

The cold pressed juices, smoothies, and acai bowls industry are not seasonal, but sales tend to be stronger in spring and summer.

The target audience for Pure Green businesses is people 18 to 45 years old who are health conscious. Target populations include college students, corporate employees, housewives, and fitness enthusiasts, especially those that attend cycling, yoga, and boot camp classes.

Prior Business Experience.

Our affiliates, Pure Green NYC 8th Street Corp, Pure Green NYC Boerum Place Corp, Pure Green NYC 45th Street Corp, and Pure Green NYC 62nd Street Corp, Pure Green NYC 10th Street Corp since 2015, 2016, 2017, and 2018 respectively have operated businesses like the Pure Green franchises being offered in this disclosure document. We have never operated the kind of business that is being offered in this franchise disclosure document.

Our predecessor began Pure Green franchises as described in this disclosure document on September 4, 2019.

ITEM 2. BUSINESS EXPERIENCE

Ross Franklin, Chief Executive Officer (CEO)

Mr. Franklin is our CEO and has been our affiliate, Pure Green Wholesale LLC's CEO, since our inception in August of 2019 and December of 2016, respectively.

Michael Cecchini, Vice President (VP)

Mr. Cecchini is and has been our and our affiliate, Pure Green Wholesale LLC's Vice President, since our inception in August of 2019 and December of 2016, respectively.

Eric Rudolf, Head of Finance

~~Mr. Rudolf is and has been our Head of Finance since March 2024. From January 2023, Mr. Rudolf was Director of Finance for GMO Global in Fort Lauderdale, Florida. From November 2019 to December 2022, Mr. Rudolf was Chief Financial Officer for LaDove in Miami Lakes, Florida. Mr. Rudolf is and has been our Head of Finance since March 2024. From January 2023, Mr. Rudolf was Director of Finance for GMO Global. From November 2019 to December 2022, Mr. Rudolf was Chief Financial Officer for LaDaove.~~

~~Mel Howie, Head of Marketing~~

~~Mrs. Howie is and has been our Head of Marketing since December 2024 and Head of Special Partnerships since February 2024. Mrs. Howie has also been the Director of Partnerships at Bluestone Lane since May of 2020.~~

Sam Florens, Franchise Operations Manager

Mr. Floren has been our Franchise Operations Manager since April of 2020.

Brody King, Head of Franchise Sales

Mr. King is and has been our Head of Franchise Sales since March 2023. Since January 2017, Mr. King has also been a Restore Hyper Wellness Multi-Unit Franchise Owner in Salt Lake City, Utah.

Henry Inga, Franchise Development Manager

~~Mr. Inga is and has been our Franchise Development Manager since December 2024. Mr. Inga has also been the Head of Sales & Global Dining Partnerships for Simplenight since May 2022 in Miami, Florida. He has also been a Principal for Franchise Consulting Solutions since January 2020, GTM Advisor & Sales at OhWaiter in New York, New Yorkn from December 2023 to October 2024.~~Mr. Inga is and has been our Franchise Development Manager since December 2024. Mr. Inga has also been the Head of Sales & Global Dining Partnerships for Simplenight since May 2022. He has also been a Principle for Franchise Consulting Solutions since January 2020, GTM Advisor & Sales at OhWaiter.

James Hyppolite, Head of Construction

~~Mr. Hyppolite is and has been our Head of Construction since November 2024. Mr. Hyppolite has also been a CEO of Zircon Real Estate & Development in Parkland, Florida since February 2018.~~Mr. Hyppolite is and has been our Head of Construction since November 2024. Mr. Hyppolite has also been a CEO of Zircon Real Estate & Development since February 2018.

Randdy Fundora, Head of Design

~~Mr. Fundora is and has been our Head of Design since January 2024. Mr. Fundora has also been a Creative Project Manager for Mandao since January 2023 and Creative Director for Hundred Creatives in Fort Lauderdale, Florida since January 2017.~~Mr. Fundora is and has been our Head of Design since January 2024. Mr. Fundora has also been a Creative Project Manager for Mandao since January 2023 and Creative Director for Hundred Creatives since January 2017.

Justine Fite, Head of Real Estate

~~Ms. Fite is and has been our Head of Real Estate since October 2024. Ms. Fite has also been a Commercial Real Estate Agent with KW Commercial at Keller Williams St. Pete Realty in St. Petersburg, Florida since September 2022. Prior, Ms. Fite was an Assist to a Senior Vice~~

President at RESOLUT RE in Dallas, Texas from September 2020 to December 2021 and a Waitress with The Old Monk in Dallas, Texas from December 2020 to March 2022. Ms. Fite is and has been our Head of Design since October 2024. Ms. Fite has also been a Commercial Real Estate Agent with KW Commerical since December 2021.

Katrina Templo, Local Marketing Specialist

Ms. Templo is and has been our Local Marketing Specialist since September 2024. Ms. Templo has also been a Social Media Manager for Socialite Media in Las Vegas, NV since November 2023, an Inside Advisor at Tesla in Las Vegas, NV since November 2022, and a Celebrity Pilates Instructor with Forma Pilates in Los Angeles, CA since August 2021. Prior, Ms. Templo was a Senior Account Manager- Influencer Marketing with Unruly Agency in Los Angeles, CA from January 2020 to July 2022. Ms. Templo is and has been our Local Marketing Specialist since September 2024. Ms. Templo has also been a Social Media Manager for Socialite Media since November 2023, Inside Advisor at Tesla since November 2022 and Celebrity Pilates Instructor with Forma Pilates since August 2021.

Daniella Florens, Head of Social Media

Ms. Florens is and has been our head of Social Media since January 2024. Ms. Florens is and has also been the Head of Social Media for our affiliate Pure Green Wholesale LLC since January 2020.~~Ms. Florens is and has been our head of Social Media since January 2024. Ms. Florens is and has also been the Head of Social Media for our affilitate Pure Green Wholesale LLC since 2020.~~

ITEM 3. LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Initial Franchise Fee.

The Pure Green initial franchise fee is \$40,000. The initial franchise fee is uniformly charged for all franchises currently being offered. You must pay the initial franchise fee in full when you sign the franchise agreement. The initial franchise fee is considered fully earned and is nonrefundable.

Area Development Fee.

The Area Development Fee is \$35,000 per additional franchise. Therefore, for example, if you purchase one additional franchise, the Area Development Fee will be \$35,000 and if you purchase 5 additional franchises the Area Development Fee will be \$175,000. The Area Development Fee is payable in full upon signing the Area Developer Agreement (\$75,000 to \$215,000 for 1 additional franchise on the low end and 5 additional franchises on the high range under the Area Development). The Area Development Fee is uniformly charged for all Area Development Agreements currently being offered. The Area Development Fee is considered fully earned and nonrefundable upon payment.

Additional Training and Marketing Fee.

You must pay us a \$7,500 Additional Training and Marketing Fee ("ATM Fee") per location upon signing your Franchise Agreement. If your Gross Revenues (per location) for your third full

buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about a possible performance at a particular location or under particular circumstances.

There were 23 Pure Green Franchise Outlets that were open for the full calendar year in 2024. The average Gross Sales and Gross Profits of the outlets are listed below. There were ~~13~~ 20 franchise outlets that opened during 2024 and ~~one~~ franchise outlet that closed in 2024 and was open for less than 12 months in 2024. These outlets were not open the entire year and are not included in the table below.

The term “Gross Sales” for franchised Stores are those calculated in accordance with the definition included in each respective franchisee’s disclosure document and franchise agreement, which are the same or similar to the definition in this disclosure document. The Gross Sales amounts needed for the above calculations were derived from our point-of-sale system and online sales orders.

This Financial Performance Representation is based on historical data concerning the franchise system’s outlets. The financial information is taken from unaudited financial information provided to us by our franchisees and online ordering service providers. It has not been independently audited.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Some outlets have earned this amount. Your individual results may differ. There is no assurance you’ll earn as much.

<u>FRANCHISED OUTLET GROSS SALES AVERAGES AND MEDIANS PER QUARTILE (2024)</u>					
	Average Gross Sales	Median Gross Sales	Total Stores in Quartile	Number and Percent that Met or Exceeded Average	Lowest / Highest in Quintile
Top Quartile	\$964,845	\$789,692	5	1/5 (20%)	\$782,023 / \$1,607,843
2 nd Quartile	\$645,380	\$645,380	6	2/6 (33%)	\$600,100 / \$712,734
3 rd Quartile	\$554,891	\$563,651	6	3/6 (50%)	\$504,597 / \$597,068
Bottom Quartile	\$398,655	\$419,538	6	4/6 (67%)	\$291,623 / \$467,964

Table No. 2
 TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
 (Other than Franchisor)
 For Years 2022 to 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
TOTAL	2022	0
	2023	0
	2024	0

Table No. 3
 STATUS OF FRANCHISED OUTLETS
 For Years 2022 to 2024*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
<u>Arizona</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Florida	2022	1	1	0	0	0	1	1
	2023	1	1	0	0	0	0	2
	2024	2	2	0	0	0	1	3
Colorado	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Georgia	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	1	1
	2024	1	0	0	0	0	1	1
Illinois	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	5	0	0	0	0	8
Indiana	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
North Carolina	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2024	1	0	0	0	0	0	1
Maryland	2022	0	1	0	0	0	0	1
	2023	1	2	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Michigan	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
New Jersey	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New York	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	2	0	0	0	0	4
<u>Ohio</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Oregon</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Pen-nsylvania</u>	<u>2022</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Nevada</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Tennessee</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Texas</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Virginia	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Washington DC	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
<u>Wisconsin</u>	<u>2022</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
TOTAL	2022	7	9	0	0	0	1	15
	2023	15	9	0	0	0	1	23
	2024	23	20	0	0	0	1	42

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

Our affiliate, Pure Green Wholesale LLC, has offered Pure Green licenses since 2016, and as of December 31, 2018, there were 2 Pure Green Licensees. A list of the names, addresses, and telephone numbers of all Pure Green Licensees is attached to this disclosure document as EXHIBIT G

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

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or **any other law of Illinois** is void.

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

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition. The following additional disclosures are required by the Illinois Franchise Disclosure Act of 1987, as amended, and the Illinois Disclosure Rules and Regulations:

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

~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise. 815 ILCS 705/41 provides that any condition, stipulation or provision in the franchise agreement that requires you to waive any of your rights under, or the franchisor's obligation to comply with any provision of, the Illinois Franchise Disclosure Act of 1987, as amended, the Illinois Disclosure Rules and Regulations, or any other law of Illinois, is void.~~

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

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

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

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

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

~~To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.~~

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT AND OTHER AGREEMENTS

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition~~The Franchise Agreement to which this addendum is attached, which may have been entered into by and between the below undersigned parties incident to the execution of the Franchise Agreement (collectively referred to as the "Franchise Related Agreements") are amended as follows to comply with the Illinois Franchise Disclosure Act of 1987, as amended, and the Illinois Disclosure Rules and Regulations:~~

~~1. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.~~

~~2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~4.— A general release required as a condition of renewal, assignment, or transfer does not apply to any claim or liability arising under the Illinois Franchise Disclosure Act.~~

~~5.— Any provision in the Franchise Agreement and Franchise Related Agreements that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Illinois is void with respect to a claim otherwise enforceable under the Illinois Franchise Disclosure Act.~~

~~6.— Illinois law governs the Franchise Agreement(s).~~

~~7.— In conformance with Section 41 of the Illinois Franchise Disclosure act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.~~

~~The parties are signing this addendum concurrently with the Franchise Agreement and Franchise Related Agreements to which it is attached.~~

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the development agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

~~The following statements are added to Item~~

~~The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.~~

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT AND AREA DEVELOP AGREEMENT

The Franchise Agreement and Area Development Agreement to which this addendum is attached is amended as follows:

~~The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.~~

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:
PURE GREEN FRANCHISE CORP

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.
2. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
3. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
4. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
5. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
6. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
7. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the

franchisor's reasonable estimated or actual costs in effecting a transfer.

8. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
9. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
10. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
11. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
12. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
13. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
14. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
15. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
16. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

18. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

19. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20_____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

~~WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT~~

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

~~**Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.~~

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

~~In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. The development fee under the Area Development Agreement will be prorated and collected as each unit is opened.~~

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

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

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

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

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

~~Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting~~

~~or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~

~~To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.~~

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

~~In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~

~~In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.~~

~~Section XI.A. of the Franchise Agreement amend to state that: "Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud."~~

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

~~Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.~~

~~RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~

~~A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant~~

~~to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

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

~~Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~

~~The undersigned does hereby acknowledge receipt of this addendum.~~

~~FRANCHISOR: _____ FRANCHISEE:
PURE GREEN FRANCHISE CORP~~

~~By: _____ By: _____
Its: _____ Its: _____~~

~~Date: _____ Date: _____~~

State Effective Dates

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

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

State	Effective Date
California	August 29, 2024
Hawaii	
Illinois	April 24, 2024
Indiana	
Maryland	May 13, 2024
Michigan	May 8, 2023 <u>June 20, 2025</u>
Minnesota	July 12, 2024
New York	July 10, 2024
North Dakota	
Rhode Island	
South Dakota	
Virginia	June 9, 2024
Washington	June 27, 2024 <u>pending</u>
Wisconsin	April 24, 2025

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

Item 23. RECEIPT

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

If Pure Green Franchise Corp offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

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

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

[Michigan and Oregon require that Pure Green Franchise Corp gives you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

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

The name, principal business address and telephone number of each franchise seller offering the franchise is: Ross Franklin, Chief Executive Officer (CEO); Michael Cecchini, Vice President (VP); Eric Rudolf, Head of Finance; Sam Florens, Franchise Operations Manager; Brody King, Head of Franchise Sales; Henry Inga, Franchise Development Manager; James Hyppolite, Head of Construction; Randdy Fundora, Head of Design; Justine Fite, Head of Real Estate; Katrina Templo, Local Marketing Specialist; and Daniella Florens, Head of Social Media~~Ross Franklin, CEO; Sam Florens, Franchise Operations Manager; Michael Cecchini, Vice President; Brody King, Director of Franchise Sales; and Andres Monroy, Franchise Coordinator~~ at 4635 Northwest 103rd Avenue, Sunrise, Florida 33351, 917 287 5646, and: _____.

Issuance Date: April 14, 2025~~April 22, 2024~~as amended July 16, 2025

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

I have received a disclosure document dated April 14, 2025, as amended July 16, 2025~~April 22, 2024~~. This disclosure document included the following Exhibits:

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

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

KEEP THIS COPY FOR YOUR RECORDS

Item 23. RECEIPT

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

If Pure Green Franchise Corp offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

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

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

[Michigan and Oregon require that Pure Green Franchise Corp gives you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

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

The name, principal business address and telephone number of each franchise seller offering the franchise is: ~~Ross Franklin, Chief Executive Officer (CEO); Michael Cecchini, Vice President (VP); Eric Rudolf, Head of Finance; Sam Florens, Franchise Operations Manager; Brody King, Head of Franchise Sales; Henry Inga, Franchise Development Manager; James Hyppolite, Head of Construction; Randdy Fundora, Head of Design; Justine Fite, Head of Real Estate; Katrina Templo, Local Marketing Specialist; and Daniella Florens, Head of Social Media;~~ ~~Ross Franklin, CEO; Sam Florens, Franchise Operations Manager; Michael Cecchini, Vice President; Brody King, Director of Franchise Sales; Eric Rudolf, Head of Finance; Mel Howie, Head of Marketing; Sam Florens, Franchise Operations Manager; Henry Inga, Franchise Development Manager; James Hyppolite, Head of Construction; Randdy Fundora, Head of Design; Justine Fite, Head of Real Estate; Katrina Templo, Local Marketing Specialist; and Daniella Florens, Head of Social Media, Franchise Coordinator~~ at 4635 Northwest 103rd Avenue, Sunrise, Florida 33351, 917 287 5646, and: _____.

Issuance Date: ~~April 14, 2025~~ ~~April 22, 2024~~

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

I have received a disclosure document dated ~~April 14, 2025~~ ~~April 22, 2024~~. This disclosure document included the following Exhibits:

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

Date	Signature	Print Name
Date	Signature	Print Name

RETURN TO: Pure Green Franchise Corp at 4635 Northwest 103rd Avenue, Sunrise, FL 33351