amount of understatement or underpayment we identify. If understatement/underpayment was 2% or more for a period, or due to failure to report or other irregularity, you pay our inspection/audit cost.
Us Operating Your Purchase Green Business	Reasonable fee as determined by us, not to exceed $500 per day.	As needed	We may operate your franchised business if you are absent, die, incapacitated or breach and in our judgment are unable to operate.
Late/Dishonored/ Returned Payment	$50 plus 1% (returned/ dishonored payment); 1% per month (late payment)	After due date	Applies to amounts not paid on time or dishonored.
Supplier or Product Review	Reasonable fee, if needed	As needed	If there are numerous requests from Franchisees, we may impose a reasonable fee,
Transfer Fee	Greater of 5% of sale price or $7,500; for transfer to controlled entity $2,500	On your request to transfer Franchise Agreement	You pay this to us as part of transfer of Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Renewal Fee	10% of then-initial fee we charge.	Before expiration of term.	You pay this to enter into renewal agreement.
Additional Training or Assistance	$500 per day plus travel, lodging and meal expenses	Time of assistance	We provide initial training. We can charge this if we provide additional training or assistance.
Indemnification; Defense Costs	All costs including attorneys' fees	On demand	You indemnify, defend and hold us harmless; reimburse our costs and expenses to cure your deficiency or default under lease; pay costs and attorneys' fees and our costs and reasonable attorneys' fees.
Post-Term De-Identification	Varies	On demand	After termination, you must stop representing yourself as our franchisee, stop using our marks and trade dress. If you don't, and we do this at your location, you pay our costs.
Early Termination	Minimum Order Quantity for the year less purchases already made, or ¼ of full year's Minimum Quantity, whichever is greater.	At time of requesting termination.	It is impractical to determine damages to us from you terminating early, these liquidated damages are a reasonable good faith estimate.
Attorneys' Fees	Varies	On Demand	In litigation, the party who prevails recovers reasonable attorneys' fees and expenses from the other party. If you breach or default, you pay our attorneys' fees.
Guaranty	Varies	On breach of Agreement	Your owners personally guarantee and comply with all terms and are liable for performance and breach of Franchise Agreement.

All fees are uniformly imposed by and payable to us unless otherwise noted. Fees are non-refundable. Fees paid to third parties may be refundable based on your agreements with or policies of the third parties. If any government authority imposes a sales or other tax, we can charge you for and collect this tax from you. We can increase fees and charges set as an amount, for inflation or costs or other reasonable basis.

ITEM 7:
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (1)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Fee (2)	$14,583 - 58,833	Check; ACH	½ on signing, ½ over 18 months.	Us
Real Estate (3)	$6,000 - 24,000	ACH; Check	Before opening; then monthly	Landlord or Owner
Office Equipment (4)	$2,500 - $5,000	Cash/Credit Card	Before opening	Supplier of office equipment
Utilities and Deposits (5)	$1,000 - $2,500	ACH; Check	Before opening, then monthly	Utility companies

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Inventory (6)	$30,00 - $60,000	Lump Sum	As arranged	Us
Cutting Machine (7)	$0 - $45,000	As arranged	As arranged	Machine mfctr/distributor
Delivery truck (8)	$0 - $45,000	As arranged	Before opening	Vehicle seller
Forklift & carpet pole (9)	$10,000 - $30,000	As arranged	As arranged	Forklift seller
Insurance (10)	$2,500 - $9,500	As Arranged	As arranged	Insurance Companies
Travel & living expenses while training (11)	$1,500 - $5,700	As Incurred	As incurred	Transportation, hotel, restaurant; personnel
Advertising (brochures, bus. cards, local advertising) (12)	$500 - $5,000	As Arranged	As incurred	Approved Suppliers
Licenses/Permits (13)	$500 - $2,000	As arranged	As arranged	Licensing Authorities
Prof. Advisors (14)	$1,500 - $5,500	As arranged	As arranged	Professional advisors
Personnel Salaries (15)	$9,000 - $21,000	Payroll Check(s)	Twice a month or every other week.	Your personnel
Addt'l Funds/ Capital, 3 months (16)	$20,000 - $30,000	As Arranged	As Required	You Determine
Total (17)	$99,583 - $349,033			

Notes

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

(2) Initial Fee is between $25,000 and $100,000. You pay half on signing the Franchise Agreement and half over 18 months. The low estimate, based on $25,000, includes $12,500 you pay on signing and the first 3 (of 18) monthly payments, each $694.44. The high estimate, based on $100,000, includes $50,000 you pay on signing and the first 3 (of 18) monthly payments, each 2,777.77.

(3) You lease space for your store, sales office, showroom and warehouse. This may be in a business park, light industrial campus or stand-alone facility. You must get our written consent to the site before you lease. This estimate includes three months rent and security deposit equal to one month rent, costs of improvements including shelving, lobby and office décor, signage, and set up of warehouse and office. The low estimate is for about 2,000 sq. ft. of office and warehouse space at monthly rent of about 50¢/sq. ft. with unlit channel letter sign on the building. The high estimate is for about 5,000 sq. ft. at monthly rent of about $1/sq. ft or about 3333 sq. ft. at 1.50/sq. ft., unlit channel letter sign and possibly an additional location sign. If you buy real estate, lease larger space or pay higher rent, or pay more for improvements, signage or décor or have other costs, your cost would exceed the high estimate.

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

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

(6) You buy from us an opening inventory of artificial turf products and accessories. We suggest and will try to recommend an inventory for about thirty (30) days of sales, but any approximation is imprecise for your new franchise and you must not view this as any projection of sales. The low estimate is based on a smaller market; the high estimate is based on a larger market.

(7) We recommend you buy or lease a carpet cutting machine. Currently, we recommend the Accu-Cut Q-9. The high estimate of $45,000 assumes you buy and pay in full for a new machine. Your initial cost may be lower if you buy a used machine or if you lease. We estimate first three months lease payments for a used or new machine meeting our specifications at about $1,200 to $3,600 ($400 to $1,200 per month). The low estimate of zero assumes you elect to do manual cutting and do not buy or lease a carpet cutting machine.

(8) This estimate is for a flat-bed or stake-bed trailer delivery truck. The high estimate of $45,000 assumes you buy a new truck. Your initial cost may be lower if you buy used or if you lease. The low estimate of zero assumes you do not buy or lease a delivery truck, which is possible but not recommended because not having a vehicle limits your ability to deliver merchandise and requires you to use a third-party delivery contractor or service.

(9) You need a forklift truck with carpet pole to receive, move and handle merchandise. The high estimate of $30,000 assumes you buy a new vehicle and pole accessory. Your initial cost may be lower if you buy a used vehicle and accessory or if you lease. The low estimate of $10,000 assumes you buy a used forklift and used pole accessory.

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

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

(12) The estimates assume you will conduct initial advertising before and during the first three months of operation in a combination of local newspaper, outdoor signage, internet, social media, network marketing, chamber of commerce, e-mail and community education outreach. Some of these involve

charges. Some can be done at minimal out-of-pocket cost. Your local advertising is subject to our prior approval.

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

(14) You should consult professional advisors like a lawyer and accountant. The low estimate assumes you consult only one professional at a very modest fee. The higher estimate assumes a more in depth analysis and consultation with your lawyer, accountant or both. It is possible you could consult in more depth or have advisors whose fees are higher, and the high estimate could be exceeded.

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

(16) Some time will be needed to generate revenue and there can be unexpected expenses. You may need additional working capital if business is slow or costs are high. We relied on our officers' experience of more than 10 years, and experience of existing Territory Holders for these estimates. You should review the estimates carefully with a business advisor before making any decision to invest in a franchise.

(17) Amounts in each row and totals are not exact. They are estimates to give you an idea of expenses. Do not rely on these numbers but use them as one source of information for your own investigation and analysis. Your actual costs may vary significantly from these estimates. You should review these figures carefully with a business advisor before making a decision to invest in a Purchase Green franchise. You may have additional expenses, or other categories of expenses. We relied on our officers' experience of more than 11 years. You should not plan to draw income from operations during the start-up and development stage, which could substantially exceed 3 months. You should have reserves to cover other expenses, losses or unanticipated events. Generally, none of the expenses is refundable, except security deposits may be refundable and some premium may be refunded when an insurance policy is cancelled before its term ends. We do not provide direct or indirect financing.

ITEM 8:
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Location of Your Showroom/Sales Office/Warehouse.

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

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

You must operate only at the agreed location. If the lease ends or the location is destroyed, then we'll consent to you changing to a new location that meets our requirements. You locate, lease or purchase the location for your showroom/sales office/warehouse. We don't assure of any level of sales, revenue or performance at the location.

The location must meet our requirements, that we tell you in the Operating Manual. Before leasing (or buying) you give us a description of the proposed location and letter from the landlord

indicating you'll be able to lease the location. We'll try to tell you within 10 days if we approve or not or need more information.

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

(i) Right for us to receive assignment of the lease on termination or expiration of the franchise;

(ii) Lessor must provide us a copy of any written notice of deficiency or default and giving us the right (but not obligation) to cure within 30 days after expiration your time to cure;

(iii) Provision that you can display our signs according to our specifications;

(iv) Provision allowing construction of improvements and use meeting our requirements;

(v) Provision that you'll be free from disturbance/interference by the lessor's lender or lienholder

(vi) Our Conditional Lease Assignment or equivalent, signed by the landlord and you;

(vii) Other provisions we deem reasonable to require.

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

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

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

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

Products

You must purchase all artificial grass, artificial putting green, solar lights, installation accessories, maintenance tools, ancillary items such as lights, and other products (we provide you a list with our confidential price sheet), essentially all resalable merchandise, from us. You cannot obtain these from anyone else, without our consent. This includes anything we consider to be equivalent or substitute products. Packing materials may be obtained from us or from third parties.

Goods and Services

We provide you a list of approved suppliers and products for your Purchase Green business. This could be on our website or provided by other means. Some items you may be required to buy from and use approved suppliers and/or products. For some items we will designate ourself or entities affiliated with us as sole approved supplier.

If you propose to use or obtain items or services not approved by us, or from a source not designated by us as an approved supplier, you must request our approval and submit specifications, photos, samples and other information we request. We will determine if the item, service or supplier

meets our specifications and standards and notify you if you may use the proposed product or service or supply. In the event of numerous requests by you or multiple Franchisees, we will have the right to implement a reasonable fee for such reviews.

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

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

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

Advertising

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

Insurance

Before opening you must obtain insurance meeting criteria we require, from carriers with a Best rating of "A" or better and otherwise satisfactory to us. At the issuance date of this Disclosure Document our requirements are: (1) comprehensive general and professional liability of at least $1 million per occurrence and $2 million aggregate; (2) employment practices liability insurance of at least $1 million; (3) workers' compensation or other employer's liability; (4) any insurance required by law; (5) property insurance of at least $100,000 and equal to the value of your equipment, fixed assets and inventory; (6) automobile liability coverage including non-owned auto liability coverage of at least $1 million; and (7) insurance required under the lease for your location. Each policy must name us and our owners, members, managers, directors, officers and employees as additional insureds and must provide us 30 days' notice of material modification, cancellation, or expiration. Policies must not have any exclusion for claims between insureds. You must maintain all required policies in force during the entire term of the Franchise Agreement.

If you don't obtain and maintain all required insurance, we can get all or part of the insurance or comparable coverage. (We are not obligated to do this). You pay the charges for the insurance and a reasonable fee for expenses incurred by us.

Software

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

Other Matters Regarding Sources of Products and Services

We (or our affiliates) will derive revenue from purchases you are required to make from us (or our affiliates) of products for resale. The revenue will equal amounts you pay us (or our affiliates) for such items. At the issuance date of this disclosure document, we did not yet have revenue because

we were recently formed. For this reason, our revenue from required purchases and leases was also zero.

Our affiliate PTP's's total revenue in 2020 was $30,316,547. PTP's revenue from required purchases or leases was $6,667,454or about 22% of its revenue.

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

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

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

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

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

There are no purchasing or distribution cooperatives at this time.

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

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

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

ITEM 9:
FRANCHISEE'S OBLIGATIONS

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

	Obligation	**Section in Franchise Agreement**	**Disclosure Document Item**
a.	Site selection and acquisition/ lease	3.	8
b.	Pre-opening purchases/leases	6.c., 8	7, 8, 11
c.	Site development and other pre-opening requirements	3.5, 6.g.	11
d.	Initial and ongoing training	4.d.(v), 6.m., 29	11
e.	Opening	2., 6.m., 26	11
f.	Fees	1., 3.b., 6.p., 13.g., 13.h, 21.d., 30, 31.c., 46	5, 6,7
g.	Compliance with standards and policies/operating manuals	3.c., 3.d.(iv). 6.a., 6.g., 6.h., 6.l., 7.a., 15, 19.d., 21.f.(iii), 23.a.(iii)	11
h.	Trademarks and proprietary information	14, 19.c., 19.d., 21.f.(iii), 23.a., 34.	13, 14
i.	Restrictions on products/services offered	5.b., 8.e., 21.f.(iv), (v), (xiv), (ix), 35	8, 16
j.	Warranty and customer service requirements	6.i., 12	n/a
k.	Territory development and sales quotas	5.f., 6.c., 6.d., 9, 10	n/a
l.	Ongoing product/service purchases	6	8
m.	Maintenance, appearance and remodeling requirements	6.f., 6.g., 6.y.	n/a
n.	Insurance	6.o., 21.f.(vii), 26	6,7
o.	Advertising	5.c., 6.c., 6.u., 14.d., 17., 19.c.	8, 11
p.	Indemnification	20	6, 8
q.	Owner's participation/ management/ staffing	6.h., 6.i., 6.l., 6.m.	15
r.	Records and reports	18., 19.	n/a
s.	Inspection and audits	19.	6
t.	Transfer	27	17
u.	Renewal	4.b.-d.	17
v.	Post-termination obligations	23.	17
w.	Non-competition covenants	25.	17
x.	Dispute resolution	37, 38, 46	17

ITEM 10:
FINANCING

Neither we nor any agent or affiliate of ours offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or any part of any financing arrangement of yours.

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

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

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

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

2. We will evaluate sites you propose. (Franchise Agreement Section 3.c.). We do not locate potential sites or assist in negotiating to lease or purchase a site; and we do not generally own the sites where our franchisees are located.

We and our employees do not claim to have expertise in selecting sites; or more knowledge then you about the area where you'll operate. We make no representation that results of your business will be satisfactory by any measure by being located at an approved location. Approval is for our benefit, indicating only that we consented that the proposed site meets minimum criteria satisfactory to us, based on our experience and is not any assurance to you.

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

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

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

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

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

5. We'll provide you electronic access to our Operating Manual, Standard Operating Procedures and our Learning & Management library. These contain specifications, standards, operating procedures and rules for the Purchase Green business and information relative to your

obligations. We can add to and modify these documents. You must keep these confidential. (Franchise Agreement Section 15.a.) You must operate your Purchase Green business in compliance with the terms of your Franchise Agreement and these Manuals.

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

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

8. We create and manage Local Business Listing(s). (Franchise Agreement Section 7.d.)

9. We provide you an Adtrack phone number (owned by us), associated ad group and call recording and roll-over call support. You pay a monthly fee, currently $140. (Franchise Agreement Section 7.h.)

10. We provide you a marketing automation platform user account for lead and call management. (Franchise Agreement Section 7.j.)

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

(b) Time to Start Operating.

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

(c) Hiring and Supervision and All Other Roles Regarding Personnel

You select and hire employees for your business. People you hire will be your employees, not employees of us. They are not for any purpose to be deemed to be our employees or subject to our direct or indirect control, most particularly regarding mandated or other insurance coverage, taxes or contributions or requirements regarding withholdings from their pay, required by the government. You file your own tax, regulatory and payroll reports, and are responsible for all employee benefits and workers compensation insurance payments for your employees and operations.

Our authority under the Franchise Agreement to train and approve supervisorial or managerial personnel for qualification to perform certain functions for your Purchase Green business does not directly or indirectly vest us with power, authority or right to hire, fire or control any of your personnel. You will be solely responsible for all hiring and employment decisions and functions relating to your Purchase Green business, including hiring, firing, training, establishing compensation, compliance with wage and hour requirements, including minimum wage, personnel policies, benefits, recordkeeping, including authorization of persons to work in the United States, supervision and

discipline, regardless of whether you received advice from us on these subjects or not. (Franchise Agreement Section 6.o.)

Any guidance we may give you regarding employment policies should be considered merely examples. You will be responsible to establish and implement your employment policies, and should do so in consultation with local legal counsel experienced in employment law.

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

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

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

3. We may provide additional and remedial training programs for new or replacement supervisorial or managerial personnel (Franchise Agreement Section 6.m.)

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

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

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

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

8. We or affiliates will supply products listed on our website to you for sales within the Territory at prices which won't exceed the prices offered to any Purchase Green franchisee within one hundred (100) miles of your Territory. We can make changes, introducing new product, discontinuing products and changing prices, as examples. We'll try to give you 60 days notice, but we aren't obligated to. (Franchise Agreement Sections 8.a-c.)

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

10. We will try to keep a sufficient inventory of products to be able to fulfill your purchase orders in a reasonable time in most instances; keep you informed of our inventory levels and provide reasonable advance notice of potential out-of-stock conditions; and try to provide you 60 days notice where possible of any changes in our product line (Franchise Agreement Section 8.c.).

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

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

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

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

(e) Products and Pricing

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

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

(f) Advertising.

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

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

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

We do not have an obligation to do particular advertising, whether in a particular amount, geography or media. You are not obligated to contribute to an advertising fund or participate in a cooperative of franchisees for advertising. There is no franchisee council that advises us on advertising.

(g) Website and Internet.

We'll establish one or more websites to advertise, market and promote the Purchase Green brand and Purchase Green businesses. These may include the Purchase Green franchise opportunity. You must not maintain an internet website or a presence or advertise on the internet or other computer network without our prior written consent.

We'll establish your internet presence. This will be a page or portion in our website, or separate website with a distinct domain name. We'll have sole authority to establish the domain name and website. We'll have the rights for us or our designee to own the website and domain name, edit its

contents and/or suspend its accessibility in whole or in part. (Franchise Agreement Section 17.b.)

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

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

(h) Computer Hardware/Software.

You will use Quickbooks for bookkeeping and as your point of sale (POS) system. You will need a computer. We do not currently require you to use a specific computer. At any time, we can specify computer hardware, software and peripheral equipment you must obtain or set minimum specifications.

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

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

We can change the required software. We can require you to update the software. (Franchise Agreement Section 18)

You must, at your cost, update and modify the computer hardware/systems to meet changes in our specifications. (Franchise Agreement Section 18)

(i) Manuals. The table of contents for the Operating Manual is attached as Exhibit G to this Disclosure Document. (Franchise Agreement Section 15)

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

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Learning Management System	.5		LMS System (digital learning)
Product Knowledge	3		LMS System (digital learning)
Tools & Accessories	1		LMS System

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
			(digital learning)
Installation Basics	1		LMS System (digital learning)
Store Operations	1.5		LMS System (digital learning)
Lead Management	1.5		LMS System (digital learning)
Accounting:	8		Corporate Training Office
Installation Training	8		Corporate Training Office
Store Operations – Inventory Management	4		Corporate Training Office
Store Operations – Warehousing & Safety	4		Corporate Training Office
Store Operations – Lead Management	4		Corporate Training Office
Online Order Processing	2		Corporate Training Office
Marketing Review	2		LMS System (digital learning)
Store Operations – Manager shadowing		40	Corporate Training Office
Total	**40.5**	**40**	

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

At the issuance date of this Disclosure Document training is supervised by Travis Smith who has 3 years' experience managing a Purchase Green Store and two years as a Regional Vice President overseeing corporate locations and Territory Holders. The person supervising training may be assisted by team members from our Office of Business Management, Learning & Development Manager, and New Store Coordinator.

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

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

ITEM 12: TERRITORY

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

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

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

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

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

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

(1) sell the same or related services, products and equipment outside your territory;

(2) offer to the public separately, jointly or with others, all related services and/or products of every kind, using Purchase Green marks, copyrights, and know-how, all outside your territory;

(3) establish, operate and/or license others to establish and/or operate franchised businesses anywhere adjacent to or outside the territory granted to you,

(4) establish, operate, and grant rights to others to establish and operate, franchised businesses and other similar or different businesses at any locations, on any terms we choose, outside the territory;

(5) develop and establish other business systems based outside the territory, which could distribute products or services similar to those offered by your business, using names or marks other than the Purchase Green marks, within or outside the territory, and to grant licenses to use those systems;

(6) advertise and promote the System anywhere, including the territory granted to you;

(7) acquire assets or minority or controlling ownership of businesses identical or similar to the Franchised Business, and/or franchise, license, and/or similar agreements for such businesses, some or all of which might be in or near the Territory;

(8) acquire other businesses, and/or be acquired by a business, whether identical or similar to Purchase Green, even if the other business operates, franchises and/or licenses competitive businesses in or near your territory;

(9) contract with, sell to or enter into alliances or similar relationships with National Accounts, which could have locations in your territory, to use for themselves or provide Purchase Green products and services to others;

(10) use our marks in promotion and marketing to identify products and services distributed at any location, including sales through retail locations, home improvement and hardware stores, distributors, Internet, catalog sales, telemarketing, or other direct marketing sales;

(11) use and license other marks (not "Purchase Green") in the sale of products and services the same, similar to, or different from, those you sell, in alternative channels, businesses the same, or similar to, or different from Purchase Green businesses, at any locations, on any terms, without granting you rights to them; and

(12) any activities not prohibited in the Franchise Agreement.

(13) use and license others to use the marks and system for operation of Purchase Green businesses at any location other than in your territory;

(14) use the marks in promotion and marketing to identify products and services distributed at any location, including sales through such channels as retail locations, home improvement and hardware stores, distributors, the Internet, catalog sales, telemarketing, or other direct marketing sales;

(15) use and license the use of other marks (dissimilar from the "Purchase Green" marks) in the sale of products and services the same as, similar to, or different from, those you sell, whether in alternative channels in businesses the same, or similar to, or different from Purchase Green businesses, at any location, and on any terms, without granting you any rights to them; and

(16) engage in any other activities not expressly prohibited in the Franchise Agreement provided, however, that such activities do not materially interfere with your business as an exclusive distributor of the Products in the territory.

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

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

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

Continuation of your territory does not depend on achieving a certain sales volume or market penetration or other contingency, but there will be minimum volume requirements to stay in compliance with the Franchise Agreement. The Franchise Agreement does not authorize us to modify your territory.

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

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

ITEM 13:
TRADEMARKS

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

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Purchase Green	5545105	August 21, 2018
	5545573	August 21, 2018
	5544929	August 21, 2018
	5540706	August 14, 2018
Cool Yarn	5861701	September 17, 2019
Hero Fill	5642888	January 1, 2019
Kickin' Grass	5545402	August 21, 2018
Mellow Fill	5931370	December 10, 2019
Turf Bomb	5654705	January 15, 2019
We're Happy, Helpful and Happy to Help!	5540882	August 14, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 14:
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

If we consent to you having less than full time involvement, you must employ and retain an individual who will have authority and responsibility for day-to-day operations. We don't have to consent. The manager must: actively supervise and manage the Purchase Green business full time and devote full time and best efforts to the Purchase Green business and no other business; meet our education, experience, and other criteria for the position; be an individual acceptable to us; and successfully complete the initial training program to our satisfaction.

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

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

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

Employees you hire or employ will be your employees and only your employees. They are not our employees, or subject to our direct or indirect control, particularly with regard to mandated or other insurance coverage, taxes or contributions, or requirements regarding withholding. You will file your tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation insurance payments for your employees and operations.

Our authority under the Franchise Agreement to train and approve your supervisorial or managerial personnel does not vest us with power or authority or right to hire, fire or control your personnel. You will be solely responsible for all hiring and employment decisions and functions relating to your Purchase Green business, including hiring, firing, training, remuneration, wage and hour compliance, minimum wage compliance, personnel policies, benefits, recordkeeping, authorization of persons to work in the United States, supervision and discipline of employees, regardless of whether you received advice from us on these subjects or not. Any guidance we may give you regarding employment policies should be considered merely examples. You will be responsible to establish and implement your own employment policies and should do so in consultation with local legal counsel experienced in employment law.

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

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

ITEM 16:
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only merchandise and services that are authorized by us, as described in the Operations Manual. Merchandise and services authorized by us may vary among franchisees based on specific market conditions, including any requirements of local laws and regulations that may restrict your ability to provide certain merchandise or services in the territory. We may change goods and services you must offer, on notice to you. There is no limit on the number or type of changes we

may make. We may modify the Purchase Green business specifications and authorized goods and services at any time and for any reason we believe will benefit the Purchase Green system. We will notify you of changes in writing.

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

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

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

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

THE FRANCHISE RELATIONSHIP

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

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the term of the franchise	4.a.	Initial term is 10 years.
b. Renewal or extension of term	4.b.	5 years. Provision in the renewal agreement for further renewal may be limited to not exceed 5 years. Renewal agreement may materially differ also in other ways.
c. Requirements for you to renew or extend	4.c., 4.d.	You must give us written notice of election to renew 180 – 270 days before expiration of term; you must have fully complied with Franchise Agreement, including payments to us and our affiliates, you must prove you will keep the showroom and warehouse for the renewal term and satisfy specifications and standards for the showroom and warehouse; at least 60 days before expiration, sign Franchise Agreement then being used by us; which may materially differ from current agreement; we can modify to omit or limit further renewal in excess of 5 years; we may ask you to attend re-orientation training; you must meet then-current requirements for new or renewal franchise.
d. Termination by you	21. a. c.	You may terminate with 90 days notice; you must pay an early termination payment, which is amount needed to achieve your minimum quantity of purchases for the year but at least 3

Provision	Section in Franchise Agreement	Summary
		months. You can terminate if we breach and fail to cure within 60 days of receiving written notice.
e. Termination by us without cause	None.	The Franchise Agreement does not have a provision for us to terminate without cause.
f. Termination by us with cause	3.d., 21.a, 21.b..	We can terminate the Franchise Agreement if we have cause.
g. "Cause" defined - curable defaults	3.d., 21.d 21.e., 21.f.	You fail to cure breach within 90 days after notice; fail to pay amount due to us, our affiliate or your landlord within 10 days after notice; fail to cure the following within 60 days after notice: (i) failure to operate; (ii) failure to obtain our written approval or consent where required; (iii) misuse, or unauthorized use of our intellectual property; (iv) participate in a business or marketing service or product under a name or mark confusingly similar to our intellectual property; (v) offer or sell unapproved product or service or fail to offer or provide all authorized products and services; (vi) engage in or permit violation of law, ordinance, rule or regulation; (vii) fail to obtain/maintain all required insurance or name us and affiliates as additional insureds; (viii) your manager is not qualified or no longer qualified; (ix) acceptable site not found/agreed within 45 days, lease not signed within 60 days; you have not started operating within 90 days of signing Franchise Agreement. We can terminate if you fail to purchase the Minimum Quantities in a calendar year. We'll provide written notice of intent to terminate by January 31 of the following year and you have until March 31 to cure. This cure (re minimum quantity) is available to you twice during the term.
h. "Cause" defined -non curable defaults	21.g.	(i) you abandon by failing to operate 10 days or shorter period and we conclude you do not intend to continue operating; (ii) you, or owner, shareholder, member, director, officer, manager, or partner is/are convicted of felony, fraud, crime involving moral turpitude or crime or offense we believe is likely to hurt our system, intellectual property or goodwill; (iii) you make misrepresentation relating to creation, acquisition or operation of the business; (iv) your conduct reflects materially and unfavorably on operation and reputation of the business or us or our intellectual property; (v) you fail, for 10 days after notice to comply with law, regulation or requirement, and fail to notify us; (vi) repeatedly fail to comply with 1 or more material requirements of Franchise Agreement, even if ultimately corrected; (vii) 3 or more material breaches in 12 months, even if cured; (vii) material breach of Franchise Agreement that is incapable of being cured; (ix) you or shareholder, director, officer, partner, member or employee acquire interest in similar business (except passive ownership of less than 3% of a public

Provision	Section in Franchise Agreement	Summary
		company is permitted); (x) unauthorized use or duplication of our business, products or services; (xi) unauthorized disclosure of confidential information; (xii) you sell, sublicense, assign or transfer any interest in the Franchise Agreement or the business; (xiii) violate covenant not to compete; (xiv) fail to start operating in the time provided in the Franchise Agreement; (xv) misrepresent, substitute or palm off non-authentic products or services; (xvi) knowingly maintain false books or records or submit a false report to us; (xvii) transfer any rights or obligations or interest without our consent; (xviii) violate law or ordinance that relates to or impacts providing or ability to provide products and services, or failure to notify us of notice of a violation; (xix) fail to comply with all laws and ordinances, or (xx) you or owner's assets, property or interests are blocked relating to terrorist activities.
i. Your obligations on termination/non-renewal	22.b., 23	Stop representing yourself as franchisee; stop use of our intellectual property, de-identify as franchisee; not operate or do business under any name or in any manner affiliated with us or any "Purchase Green;" return all copies of Operating Manual, and all forms, advertising matter, materials to us; cancel assumed name registrations; transfer or assign phone number to us; pay us all amounts owed to us or our affiliate; upon termination of the Franchise Agreement, we will be deemed to be fully released from any and all claims or causes of action you may have or claim to have against us, our shareholders, directors, officers and personnel
j. Assignment of contract by us	27.a.	We are not restricted from assigning agreements with you.
k. "Transfer" by you – defined	27.b.	"Assignment" includes actual or purported assignment, sale, transfer or other arrangement having purpose or effect of changing ownership or control in the Business. Actual or purported transfer aggregating 25% is an "assignment."
l. Our approval of transfer by you	27.b.	You may not transfer or assign interest without our prior written consent.
m. Conditions for our approval of transfer	27.c.	Proposed assignee must apply, meet our requirements, consent to background/credit check and additional investigation, demonstrate skills, qualifications, licensing and economic resources necessary to conduct the business; assume in writing all your obligations; you must have complied with all obligations to us;. You pay transfer fee equal to greater of $7,500 or 2% of non-contingent consideration due you as of the closing date (for a transfer to controlled entity, $2,500); proposed assignee complete training; you sign general release; you provide us agreements and other communications related to assignment; if transfer does not close, you reimburse our expenses in review of the proposed assignee.

Provision	Section in Franchise Agreement	Summary
n. Our right of first refusal to acquire your business	32.	In a proposed transfer or offer to buy that you are interested to accept, you must provide us an executed written offer to buy. We have 21 days to notify you if we wish to purchase on the terms in the offer. We can substitute money for any nonmoney consideration. If you own more than 1 Purchase Green franchise, we must exercise our right of first refusal on all your franchises. We can sever other assets from the franchise if we purchase.
o. Our option to purchase your business	24, 32	We have the right to buy your inventory on expiration or termination of Franchise Agreement. Within 30 days of right of first refusal, we have the right to buy your Business.
p. Your death or disability	28	Any transfer will be subject to our approval, which will not be unreasonably withheld.
q. Non-competition covenants during the term of the franchise	25.a.	You must not divert or try to divert any business or customer to any competitor, or knowingly do any other act harmful to the goodwill of our intellectual property. You must not own, maintain, advise, assist, consult, help, invest in, loan to, be employed by, engage in, or have interest in any business specializing, in whole or part, in activities of or authorized for Purchase Green business.
r. Non-competition covenants after the franchise is terminated or expires	25.b.	Starting on expiration or termination of Franchise Agreement and continuing for 24 months and within 60 miles of location of showroom/sales office/warehouse or within 60 miles of location of any Purchase Green showroom, you must not have an interest in any business specializing, in whole or part, in activities of or authorized for Purchase Green business. The exception is providing installation services.
s. Modification of the agreement	35, 44	We could need to change and develop products, services, procedures, advertising, brand usage and any other aspects of the operation under our intellectual property. You must accept, use and effectuate such changes or modifications to, or substitution as if part of the operation. Franchise Agreement can be modified only by mutual and written agreement between you and us.
t. Integration/merger clause	50.a., 50.b.	Only terms of the Franchise Agreement are binding. Any representations or promises outside of Disclosure Document and Franchise Agreement must not be relied on.
u. Dispute resolution by arbitration or mediation	37.	Disputes are decided by a single arbitrator, according to Commercial Rules of Arbitration of American Arbitration Association; any award is final and binding. A party may bring court action for injunctive relief in aid of arbitration. We may have temporary or preliminary injunctive relief without bond.
v. Choice of forum	37.	Arbitration, and any litigation, are in Los Angeles, California.

Provision	Section in Franchise Agreement	Summary
w. Choice of law	38.	California law governs. Where a California law says it is not applicable, such as an exemption for a franchisee meeting certain requirements or located elsewhere, such exemption or other basis of inapplicability shall be in effect. If a provision of the agreement would not be enforceable under California law, and if the business is outside California and the provision would be enforceable under laws of the state where the franchised business is located, then the provision will be interpreted and construed under the law of that state.
x. "Cause" defined - curable defaults	2.d.	We can require that you and your landlord enter into this Agreement with us.
y. Guarantee	44.c	If you are an entity, all individuals and entities that own 20% or more of the stock, membership interest or other form of equity must execute a Guaranty.
z. Non-Disclosure and Confidentiality Agreement	16.c., 26.e	All personnel employed by you who receive training from us; members, managers, directors, officers and holders of 5% or more of you, and of any entity directly or indirectly controlling you, and the general partners and limited partners must enter into non-disclosure and confidentiality covenants.

ITEM 18:
PUBLIC FIGURES

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

ITEM 19:
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or past financial performance of company-owned, affiliate-owned or Purchase Green Business. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Purchase Green Business, however, we may provide you with the actual records of that Purchase Green Business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Anthony Vena, phone (909)321-2969, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20:
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2018 to 2020*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
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	0	0

*After the above date from January to April 2021, three franchised units opened.

The above table provides data for outlets owned and operated by us, and franchises granted by us since we began offering franchises. Our parent, PTP operates locations. Before November 2019, when PTP was under prior ownership, it entered into Product Supply and Territory Holder Agreements. Nine territory holders have agreements with PTP for similar businesses in eleven territories in California, Colorado and Nevada. For PTP and the Territory Holder Agreements, the above table would appear as follows:

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Territory Holder Agreements	2018	9	10	+1
	2019	10	11	+1
	2020	11	11	0
PTP	2018	9	9	0
	2019	9	9	0
	2020	9	11	+2
Total Outlets	2018	18	19	+1
	2019	19	20	+1
	2020	20	22	+2

*After the above date from January to April 2021, two additional PTP units opened.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2018 to 2020

Year	Number of Transfers
2018	0
2019	0
2020	0

The above table provides data for franchises granted by us since we began offering franchises at the issuance date of this Disclosure Document. For PTP and the Territory Holder Agreements, the above table would appear as follows:

Year	Number of Transfers
2018	0
2019	0
2020	0

Table No. 3
Status of Franchise Outlets
For years 2018 to 2020*

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
All	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

*After the above date from January to April 2021, three franchised units opened, one each in California, Colorado and Texas.

The above table is for franchises granted by us. For the Territory Holder Agreements, the above table would appear as follows:

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Calif.	2018	8	1	1	0	0	0	8
	2019	8	1	0	0	0	0	9
	2020	9	0	0	0	0	0	9
Colo.	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Nevada	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Totals	2018	9	2	1	0	0	0	10
	2019	10	1	0	0	0	0	11
	2020	11	0	0	0	0	0	11

Table No. 4
Status of Company-Owned Outlets[1]
For years 2018 to 2020

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisees	Outlets at End of the Year
Ariz.	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Calif.	2018	6	0	0	0	0	6
	2019	6	0	0	0	0	6
	2020	6	1	0	0	0	7
Nevada	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Texas	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	1	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisees	Outlets at End of the Year
Totals	2018	9	0	0	0	0	9
	2019	9	0	0	0	0	9
	2020	9	2	0	0	0	11

[1] We do not own or operate any outlets. The above table is for outlets owned by our parent, PTP. After the above date from January to April 2021, two additional PTP units opened, one each in New Mexico and Utah

Table No. 5
Projected Openings as of April 15, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Arizona	0	0	0
California	0	0	0
Colorado	0	1	0
Florida	0	1	1
Nevada	0	0	0
Texas	0	1	0
Washington	0	0	1
Total	0	3	2

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

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

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

ITEM 21:
FINANCIAL STATEMENTS

Attached as Exhibit A is our financial statement as of September 29, 2020. Our fiscal year end is December 31.

ITEM 22:
CONTRACTS

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

The Non-Disclosure and Confidentiality Agreement is attached to this Disclosure Document as Exhibit C.

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

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

The Franchise Disclosure Questionnaire is attached to this Disclosure Document as Exhibit F.

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

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

ITEM 23:
RECEIPTS

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

EXHIBIT A
FINANCIAL STATEMENTS

Purchase Green Franchising, LLC
Balance Sheet
End of Mar 2021

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
Cash	
Bank	
Wells Fargo - Checking - Franchise	$129,068.32
Total - Bank	**$129,068.32**
Total - Cash	**$129,068.32**
Total Bank	**$129,068.32**
Accounts Receivable	
Accounts Receivable	($2,291.66)
Total Accounts Receivable	**($2,291.66)**
Other Current Asset	
Other Current Assets	
Intercompany Clearing Account	($13,700.76)
Prepaid Expenses	$12,500.00
Undeposited Funds	$2,291.66
Total - Other Current Assets	**$1,090.90**
Total Other Current Asset	**$1,090.90**
Total Current Assets	**$127,867.56**
Total ASSETS	**$127,867.56**
Liabilities & Equity	
Long Term Liabilities	
Deferred Franchise Holder Fees	
Deferred Franchise Holder Fees - Austin	$50,000.00
Deferred Franchise Holder Fees - Fresno	$36,269.14
Deferred Franchise Holder Fees - So Colorado	$36,489.81
Total - Deferred Franchise Holder Fees	**$122,758.95**
Long Term Liabilities	
Loan to/from PG Franchising	$60,000.00
Total - Long Term Liabilities	**$60,000.00**
Total Long Term Liabilities	**$182,758.95**
Equity	
Retained Earnings	($29,870.51)
Net Income	($25,020.88)
Total Equity	**($54,891.39)**
Total Liabilities & Equity	**$127,867.56**

EXHIBIT B

FRANCHISE AGREEMENT

Franchise Agreement

This Franchise Agreement ("Agreement") is entered into on [MONTH] [DATE] [YEAR] ("Effective Date") by and between Purchase Green Franchising, LLC, a Delaware limited liability company, with its offices at 2701 Kimball Ave., Pomona, CA 91767 ("PGF") and [LEGAL ENTITY NAME] (d/b/a Purchase Green [TERRITORY]), a [ENTITY STATE] [ENTITY TYPE], whose address is [ENTITY ADDRESS] ("Franchisee").

Background

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

Agreement

1. Fee.

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

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

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

2. Target Opening Date.

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

3. Location.

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

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

c. Franchisee will be solely responsible to locate, lease or purchase a suitable site for the Business. Nothing in this Agreement shall be interpreted as assurance of any level of revenues, sales or other measure of business or measure of performance for the location nor shall any site recommendation or consent by PGF be deemed a representation that a site is available for use as a Business. Prior to acquisition by lease or purchase of any site, Franchisee shall submit a description of the proposed site to PGF, together with a landlord's letter of intent or other evidence satisfactory to PGF which confirms Franchisee's favorable prospects for obtaining the proposed site. PGF shall try to notify Franchisee within ten (10) days after receiving Franchisee's proposal and all needed information, whether PGF consent to or withholds consent to the proposed site. Any site for the Business must comply with PGF's requirements set forth in the PGF's Confidential Operating Manual and Standard Operating Procedures (collectively, the "Operating Manual").

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Term and Renewal.

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

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

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

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

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

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

(iii) Franchisee shall by the expiration of the Term have proven to PGF's satisfaction that Franchisee has the right to remain in possession of the premises for the showroom and warehouse for the renewal term and shall have brought the showroom and warehouse into full compliance with the specifications and standards then applicable for a new or renewing Purchase Green franchise.

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

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

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

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

5. Exclusivity.

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

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

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

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

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

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

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

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

6. Franchisee Responsibilities.

Franchisee shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

r. Pay PGF a monthly charge for the Adtrack phone number, call recording, call support and business intelligence dashboard provided by PGF. At the time of entering into this Agreement the monthly amount is $140. In view of the 10-year duration of this Agreement, PGF shall have the right to increase this amount proportionally to changes in the actual cost per line and cost per minute paid to outside vendors for this service or other reasonable basis. The base year cost is based upon a cost of $10 per phone number, $.08 per minute and $30 per month per business intelligence dashboard.

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

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

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

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

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

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

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

7. PGF Responsibilities.

PGF shall:

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

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

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

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

e. Create and maintain a Local Business Listing, with Franchisee's cooperation.

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

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

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

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

j. At PGF's sole cost, provide the Franchisee with a marketing automation platform user account for lead and call management.

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

l. Provide Franchisee with training for up to three (3) persons and support to include: warehouse requirements and setup; Product display; accounting setup and administrative support; inventory management; suggested pricing structures; guidance on Product knowledge and installation procedures. If PGF determines that Franchisee or a person associated with Franchisee is are unable, or PGF comes to doubt Franchisee or such other person's ability to satisfactorily complete any part of training, PGF can require attendance at additional training

to prove the ability to operate the Purchase Green business to PGF's satisfaction, or require Franchisee or a new approved designee to complete the training subject to PGF's then-current training requirements, or terminate the Franchise Agreement.

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

8. Purchase and Supply of Products.

a. PGF agrees to sell or arrange for its affiliate and/or other supplier(s) ("Designated Suppliers") to sell to Franchisee, and Franchisee agrees to buy from Designated Suppliers, the Products identified separately but as generally listed at www.purchasegreen.com at prices which shall not exceed the prices offered to any other Purchase Green franchisee within one hundred (100) miles of the Territory. The foregoing does not apply to transportation charges.

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

c. PGF shall use reasonable efforts to notify Franchisee of changes at least sixty (60) days in advance but is not obligated to do so.

d. If Franchisee proposes to use or obtain items or services not approved by PGF, or from a source not designated by PGF as an approved supplier, Franchisee must request PGF's approval and submit specifications, photos, samples and other information PGF may request. PGF will determine if the item, service or supplier meets PGF's specifications and standards and notify Franchisee if Franchisee may use the proposed product or service or supply. In the event of numerous requests by Franchisee or multiple Franchisees, PGF shall have the right to implement a reasonable fee for such reviews.

e. The parties acknowledge that Franchisee may identify a proposed item, service or supplier that may be, appears to be or is competitive with, equal to or better in terms of price, quality, features or service than items, services or supplier(s) designated by PGF. PGF has or could have at the time broader, longer term and other interests to advance, including but not limited to standardization and uniformity among franchisees, maintaining and growing volume of purchases with particular supplier(s), long-term supplier relationships, supply to a wider range of franchisees reliability of supply, distribution of products and services of PGF and affiliates, and other interests, Franchisee shall not complain that PGF declined approval of such item, service or supplier on the above or any particular grounds.

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

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

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

9. Failure to Purchase Minimum Quantities.

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

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

10. Failure to Fulfill Purchase Requirements.

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

b. The temporary right in Section 10(a) applies only to the Product that Designated Supplier(s) is/are unable to supply and only during the time Designated Supplier(s) are unable to supply the Product and only to the quantity ordered that is in excess of the amount that the Designated Supplier(s) is/are able to supply. As soon as PGF or other Designated Supplier notifies Franchisee of being able to supply such Product, the temporary right automatically expires and requirement to purchase exclusively from Designated Supplier(s) resumes. These provisions of this Section 10 are Franchisee's sole right and remedy for failure of Designated Suppliers to supply any Product.

11. Delivery of Products / Shipping.

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

12. Warranty and Limitation of Remedies; Disclaimer.

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

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

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

13. Inspection and Acceptance.

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

b. The Designated Supplier shall supply Products to Franchisee at prices specified in the Designated Supplier's price list, published from time to time. The price of each Product includes packaging costs, applicable taxes (excluding sales tax, as Franchisee will make purchases using a valid resellers permit), customs duties, export duties, or similar tariffs or fees the Designated Supplier may be required to pay or collect. Franchisee will not be charged for

insurance or storage of Products. The Designated Supplier may update the price sheet annually or sooner if the price of raw materials, fabrication, ocean transit charges, duties, labor, insurance, or other inputs increase.

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

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

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

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

g. Payment shall be by cash, check or ACH payment. Payment by credit card will incur a 2% convenience fee**.** PGF shall have the right to limit payment methods and/or designate a specific method. When PGF permits or requires payment by ACH, Franchisee shall execute and deliver to PGF the authorization(s), pre-authorized check forms and other instruments or drafts required by PGF's bank, to enable PGF to draw amounts from Franchisee's bank account(s) payable to PGF. If a payment instrument or attempt is refused for insufficient funds or other reason, PGF may, at its discretion, attempt to process the charge again and charge an additional processing fee. PGF shall have access to the account for the purpose of receiving payment for invoices and other amounts which Franchisee owes to PGF.

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

14. Intellectual Property.

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

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

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

d. Franchisee shall use PGF IP on Products and in advertising Products. PGF will cooperate with Franchisee's marketing, advertising, and packaging personnel to coordinate use of PGF IP, and any other text that mentions PGF. The Products shall not be relabeled,

rebranded or repackaged in a way that conceals that they are PGF Product. Franchisee shall not make any change to marketing, advertising, or packaging without prior written approval of PGF.

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

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

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

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

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

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

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

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

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

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

15. Operating Manual.

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

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

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

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

16. Protection of Confidential Information.

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

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

c. Franchisee must require all personnel having access to any know-how or Confidential Information provided by PGF, or otherwise having a role in operating the Business, to execute written covenants to maintain the confidentiality of information they receive in their employment or engagement by Franchisee, in substantially the form attached as Exhibit D or other form acceptable to PGF. The covenants must expressly identify PGF as a third-party beneficiary of the covenants with the independent right to enforce them.

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

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

17. Advertising.

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

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

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

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

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

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

18. Recordkeeping and Reporting.

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

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

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

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

19. Audit and Inspection.

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

tax information. Franchisee must cooperate with the inspection and/or audit and provide and explain all records requested by the auditor or inspector.

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

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

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

20. Indemnification.

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

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

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

d. PGF agrees, at PGF's cost, to defend, indemnify and hold harmless Franchisee and Franchisee's members, shareholders, managers, directors, officers, employees, agents and representatives from losses, costs and expenses incurred in any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry or settlement which arises out of or is based on: infringement by PGF or other violation by PGF of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; violation or breach by PGF of any contract, federal, state, or local law, regulation, ruling, standard, or directive or of any industry standard; libel, slander or any other form of defamation or disparagement by PGF; violation or breach by PGF of any warranty, representation, agreement, or obligation in this Agreement; any acts, errors, or omissions by PGF; inaccuracy, lack of authenticity, or non-disclosure of any information by PGF; provided, however, that PGF's obligations under this paragraph shall not apply to any losses, costs or expenses arising from the acts or omissions of Franchisee.

21. Grounds for Early Termination.

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

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

c. This Agreement may be terminated by Franchisee at any time, with 90 days prior written notice to PGF. The notice of termination from Franchisee to PGF must be accompanied by an "Early Termination Payment." The Early Termination Payment shall be an amount required to have paid for the full year Minimum Quantity through the period of time until the next anniversary of the date of this Agreement, or one-fourth (1/4) of a full year's Minimum Quantity, whichever is greater. Franchisee shall also comply with Sections 23, 24 and 25 and all other provisions that take or remain in effect on expiration or termination.

d. This Agreement may be terminated by PGF in the event Franchisee fails to purchase the Minimum Quantities during any calendar year. In the event PGF desires to terminate this

Agreement pursuant to this subsection (d), PGF must deliver to Franchisee written notice of PGF's intent to terminate on or prior to January 31st of the following year and give to Franchisee until March 31st of said year to cure the default. This cure right shall only be available to Franchisee twice during the term of this Agreement.

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

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

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

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

(iii) misuse, or use in an unauthorized manner, any of the PGF IP or acting in a way that materially impairs goodwill associated with any of the PGF IP or PGF's rights therein;

(iv) participate in any business or marketing of any service or product under a name or mark which, in PGF's reasonable opinion, is confusingly similar to any of the PGF IP;

(v) offer or sell, as part of the Business, any unapproved product or service or fail to offer or provide on a regular basis all products and services authorized by PGF to be offered and sold in the Business;

(vi) by act or omission, engage in or permit violation of any law, ordinance, rule or regulation of any government entity to remain uncorrected in the absence of a good faith dispute over its applicability or legality and without promptly resorting to an appropriate administrative or judicial forum for relief;

(vii) fail to obtain and maintain all required insurance policies or fail to name PGF and the other persons/entities referenced in Section 26 as additional insureds according to the terms of this Agreement;

(viii) any of Franchisee's managers, in PGFs reasonable opinion, is not qualified (or is no longer qualified) to act as manager, and PGF determines in its reasonable judgment that Franchisee and the manager is not likely to be able to be qualified.

g. This Agreement may be terminated by PGF effective on delivery of written notice of termination, without any obligation to allow Franchisee an opportunity to cure, upon the occurrence of any of the following events of default, with termination effective immediately on Franchisee's receipt of notice of termination:

(i) Franchisee abandons the Business by failing to operate the business for a period of ten (10) consecutive days or any shorter period after which it is reasonable for PGF to conclude that Franchisee does do not intend to continue to operate the Business;

(ii) Franchisee, or any owner or shareholder, director or officer of a corporate franchisee, or any member or manager of a limited liability company franchisee, or any partner or officer of a franchisee conducting business as a partnership, are/is convicted of a felony, fraud, crime involving moral turpitude or other crime or offense PGF reasonably believes is likely to have an adverse effect on the system of Purchase Green businesses, PGF IP, or their goodwill;

(iii) Franchisee makes any material misrepresentation relating to the creation, acquisition or operation of the Business or engages in conduct which reflects materially and unfavorably on the operation and reputation of the Business or PGF or the PGF IP;

(iv) Franchisee fails, for a period of ten (10) days after notification of non-compliance by any government or other authority, to comply with a federal, state or local law, regulation or requirement applicable to operation of the Business, and/or fail promptly to notify PGF of the notification and steps taken to cure the non-compliance;

(v) Franchisee repeatedly fails to comply with one (1) or more material requirements of this Agreement, whether or not the failures were or are ultimately corrected;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Additional Remedies.

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

and obligations of the parties that accrued prior or subsequent to such payment breach or default.

23. Obligations On and After Expiration or Termination.

a. On termination of this Agreement:

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

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

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

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

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

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

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

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

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

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

24. Purchase Option.

On expiration or termination of this Agreement PGF shall have the option to purchase any or all of Franchisee's inventory of Products and any local goodwill Franchisee may have in the business. To facilitate PGF's analysis and decision whether to exercise the option, and if so, as to which items in the inventory, Franchisee shall provide PGF a detailed inventory of the Products detailing each item by product description, SKU or other applicable designation, quantity, original purchase price, length of time in inventory, location, and condition and other information that PGF requests. The foregoing are referred to as the "Territory Assets". The purchase price for Products selected by PGF shall equal the amount paid by Franchisee for those items of inventory purchased by PGF and for the local goodwill, an additional One Thousand Dollars ($1,000) ("Purchase Price"). PGF may exercise this option by written notice to Franchisee of PGF's election to do so. PGF shall have until the expiration of thirty (30) days after receiving all the above information from Franchisee in writing, to notify Franchisee if PGF elects to exercise this option. If PGF elects to purchase any Territory Assets, Franchisee and PGF shall enter into a Bill of Sale, General Assignment and Conveyance in the form attached as Exhibit C ("Bill of Sale").

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

a. In-Term Covenants

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

1. Divert or attempt to divert any business or customer of the Business to any competitor, by direct or indirect inducement or otherwise, or knowingly do or perform, directly or indirectly, any other act harmful to the goodwill associated with the PGF IP;

2. Own, maintain, advise, assist, consult, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities of or authorized for the Business.

b. Post-Term Covenants

Franchisee agrees that Franchisee shall not, for a continuous uninterrupted period starting on expiration or termination of this Agreement, regardless of the cause for expiration or termination (unless the cause for termination is PGF's breach of, or inability to honor, its obligations hereunder), or on transfer of this Agreement or the Business and continuing for twenty four (24) months thereafter (and in case of any violation of this covenant, during the period of the violation and, without waiving the breach during the period of violation, for twenty four (24) months after the violation ceases), directly or indirectly, for Franchisee's self, or through, on behalf of, or in conjunction with any person, persons or entity, own, maintain, advise, assist, consult, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities of or authorized for the Business, that is located or operates within a radius of sixty (60) miles of the location of the showroom/sales office/warehouse or within a radius of sixty (60 miles of the location of any Purchase Green showroom, whether franchised or owned by PGF or affiliate. Nothing in this section restricts Section 5 b. providing installation services.

c. Amendment of Covenants

Each of the above covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 25 is held to be unreasonable or unenforceable by a court or arbitrator having jurisdiction to which PGF is a party, the court or arbitrator is requested to enforce, and Franchisee agrees to be bound by, the lesser covenant, lessened on a mile-by-mile radial basis, and lessened on a month-by-month basis and lessened by any discreet activity description, that is subsumed within the terms of the covenant, that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made part of this Section 25.

d. Injunction

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

e. Additional Covenants

At PGF's request, and upon advice of Franchisee's legal counsel that such practices are legal and enforceable in the local jurisdiction(s) in which Franchisee operates (provided, that, if Franchisee's legal counsel is unable to provide such advice, then Franchisee shall inquire to counsel and inform PGF as to the maximum of the following that can be done legally in such jurisdiction(s)), Franchisee shall require and obtain execution of covenants substantially similar to those in this Section 25 (including covenants applicable on the termination of a person's relationship with Franchisee) from: (a) key persons employed by Franchisee who received training from PGF; (b) members, managers, directors, officers and holders of a beneficial interest of five percent (5%) or more of the securities or interests of Franchisee, and of any entity directly or indirectly controlling Franchisee, if Franchisee is an entity; and (c) the general partners and any limited partners (including any entity, and the members, managers, directors, officers and holders of a beneficial interest of five percent (5%) or more of the securities of any entity which controls, directly or indirectly, any general or limited partner), if

Franchisee is a partnership. Each covenant required to be executed pursuant to this Section 25 shall be on a form supplied by or approved by PGF, including, without limitation, identification of PGF as a third-party beneficiary of the covenants with the independent right to enforce them. The form attached as Exhibit D shall be deemed to be satisfactory.

26. Insurance.

a. Prior to opening the Business, Franchisee must obtain the following insurance coverage under policies of insurance issued by carriers having an A.M. Best rating of "A" or better and otherwise satisfactory to us: comprehensive general liability and professional liability insurance in the amount of at least Two Million Dollars ($2 million) in the aggregate, One Million Dollars ($1 million) per occurrence; property insurance in an amount equal to the greater of the value of Franchisee's fixed assets, equipment and usual inventory, or One Hundred Thousand Dollars ($100,000); workers' compensation or other employer's liability; any insurance required by statute or rule where Franchisee's business is located; automobile liability coverage including non-owned auto liability coverage of at least One Million Dollars ($1 million); and insurance required under any property or equipment lease.

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

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

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

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

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

27. Transfer.

a. Assignment by PGF

PGF will have the right to assign, transfer or sell PGF's rights under this Agreement to any person or entity, in whole or in part, on one or more occasions. Upon assignment and assumption, PGF shall be under no further obligation hereunder, except for any accrued

liabilities. Franchisee acknowledges and agrees that PGF may go public; engage in a private placement of some or all of PGF's securities; merge, acquire entities, be acquired; and/or undertake refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. These may include any such transactions with or involving competitive or non-competitive franchises, chains or other business, regardless of location(s), and PGF may operate, franchise or license those businesses and/or facilities as "Purchase Green" businesses operating under the PGF IP and/or other trademarks following such transaction. In some instances, such locations could be close to or overlap Franchisee's location or Territory or area Franchisee service.

b. Assignment by Franchisee

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

c. Conditions to Consent to Transfer

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

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

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

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

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

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

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

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

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

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

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

28. Death or Disability.

a. On Franchisee's death, or if Franchisee is determined to suffer a legal incapacity (or, if Franchisee is an entity, then on death or legal incapacity of the shareholder, member, manager, officer or partner principally responsible for the operation of the Business), the transfer of Franchisee's interest to Franchisee's heirs, legatees, personal representatives or conservators, surviving partner(s) or fellow shareholder(s), as applicable, shall not constitute an "assignment" and shall not give rise to PGF's right of first refusal to purchase the Business set forth in Section 32, if all the following conditions are met:

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

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

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

29. Additional Training.

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

30. Operation by PGF.

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

31. Transfer to a Corporate Entity.

If Franchisee wishes to transfer Franchisee's interests to an entity formed by Franchisee solely for convenience of ownership, Franchisee must obtain PGF's prior written consent. PGF can require or make any or all of the following, conditions to giving consent to the proposed assignment:

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

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

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

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

32. Right of First Refusal.

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

by a third party and accepted or proposed to be accepted by Franchisee, in a wholly arms-length transaction. The right of first refusal shall be exercised as follows:

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

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

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

33. Improvements and Inventions Belong to PGF.

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

34. No Security Interests.

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

35. Modifications.

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

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

c. Any fees and charges provided for in this Agreement as a specified amount, or maximum amount, represent the amount of the fee or charge at the date of execution of this Agreement. Such specified or maximum amounts may be increased by PGF from time to time, to account for inflation or other cost increases impacting PGF's costs and expenses associated with matters pertaining to such fee or charge.

36. Force Majeure.

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

37. Arbitration.

a. Any controversy or claim arising out of or relating to this Agreement, or actual or claimed breach, termination or invalidity of this Agreement, shall be settled by arbitration before a single arbitrator, according to the Commercial Rules of Arbitration of the American Arbitration Association. The arbitrator shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws

of the state of California without regard for principles of conflicts of law. Any award made pursuant to the arbitration shall be deemed final and binding and may be entered and enforced in any court having jurisdiction.

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

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

38. Jurisdiction and Venue.

Any litigation arising from or relating to this Agreement, including confirmation of any arbitration award, shall be brought exclusively in the United States District Court for the Central District of California or Superior Court of California for the County of Los Angeles. The parties submit, consent and waive objection to the jurisdiction and venue of those courts.

39. PGF Business Judgment.

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

40. Waiver.

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

41. Successors and Assigns.

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

42. No Third-Party Beneficiaries.

Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies on any person or legal entity not a party hereto with the exception that the persons and entities referred to in Section 20 to be indemnified, defended and held harmless, and the persons and entities in Section 26 to be named as additional insureds are each third party beneficiaries with the right to enforce such provisions for their benefit, even though they are not signers of this Agreement.

43. Relationship.

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

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

c. If Franchisee is an entity, Franchisee shall cause all individuals and entities that own twenty percent 20% or more of the stock, membership interest or other form of equity in Franchisee to execute and deliver to PGF a Guaranty in the form of Exhibit F. If any such

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

44. Modification.

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

45. Notice.

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

If to PGF:	If to the Franchisee:
Purchase Green Franchising, LLC	_____
2701 Kimball Ave.	_____
Pomona, CA 91767	_____
Attn: President	Attn: _____

46. Governing Law; Attorney's Fees.

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

47. Severability.

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

48. Affirmation of the Parties.

The Parties affirm that they entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement and that they read and understood this Agreement. Franchisee acknowledges having the opportunity to consult with an attorney of Franchisee's choice to review and advise on this Agreement if Franchisee wished to do so.

49. Headings.

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

50. Complete Agreement.

a. This Agreement contains the final, complete and exclusive expression of the terms of the parties' agreement and supersedes and replaces any and all prior and/or concurrent discussions, negotiations, communications, understandings, agreements, inducements, courses of dealing, representations (financial or otherwise), promises, options, rights of first refusal, guarantees, warranties (express or implied) or otherwise (oral or written) between Franchisee and PGF. PGF disclaims any understandings, agreements, inducements, course(s) of dealing, representations (financial or otherwise), promises, options, rights of first refusal, guarantees, warranties (express or implied) or otherwise (oral or written) not stated in this Agreement.

b. Franchisee has not received or relied on (nor has PGF or any of PGF's representatives, employees or agents made) any sales, income or other projection or any statement, representation, data, chart, table, spreadsheet or math calculation or otherwise which stated or suggested any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise, nor did Franchisee receive or rely on any representation of any working capital or other funds needed to reach "break-even" or other level, other than any of the foregoing stated in a Franchise Disclosure Document. If any such information, promise, representation and/or warranty was provided to Franchisee, they must not be relied on, PGF will not be bound by them, and, if Franchisee claims to rely on such information, promise, representation and/or warranty, Franchisee does so in breach of this Agreement and of Franchisee's above statements and at Franchisee's own risk.

c. Franchisee acknowledges and agree that results of the business are speculative, and will depend on Franchisee's personal efforts, that entry into any business enterprise has risks and no assurance of any particular results has been or can be given to Franchisee. Franchisee acknowledges and agree Franchisee entered into this Agreement and made an investment only after (i) making an independent investigation of the opportunity, and (ii) having an opportunity to consult an attorney and financial advisor of Franchisee's own choosing.

d. Franchisee understands that PGF is relying on Franchisee to tell PGF in writing at this time any matters inconsistent with any of the matters in this Section 51 or otherwise so PGF can correct any misunderstanding and Franchisee agrees if any of the statements or matters in this Section 50 or otherwise are not true, correct and complete, Franchisee will make a written statement disclosing that right here, so PGF may address and resolve any such issue(s) now and before either party goes forward: _____

_____

_____

The above lines are for Franchisee to Write Anything in Conflict with the Above Section - Franchisee may use additional pages if needed.

51. Counterparts/Electronic Signatures.

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

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

PGF: **Purchase Green Franchising, LLC**	**Franchisee**: _____
Signed: _____ Anthony D. Vena , President	Signature: _____ Printed name: _____ Title: _____

EXHIBIT A

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

EXHIBIT B

Minimum Quantities ("MQ")

Year 1: _____

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

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

EXHIBIT C

BILL OF SALE, GENERAL ASSIGNMENT AND CONVEYANCE

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Sale and Transfer of Territory Assets. Seller represents and warrants to Buyer as of the Effective Date Seller owns all rights, properties, interests in properties and assets constituting the Territory Assets, free and clear of all liens, claims and encumbrances. As of the Effective Date, Seller sells, transfers, assigns, conveys, grants and delivers to Buyer all of such Seller's right, title and interest in and to the Territory Assets free and clear of all liens, claims and encumbrances.

2. Purchase Price. Seller sells and Buyer purchases the Territory Assets on the Effective Date for the Repurchase Price, and for other good and valuable consideration the receipt, adequacy and legal sufficiency of which are hereby acknowledged.

3. Binding Effect; Assignment. This Bill of Sale and all its provisions shall bind and benefit the Parties and their respective successors and permitted assigns.

4. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be an original, and all of which together shall comprise one and the same instrument.

5. Entire Agreement. This Bill of Sale, together with any Exhibit, constitutes the entire agreement with respect to the matters set forth in this Bill of Sale and supersedes any prior understanding or agreement, oral or written, with respect to such matters.

6. Applicable Law. All matters arising out of or relating to this Bill of Sale and its Exhibit, the relationship between the Parties pertaining to this Bill of Sale, and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement, and any disputes or controversies arising therefrom shall be governed and construed in accordance with the internal laws of the State of California (without giving effect to any conflict of law provision or rule (whether of California or other jurisdiction) that would cause the application of laws of any other jurisdiction).

7. Further Assurances. Each of the Parties agrees to execute such further papers, agreements, documents, instruments, and the like as may be necessary or desirable to affect the purpose of the Agreement and to carry out its provisions.

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

Executed as of the date first written above.

SELLER:

[_____]

By: _____
Name: _____
Title: _____

BUYER:

Purchase Green Franchising, LLC

By: _____
Name: _____
Title: _____

EXHIBIT D

EMPLOYEE NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

2. Non-disclosure. Employee agrees that, except as directed by Employer or Company, Employee will not at any time, whether during or after employment with Employer, use or disclose

to any person for any purpose any Confidential Information, or permit any person to use, examine and/or make copies of any documents, files, data or other information sources which contain or are derived from Confidential Information, whether prepared by Employee or otherwise coming into the Employee's possession or control, without Company's prior written permission.

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

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

5. Non-competition After Employment by Employer Ends. For a period of twenty-four (24) months after Employee's employment by Employer terminates, Employee will not, directly or indirectly, within a radius of sixty (60) miles of the location of the showroom/sales office/warehouse or within a radius of sixty (60) miles of the location of any Purchase Green showroom, whether franchised or owned by PGF or affiliate: (a) sell, market or propose to sell or market the services that compete or will compete with the Employer's or Company's then-existing business, or (b) become an employee, employer, consultant, officer, director, partner, trustee or shareholder of more than three percent (3%) of outstanding common stock of, or provide services or information to any person or entity that sells, markets or proposes to sell or market the services performed by the Company.

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

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

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

9. Injunctive Relief. Employee acknowledges that disclosure of any Confidential Information or breach or threatened breach of any of the non-competition and non-disclosure covenants or other agreements contained herein would give rise to irreparable injury to Employer or the Company, which injury would be inadequately compensable in money damages. Accordingly, Employer or the Company, at its sole discretion, may seek and obtain injunctive

relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which may be available. Employee further acknowledges, agrees and stipulates that, in the event of the termination of employment with the Employer, the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different and non-competing nature with his or her activities as an employee of Employer; and that the enforcement of a remedy hereunder by way of injunction will not prevent the Employee from earning a reasonable livelihood. Employee further acknowledges and agrees that the covenants contained herein are necessary to protect the legitimate business interests of Employer and the Company and are reasonable in scope and content.

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

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

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

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

Date: _____, 202__.

EMPLOYEE: _____

Name:_____

EMPLOYER: _____

By:_____

Its:_____

COMPANY: Purchase Green Franchising, LLC

By:_____

Its:_____

EXHIBIT E

PHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

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

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

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

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

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

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

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

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

Signed on _____, 20____

(NAME OF FRANCHISEE)

By: _____
Print Name: _____
Title: _____

EXHIBIT F

GUARANTY

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

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

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

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

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

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

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

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

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

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

Executed on _____, 20___.

_____	_____
Signature	Signature of Spouse (if married)
_____	_____
Printed Name	Printed Name
_____	_____
_____	_____
_____	_____
Home Address	Home Address
_____	_____
Home Telephone	Home Telephone
_____	_____
Business Telephone	Business Telephone
Date _____	Date _____

EXHIBIT C

EMPLOYEE NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

EMPLOYEE NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

2. Non-disclosure. Employee agrees that, except as directed by Employer or Company, Employee will not at any time, whether during or after employment with Employer, use or disclose to any person for any purpose any Confidential Information, or permit any person to use, examine and/or make copies of any documents, files, data or other information sources which contain or

are derived from Confidential Information, whether prepared by Employee or otherwise coming into the Employee's possession or control, without Company's prior written permission.

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

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

5. Non-competition After Employment by Employer Ends. For a period of twenty-four (24) months after Employee's employment by Employer terminates, Employee will not, directly or indirectly, within a radius of sixty (60) miles of the location of the showroom/sales office/warehouse or within a radius of sixty (60) miles of the location of any Purchase Green showroom, whether franchised or owned by PGF or affiliate: (a) sell, market or propose to sell or market the services that compete or will compete with the Employer's or Company's then-existing business, or (b) become an employee, employer, consultant, officer, director, partner, trustee or shareholder of more than three percent (3%) of outstanding common stock of, or provide services or information to any person or entity that sells, markets or proposes to sell or market the services performed by the Company.

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

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

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

9. Injunctive Relief. Employee acknowledges that disclosure of any Confidential Information or breach or threatened breach of any of the non-competition and non-disclosure covenants or other agreements contained herein would give rise to irreparable injury to Employer or the Company, which injury would be inadequately compensable in money damages. Accordingly, Employer or the Company, at its sole discretion, may seek and obtain injunctive relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which may be available.

Employee further acknowledges, agrees and stipulates that, in the event of the termination of employment with the Employer, the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different and non-competing nature with his or her activities as an employee of Employer; and that the enforcement of a remedy hereunder by way of injunction will not prevent the Employee from earning a reasonable livelihood. Employee further acknowledges and agrees that the covenants contained herein are necessary to protect the legitimate business interests of Employer and the Company and are reasonable in scope and content.

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

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

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

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

Date: _____, 202__.

EMPLOYEE: _____

Name: _____

EMPLOYER: _____

By: _____

Its: _____

COMPANY: Purchase Green Franchising, LLC

By: _____

Its: _____

EXHIBIT D

TELEPHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

PHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

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

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

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

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

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

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

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

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

Signed on _____, 202____

(NAME OF FRANCHISEE)

By: _____
Print Name: _____
Title: _____

EXHIBIT E

GUARANTY

GUARANTY

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

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

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

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

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

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

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

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

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

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

Executed on _____, 202___.

_____	_____
Signature	Signature of Spouse (if married)
_____	_____
Printed Name	Printed Name
_____	_____
_____	_____
_____	_____
Home Address	Home Address
_____	_____
Home Telephone	Home Telephone
_____	_____
Business Telephone	Business Telephone
_____	_____
Date	Date

EXHIBIT F

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

Purchase Green Franchising, LLC ("we," "us" or "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a Purchase Green Franchised Business. We will rely on your answers in deciding whether to enter into a Franchise Agreement with you.

Please answer the following questions:

1. Have you received and personally reviewed our Franchise Agreement and each exhibit and schedule attached to it?

   Yes ____ No____ Your Initials _____

2. Do you understand all of the information in the Franchise Agreement and each exhibit and schedule attached to it?

   Yes ____ No____ Your Initials _____

   If "No," what parts of the Franchise Agreement do you not understand?
   (Attach additional pages, if necessary)

   _____

   _____

   _____

3. Have you received and personally reviewed the Disclosure Document we provided to you?

   Yes ____ No____ Your Initials _____

4. Do you understand all of the information in the Disclosure Document?

   Yes ____ No____ Your Initials _____

   If "No," what parts of the Disclosure Document do you not understand?
   (Attach additional pages, if necessary)

   _____

   _____

   _____

   _____

5. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?

   Yes ____ No____ Your Initials _____

6. Do you understand that the success or failure of your business 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____ Your Initials _____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning revenues, profits or operating costs of a Franchised Business operated by us or our franchisees?

   Yes ____ No____ Your Initials _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the Franchised Business that is contrary to, or different from, the information in the Disclosure Document?

   Yes ____ No____ Your Initials _____

9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Franchised Business?

   Yes ____ No____ Your Initials _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue a Franchised Business will generate?

    Yes ____ No____ Your Initials _____

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Franchised Business that is contrary to, or different from, the information in the Disclosure Document?

    Yes ____ No____ Your Initials _____

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes ____ No____ Your Initials _____

13. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish you that is contrary to, or different from, the information in the Disclosure Document?

Yes ____ No____ Your Initials _____

14. If you have answered "Yes" to any of questions 7 through 13, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

If you have answered "No" to all of questions 7 through 13, please leave the following lines blank.

_____

_____

_____

15. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and the Franchisor?

Yes ____ No____ Your Initials _____

You understand that your answers are important to us and we will rely on them.

By signing this Questionnaire, you are representing that you have responded accurately to the above questions.

_____
Franchise Applicant - Signature

_____
Print Name

_____
Date

EXHIBIT G

TABLE OF CONTENTS OF OPERATING MANUAL

Operations Manual

Table of Contents

1. Sales
    a. Product Knowledge
        i. What is Lessonly {L}
            1. Description: An introduction to Purchase Green's new Learning Management System - an easy-to-use platform that delivers custom content to employees in order to promote success and professional development.
            2. [3:27, 2, 2, 5, ~5:00]
        ii. Purchase Green & the Artificial Grass Industry {L}
            1. Description: An introduction to Purchase Green's history, as well as the turf industry and our largest competitors.
            2. [10:00, 3, 1, 7, ~12:00]
        iii. Terms of the Industry {L}
            1. Description: Like any industry, there's a lot of jargon that you'll hear, and you'll want to understand. This course covers some of the common terms, phrases, characteristics and attributes you'll encounter on your journey at Purchase Green.
            2. [18:01, 4, n/a, 25, ~25:00]
        iv. Backing Systems #1 (Latex, PU, EcoCell, & PET) {L}
            1. Description: Backing systems are vital to the durability and longevity of artificial grass, but performance will vary depending on the combination of primary and secondary materials. Complete this lesson to learn the differences and how to apply this knowledge to your sales method.
            2. [6:32, 3, n/a, 13, ~10:00]
        v. Backing Systems #2 (Silverback, EcoCell & ArmorLoc 3L) {L}
            1. Description: This lesson describes the recent innovations in artificial grass backing technology: Silverback and ArmorLoc 3L.
            2. [10:26, 3, 1, 9, ~15:00]
        vi. Blade Profiles {L}
            1. Description: Learn about yarn shapes, blade characteristics, the manufacturing process and how to properly educate your customer.
            2. [17:09, 4, 9, 24, ~30:00]
        vii. Cool Yarn Technology {L}
            1. Description: Nearly half of Purchase Green artificial grasses use Cool Yarn Technology in their manufacturing process. Take this

- *{L} = Lessonly Course*
- *Legend for Lessonly Courses [Lenth of video(s), number of pages in the scrip, number of flip cards, number of assessment questions confirming understanding, expected time for the average person to progress through the course]*
- *{SOP} = Standard Operating Procedure*

lesson to have a greater understanding of what makes a Cool Yarn product so cool.
2. [7:26, 3, 1, 10, ~15:00]

viii. Is Artificial Grass Safe {L}
1. Description: Understanding Lead and Flammability tests and requirements
2. [4:36, 2, n/a, 4, ~7:00]

ix. Localized Heating {L}
1. Description: Learn how to educate your customers about the effects of localized heating and the warning signs to look out for.
2. [5:07, 2, n/a, 8, ~7:00]

x. Purchase Green Tools & Accessories {L}
1. Description: This lesson breaks down the available tools and accessories sold at each Purchase Green store, as well as online.
2. [8:14, 3, n/a, 17, ~15:00]

xi. What is Infill? – Basics {L}
1. Description: "What is Infill?' - Basics" is an introductory course to infill knowledge. "What is Infill?' - Advanced" is available, but not required of sales staff to complete; if you were not assigned the advanced course and would like to complete, your manager may request the assignment through either the Business Office or Learning and Development.
2. [4:24, 2, 2, 9, ~7:00]

xii. What is Infill? – Advanced {L}
1. Description: This lesson is a continuation of "What is Infill?' - Basics". Store managers will be required to complete both levels. You may contact either the Business Office or Learning and Development if you would like your sales staff to take the advanced course as well.
2. [7:00, 2, 2, 6, ~12:00]

xiii. Willow Yarns {L}
1. Description: This lesson dives into the manufacturing technology and techniques of the Willow yarns and introduces our new Playground Series products - examining their unique characteristics.
2. [10:25, 3, n/a, 16, ~15:00]

xiv. AirDrain {L}
1. Description: This lesson introduces our newest product being added to our lineup this fall – Airdrain! We will provide a brief product description and instructions for installation.
2. [n/a]

- *{L} = Lessonly Course*
- *Legend for Lessonly Courses [Lenth of video(s), number of pages in the scrip, number of flip cards, number of assessment questions confirming understanding, expected time for the average person to progress through the course]*
- *{SOP} = Standard Operating Procedure*

xv. Sports Fields & Playgrounds: CFH, HIC and GMax {L}
1. Description: Understand the safety hazards of sport and playground applications, the testing methods used to measure level of risk, and how to apply that knowledge in a sales conversation when referring to PG product solutions.
2. [n/a]

b. Installation Knowledge
i. Basic Installation {L}
1. Description: An upgraded training course on the steps and tools involved in basic installations.
2. [18:12, 5, n/a, 20, ~25:00]
ii. How to Run an Installation Estimate {L}
1. Description: An introductory course on best practices for conducting a successful installation estimate, including a walk-through of the estimating tool.
2. [27:37, 7, 1, 12, ~30:00]

c. Cold Calling
i. Cold Caller Introduction {L}
1. Description: A summary of the business partnerships offered at Purchase Green and how to effectively speak to their value when cold calling.
2. [15:30, 5, n/a, 17, ~25:00]
ii. Cold Caller Virtual Roll Play {L}
1. Description: Practice your sales pitch and email composition
2. [00:36, n/a, n/a, 6, ~10:00]
iii. SOP Cold Call Management {SOP} [6 pages]

d. The Menu Boards {L}
i. Description: The Menu Board is an in-store tool that benefits both the customer and employees, as it simplifies the grass selection process.
ii. [3:23, 1, n/a, 5, ~5:00]

e. PG Product Warranty {L}
i. Description: A summary of what is and is not covered by the Purchase Green Limited Lifetime Product Warranty.
ii. [7:23, 2, n/a, 8, ~10:00]

f. Customer Types & How to Pursue Them {L}
i. Description: This lesson is an introduction to tactical and contextual selling, and speaks to the importance of identifying unique customer needs across various lead types.
ii. [17:36, 4, n/a, 7, ~25:00]

2. Store Operations

- *{L} = Lessonly Course*
- *Legend for Lessonly Courses [Lenth of video(s), number of pages in the scrip, number of flip cards, number of assessment questions confirming understanding, expected time for the average person to progress through the course]*
- *{SOP} = Standard Operating Procedure*

a. General Operations
    i. Business & Accounting Setup {L}
        1. Description: This lesson discusses the various steps included in business and accounting setup for new Territory Holders
        2. [5:36, 2, 3, n/a, ~6:00]
    ii. Store Operating Procedures Level 1 & 2 {L}
        1. Description: This lesson is an overview of the Standard Operating Procedures (SOPs) typical to level 1 and 2 job roles.
        2. [10:16, 3, n/a, 11, ~12:00]
    iii. Warehouse Environment {L}
        1. Description: This lesson discusses basic warehouse management and best practices for safety and efficiency
        2. [22:35, 6, 11, 31, ~35:00]
    iv. PG Share One Drive {L}
        1. Description: A walkthrough for accessing our new PG Shared OneDrive
        2. [3:15, n/a, 1, n/a, ~4:00]
    v. Purchase Green Return Policy {SOP} [1 page]
    vi. Installation Management {SOP} [23 Pages]
    vii. Running an Installation Estimate {SOP} [7 pages]
    viii. SOP Installation Partner Program {SOP} [9 pages]
    ix. SOP Equipment Rentals {SOP} [8 pages]
    x. Warranty
        1. Job Site Inspection {SOP} [1 page]
    xi. Loading & Unloading Vehicles {L}
        1. Description: This lesson covers a few best practices for loading and unloading both PG vehicles and customer vehicles.
        2. [7:21, 2, n/a, 7, ~10:00]
b. Safety
    i. Hurrying Up Can Hurt {L}
        1. Description: Discussing potential risks from speeding through a task.
        2. [4:23, n/a, n/a, 8, ~5:00]
    ii. Back Safety {L}
        1. Description: A review on the proper way to left objects, store objects, as well as how you should bend and sit at a desk
        2. [2:41, n/a, 8, 10, ~5:00]
    iii. Forklift Safety {L}
        1. Description: Summary of forklift safety and best practices
        2. [3:29, n/a, 2, 9, ~5:00]
    iv. General Warehouse Safety {L}

- *{L} = Lessonly Course*
- *Legend for Lessonly Courses [Lenth of video(s), number of pages in the scrip, number of flip cards, number of assessment questions confirming understanding, expected time for the average person to progress through the course]*
- *{SOP} = Standard Operating Procedure*

1. Description: Top-level overview of warehouse safety and proper management
2. [3:27, n/a, 3, 5, ~5:00]

v. Heat Related Illness {L}
1. Description: Signs of heat stroke and heat exhaustion, and how to avoid
2. [3:11, n/a, 2, 2, ~5:00]

vi. Safety Refresher {L}
1. Description: An overview of all safety topics
2. [4:05, n/a, n/a, 9, ~6:00]

vii. Slips, Trips & Falls {L}
1. Description: How to avoid injuries caused by slips, trips, and falls in the workspace
2. [4:06, n/a, 4, 10, ~6:00]

c. Business Intelligence Dashboards

i. Contractor Order Patterns {L}
1. Description: It's finally here - the Contractor Order Patterns dashboard! Take this lesson for a quick introduction, then log into to Grow to see for yourself!
2. [2:53, 1, 1, n/a, ~4:00]

ii. Inventory Tracker {L}
1. Description: This lesson is an introduction to the latest in-store tool developed by the Business Office. The Inventory Tracker has already been added to your Grow accounts.
2. [4:13, 1, 1, n/a, ~5:00]

iii. Key Business Metrics {L}
1. Description: This lesson is an introduction to the latest in-store tool developed by the Business Office. This assignment is required for understanding, as follow up phone calls will be scheduled later this week.
2. [6:54, 1, n/a, 4, ~10:00]

d. Lead Management

i. Hubspot #1: Navigation and Basic Usability {L}
1. Description: This course is part one of a three-part training series, with this first lesson focusing on navigating the Hubspot CRM system and how to use some of it's more basic features.
2. [18:24, 3, 4, 17, ~25:00]

ii. Hubspot #2: Lead Management Protocol {L}
1. Description: This course is part two of a three-part training series. The first lesson focused on navigating the Hubspot CRM system and how to use some of it's more basic features, and now we'll be

- *{L} = Lessonly Course*
- *Legend for Lessonly Courses [Lenth of video(s), number of pages in the scrip, number of flip cards, number of assessment questions confirming understanding, expected time for the average person to progress through the course]*
- *{SOP} = Standard Operating Procedure*

discussing the Lead Management Protocol and how to practically apply that knowledge in Hubspot.
2. [21:53, 3, 3, 11, ~25:00]

iii. Hubspot #3: Filters and Reporting {L}
1. Description: This course is the final installment of a three-part Hubspot training series. Here you will be introduced to using various CRM filters to create aggregate reports.
2. [3:29, 1, n/a, n/a, ~4:00]

iv. Request Quote Lead Management Protocol {SOP} [9 pages]

v. Hubspot Navigation and Basic Usability [7 pages]

vi. The Deal Audit {L}
1. Description: This lesson is an introduction to the new Lead Management Performance Summary, which is an automated report that is emailed to managers on a weekly basis and periodically requires action in the form of Coaching/Counseling sessions and write-ups.
2. [4:56, 1, 2, 10, ~10:00]

vii. Delinquent Deals {L}
1. Description: This lesson introduces a new dashboard that has already been added to your Grow accounts (Key Business Metrics monitor); we are also introducing a new monthly deal audit that will be sent to each store's regional.
2. [5:10, 1, n/a, 5, ~7:00]

e. Inventory Management
i. Physical Inventory Audits {L}
1. Description: This lesson describes the recommended procedures and best practices for conducting monthly physical inventory audits.
2. [8:31, 2, 1, 3, ~10:00]

f. Office Audit {SOP} [7 pages]

- *{L} = Lessonly Course*
- *Legend for Lessonly Courses [Lenth of video(s), number of pages in the scrip, number of flip cards, number of assessment questions confirming understanding, expected time for the average person to progress through the course]*
- *{SOP} = Standard Operating Procedure*

EXHIBIT H

STATE ADDENDA

CALIFORNIA
ADDENDUM TO DISCLOSURE DOCUMENT

The Disclosure Document is amended as follows:

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

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

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

Any provisions of the Franchise Agreement that provide for termination upon bankruptcy may be unenforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

Any provisions of the Franchise Agreement that provide for liquidated damages may be unenforceable under California Civil Code Section 1671.

Certain provisions of the Franchise Agreement may be unenforceable if they provide for: (i) a covenant not to compete that extends beyond the termination of the franchise; (ii) a waiver of rights to punitive damages or to a trial by jury; (iii) forum selection or choice of law; or (iv) an interest rate greater than 10% per annum.

EXHIBIT I

SBA ADDENDUM TO FRANCHISE AGREEMENT

ADDENDUM TO FRANCHISE [1] AGREEMENT

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

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

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

CHANGE OF OWNERSHIP

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

FORCED SALE OF ASSETS

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

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

COVENANTS

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

EMPLOYMENT

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

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

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

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

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title: _____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____

Title: _____

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

EXHIBIT J

STATE AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS

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

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	NYS Department of Law Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005-149(212) 416-8236 (Phone) (212) 416-6042 (Fax)	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Securities Division State of Rhode Island Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582	Director, Securities Division Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street. First Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Franchise Registration Division of Securities Wisconsin Department of Financial Institutions 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064

EXHIBIT K

LIST OF FRANCHISEES AND TERRITORY HOLDERS

LIST OF CURRENT FRANCHISEES
APRIL 15, 2021

Owner(s)	Address	City	State	Zip	Phone
Purchase Green Fresno, Inc.	5425 E. Home Ave, Suite 109	Fresno	CA	93727	(559) 206-9002
RJR Enterprises LLC dba Purchase Green SoCO	3194 Industrial Way, Unit K	Castle Rock	CO	80109	(303) 747-6859
Purchase Green East Bay, LLC	9232 Research Blvd	Austin	TX	78758	(512)-351-7655

LIST OF FRANCHISEES WHO SIGNED AGREEMENTS BUT THE LOCATIONS ARE NOT YET OPEN
APRIL 15, 2021

None

OUTLETS THAT WERE TERMINATED, NOT RENEWED OR CEASED OPERATIONS FOR OTHER REASONS
APRIL 15, 2021

None

PATH TO PROSPERITY, LLC LOCATIONS
AT APRIL 15, 2021

State	Address	City	Zip Code
AZ	2140 S. 7th Ave., Suite 100	Phoenix	85007
CA	4650 Calle Quetzal	Camarillo	93012
CA	20928 Osborne St.	Canoga Park	91304
CA*	191 N. El Camino Real, Ste. 205	Encinitas	92024
CA*	2701 Kimball Ave.	Pomona	91767
CA	2419 Mercantile Dr., Suite A	Rancho Cordova	95742
CA	5160 Mercury Point, Suite A	San Diego	92111
CA	949 N. Cataract Ave, Unit B	San Dimas	91773
CA	1934 Junction Ave	San Jose	95131
CA	445 Enterprise Street	San Marcos	92078
NM	5821 Midway Park Blvd. NE Suite E	Albuquerque	87109
NV	4310 Losee Rd, Unit 1	North Las Vegas	89030
TX	13908 Distribution Way	Farmers Branch	75234
TX	6600 Long Point Road, Suite 130	Houston	77055
UT	3696 West 900 South Unit F	Salt Lake City	84104
China	Hongyan South 1st Rd, Chaoyang Qu, Beijing Shi Chaoyang District	Beijing	

*Support office

TERRITORY HOLDERS LOCATIONS
AT APRIL 15, 2021

Location	Corp. Entity	Owners
1776 Arnold Industrial Way, Unit J Concord, CA 94520 (925) 603-3932	Purchase Green East Bay, LLC	Satveer Singh
3100 Lakeville Highway, Suite A Petaluma, CA 94954 (707) 948-6658	Purchase Green East Bay, LLC	Satveer Singh
15255 Inheritance Way Manteca, CA 95336 (209)425-1114	Santini Landscape (Sole Propreitor)	Marty Santini
1100 Garden Highway, Suite 900 Yuba City, CA 95991 (530) 763-2979	Triumph Turf Corp	Shawn Deitzel
3982 Cerritos Ave. Los Alamitos, CA 90720 (562) 344-6143	Barefoot Dog, Inc.	Raymonda Houshan, Issam Houshan, Christopher Houshan

Location	Corp. Entity	Owners
25807 Jefferson Avenue, Suite 120 Murrieta, CA 92562 (951) 290-7526	VT Select Inc.	Sean Trichter / Mike Vena
78005 Wildcat Drive, Suite 106 Palm Desert, CA 92211 (760) 814-1902	Gerald Borchert (Sole Proprietor)	Gerald Borchert
21800 Barton Rd, Unit 112 Grand Terrace, CA 92313 (909) 654-7979	Jake Vieth & Ralph Tafoya (Partnership)	Jake Vieth & Ralph Tafoya
27324 Camino Capistrano Unit 141-142, Laguna Niguel, CA, 92677 (949) 427-1630	Elite Conservation, LLC	Jake Vieth & Ralph Tafoya
11990 W. 52nd Ave. Wheat Ridge, CO 80033 (720) 465-2434	Summit Sales Group	Courtney Gasperson & Wade Gasperson
2710 E. Patrick Lane, Unit 4 Las Vegas, NV 89120 (702) 997-6119	Compound Effect, LLC	Aaron Santisteven, Robert Perez, Richard Santistevan

State Effective Dates

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

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

State	Effective Date
CA	_____, 2021
FL	November 6, 2020
TX	September 22, 2020
UT	November 6, 2020

EXHIBIT L

RECEIPTS

RECEIPT
(Franchisee's Copy)

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

If Purchase Green Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

The name, principal business address and phone number of the franchise seller offering this franchise is: Anthony Vena, President, Purchase Green Franchising, LLC, 2701 Kimball Ave., Pomona, CA 91767, (909) 321-2969. Any additional representative of Purchase Green Franchising, LLC acting as franchise seller to be identified here: _____.

This Disclosure Document is issued: April 15, 2021.

I received a disclosure document April 15, 2021, that included the following Exhibits:

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

DATED: _____

SIGNED: _____, individually or as an officer, partner or _____
_____ (a _____ corporation)
(a _____ partnership)
(a _____ limited liability company)

NAME:_____
ADDRESS:_____
_____
PHONE:_____

Please return this Receipt to:
PURCHASE GREEN
FRANCHISING, LLC
Attn: Anthony Vena
2701 Kimball Ave., Pomona, CA
91767

RECEIPT
(Franchisor's Copy)

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

If Purchase Green Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

The name, principal business address and phone number of the franchise seller offering this franchise is: Anthony Vena, President, Purchase Green Franchising, LLC, 2701 Kimball Ave., Pomona, CA 91767, (909) 321-2969. Any additional representative of Purchase Green Franchising, LLC acting as franchise seller to be identified here: _____.

This Disclosure Document is issued: April 15, 2021.

I received a disclosure document dated April 15, 2021. that included the following Exhibits:

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

DATED: _____

SIGNED: _____, individually or as an officer, partner or _____
_____ (a _____ corporation)
(a _____ partnership)
(a _____ limited liability company)

NAME:_____
ADDRESS:_____
_____
PHONE:_____

Please return this Receipt to:
PURCHASE GREEN FRANCHISING, LLC
Attn: Anthony Vena
2701 Kimball Ave., Pomona, CA 91767