Green Endeavors, Ltd. and Subsidiaries
Quarterly Report
(Unaudited)

For the Three and Six Months Ended June 30, 2010

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Item 1: Exact name of the issuer and the address of its principal executive office

Green Endeavors, Ltd. as of July 11, 2007 (hereinafter referred to as the "Company", "Issuer" or "GRNE"), Net2Auction, Inc. effective October 25, 2004, Jasper Holdings.com, Inc. original date of incorporation April 25, 2002. Principal executive office location is 59 West 100 South, 2nd Floor, Salt Lake City, Utah 84101

Item 2: Shares outstanding

Common Stock		June 30, 2010	December 31, 2009	December 31, 2008
(i)	Number of shares authorized	500,000,000	500,000,000	500,000,000
(ii)	Number of shares outstanding	72,879,130	64,279,130	13,679,130
(iii)	Freely tradable shares (public float)	15,628,518	4,866,297	5,628,517
(iv)	Total number of beneficial shareholders (1)	3,500	3,500	3,500
(v)	Total number of shareholders of record	40	37	37

(1) The number of beneficial shareholders for each year represents estimates only as actual information is not readily available.

Super Voting Preferred Stock		June 30, 2010	December 31, 2009	December 31, 2008
(i)	Number of shares authorized	15,000,000	15,000,000	15,000,000
(ii)	Number of shares outstanding	6,500	6,500	6,500
(iii)	Freely tradable shares (public float)	- - - -	- - - -	- - - -
(iv)	Total number of beneficial shareholders	1	2	2
(v)	Total number of shareholders of record	1	2	2

Series B Preferred Stock		June 30, 2010	December 31, 2009	December 31, 2008
(i)	Number of shares authorized	2,000,000	2,000,000	2,000,000
(ii)	Number of shares outstanding	341,402	183,800	185,000
(iii)	Freely tradable shares (public float)	- - - -	- - - -	- - - -
(iv)	Total number of beneficial shareholders	12	13	13
(v)	Total number of shareholders of record	12	13	13

Item 3: Interim Financial Statements

Green Endeavors, Ltd. and Subsidiaries
Consolidated Balance Sheets

Assets	June 30, 2010 (Unaudited)	December 31, 2009
Current Assets:		
Cash	$ 150,178	$ 33,656
Inventory	72,907	93,035
Prepaid expenses	1,093	- - - -
Other current assets	172,133	- - - -
Note receivable	- - - -	19,000
Total current assets	396,311	145,691
Property, plant and equipment, net of accumulated depreciation of $308,006 and $289,969 respectively	293,663	269,388
Other assets	49,439	23,754
Total Assets	$ 739,413	$ 438,833
Liabilities and Stockholders' Deficit		
Current Liabilities:		
Accounts payable and accrued liabilities	$ 268,378	$ 452,719
Deferred revenue	34,010	31,737
Due to related parties (see Note 5)	617,350	229,828
Current portion of notes payable related party	42,000	11,250
Current portion of notes payable	232,378	205,535
Current portion of lease obligation	5,438	11,485
Total current liabilities	1,199,554	942,554
Long-Term Liabilities:		
Notes payable related party	208,000	238,750
Notes payable	115,167	55,805
Convertible debentures, net of debt discount of $117,706 and $125,000, respectively	2,757,294	2,750,000
Total long-term liabilities	3,080,461	3,044,555
Stockholders' Deficit:		
Convertible super voting preferred stock, $0.001 par value, 10,000,000 shares authorized; 5,850,000 and 6,500,000 shares issued and outstanding; respectively, no liquidation value	5,850	6,500
Convertible preferred series B stock - $0.001 par value 2,000,000 shares authorized, 341,402 and 183,800 shares issued and outstanding, respectively	341	184
Preferred stock - $0.001 par value 3,000,000 shares authorized, no shares issued and outstanding	- - - -	- - - -
Common stock, $0.001 par value, 500,000,000 shares authorized; 72,879,130 and 64,279,130 shares issued and outstanding, respectively	72,879	64,279
Additional paid in capital	(1,422,229)	(1,521,479)
Accumulated deficit	(2,197,443)	(2,100,450)
Total Green Endeavors, Ltd and Subsidiaries Stockholders' Deficit	(3,540,602)	(3,550,966)
Noncontrolling interest in subsidiary	- - - -	2,690
Total stockholders' deficit	(3,540,602)	(3,548,276)
Total Liabilities and Stockholders' Deficit	$ 739,413	$ 438,833

The accompanying notes are an integral part of these Consolidated Financial Statements.

Green Endeavors, Ltd. and Subsidiaries
Consolidated Statements of Operations
(Unaudited)

	Three Months Ended		Six Months Ended	
	June 30, 2010	June 30, 2009	June 30, 2010	June 30, 2009
Revenue:				
Services, net of discounts	$ 409,578	$ 374,522	$ 782,816	$ 721,939
Product, net of discounts	138,542	143,882	273,465	280,406
Total revenue	548,120	518,404	1,056,281	1,002,345
Costs and Expenses:				
Cost of services	205,170	224,830	442,694	412,694
Cost of product	73,927	76,936	146,324	146,135
Depreciation and amortization	13,666	23,188	38,811	46,377
General and administrative	214,166	173,494	439,219	354,965
Total costs and expenses	506,929	498,448	1,067,048	960,171
Income (loss) from operations	41,191	19,956	(10,767)	42,174
Other expenses, net:				
Interest expense	64,128	62,499	125,621	123,121
Loss on sale of securities	- - - -	42,173	- - - -	46,852
Other (income) expense	3,037	(52)	(36,705)	(781)
Total other expenses, net	67,165	104,620	88,916	169,192
Net loss	(25,974)	(84,664)	(99,683)	(127,018)
Less: net income attributable to the noncontrolling interest	- - - -	(6,761)	- - - -	(16,189)
Net loss attributable to Green Endeavors, Ltd and Subsidiaries	$ (25,974)	$ (91,425)	$ (99,683)	$ (143,207)
Net loss per common share attributable to Green Endeavors, Ltd. and Subsidiaries – basic and diluted	$ (0.00)	$ (0.01)	$ (0.00)	$ (0.01)
Weighted average common shares outstanding – basic and diluted	72,593,416	13,679,130	70,939,130	13,679,130

The accompanying notes are an integral part of these Consolidated Financial Statements.

Green Endeavors, Ltd. and Subsidiaries
Statements of Stockholders' Deficit
(Unaudited)

	Super Voting Preferred Stock		Series B Preferred Stock		Common Stock		Additional Paid-in Capital	Retained Earnings Deficit	Non-controlling Interest	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance, December 31, 2008	6,500,000	$ 6,500	185,000	$ 185	13,679,130	$ 13,679	$ (1,257,147)	$ (1,715,064)	$ 17,427	$ (2,934,420)
Write-off of related party receivables	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	(332,900)	- - - -	(14,963)	(347,863)
Conversion of series B preferred shares	- - - -	- - - -	(1,200)	(1)	600,000	600	(599)	- - - -	- - - -	- - - -
Shares issued in conversion of debenture	- - - -	- - - -	- - - -	- - - -	50,000,000	50,000	75,000	- - - -	- - - -	125,000
APIC adjustment for partial settlement of convertible debenture	- - - -	- - - -	- - - -	- - - -			(5,833)	- - - -	- - - -	(5,833)
Net loss for year ended December 31, 2009	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	(385,386)	226	(385,160)
Balance, December 31, 2009	6,500,000	6,500	183,800	184	64,279,130	64,279	(1,521,479)	(2,100,450)	2,690	(3,548,276)
Conversion of series B preferred shares	- - - -	- - - -	(6,400)	(6)	6,400,000	6,400	(6,394)	- - - -	- - - -	- - - -
Issuance of series B preferred shares in settlement agreement	- - - -	- - - -	10,000	10	- - - -	- - - -	(6,010)	- - - -	- - - -	(6,000)
Issuance of series B preferred shares for cash	- - - -	- - - -	4,400	4	- - - -	- - - -	10,996	- - - -	- - - -	11,000
Change in controlling interest	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	2,690	(2,690)	- - - -
Conversion of series B preferred shares	- - - -	- - - -	(400)	(1)	200,000	200	(199)	- - - -	- - - -	- - - -
Conversion of series B preferred shares	- - - -	- - - -	(2,000)	(2)	2,000,000	2,000	(1,998)	- - - -	- - - -	- - - -
Write-off of related party receivables	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	(40,349)	- - - -	- - - -	(40,349)
APIC adjustment for debt discount of convertible debenture	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	(7,294)	- - - -	- - - -	(7,294)
Issuance of series B preferred shares to purchase Super Voting Preferred stock	(650,000)	(650)	52,000	52	- - - -	- - - -	598	- - - -	- - - -	- - - -
Issuance of series B preferred shares for cash	- - - -	- - - -	100,002	100	- - - -	- - - -	149,900	- - - -	- - - -	150,000
Net loss for the six months ended June 30, 2010	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	- - - -	(99,683)	- - - -	(99,683)
Balance, June 30, 2010	5,850,000	$ 5,850	341,402	$ 341	72,879,130	$ 72,879	$ (1,422,229)	$ (2,197,443)	$ - - - -	$ (3,540,602)

The accompanying notes are an integral part of these Consolidated Financial Statements.

Green Endeavors, Ltd. and Subsidiaries
Consolidated Statements of Cash Flows
(Unaudited)

	Six Months Ended June 30, 2010	Six Months Ended June 30, 2009
Cash Flows from Operating Activities:		
Net loss	$ (99,683)	$ (127,018)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	38,811	46,377
Loss on sale of investments	- - - -	4,679
Changes in operating assets and liabilities:		
Due from related parties	(112,482)	(172,905)
Inventories	20,127	(6,742)
Prepaid expenses	(1,093)	(388)
Other assets	(81,000)	56,325
Accounts payable and accrued liabilities	175,761	273,819
Deferred revenue	2,273	(2,526)
Other long-term liabilities	(9,795)	(3,886)
Net cash (used in) provided by operating activities	(67,081)	67,735
Cash Flows from Investing Activities:		
Proceeds from the sale of marketable securities	- - - -	9,279
Purchases of property, plant & equipment	(42,312)	(1,393)
Purchase of long-term investment	(25,085)	- - - -
Net cash (used in) provided by investing activities	(67,397)	7,886
Cash Flows from Financing Activities:		
Payments made on bank loan	(10,000)	(89,231)
Proceeds from loan	100,000	- - - -
Proceeds from issuance of preferred stock	161,000	- - - -
Net cash provided by (used in) financing activities	251,000	(89,231)
Increase (decrease) in cash	116,522	(13,610)
Cash at beginning of period	33,656	29,790
Cash at end of period	$ 150,178	$ 16,180
Supplemental cash flow information:		
Cash paid during the period for:		
Interest	$ 3,252	$ 1,222
Non-cash investing and financing activities:		
Issuance of Series B Preferred shares	$ 260,000	$ - - - -

The accompanying notes are an integral part of these Consolidated Financial Statements.

Green Endeavors, Ltd. and Subsidiaries
Notes to Consolidated Financial Statements
(Unaudited)

Note 1 – Organization and Basis of Financial Statement Presentation

Organization

Green Endeavors, LTD., ("Green") was incorporated under the laws of the State of Delaware on April 25, 2002 as Jasper Holdings.com, Inc. During the year ended December 2004, Green changed its name to Net2Auction, Inc. In July of 2007, Green changed its name to Green Endeavors, Ltd. Green is not currently a reporting company and is quoted on Pinksheets under the symbol GRNE.

Green is a 90% controlled subsidiary of Nexia Holdings, Inc ("Nexia"). Green was acquired by Nexia in October 2007 in exchange for 150,000 shares of Nexia Series C Preferred Stock valued at $750,000. Nexia is not currently a reporting company and is quoted on Pinksheets under the symbol NXHD.

On April 30, 2008, Green acquired an 85% interest in Landis Salons, Inc. ("Landis") and a 100% interest in Newby Salon, LLC from Diversified Holdings I, Inc. ("DHI"), a 100% owned subsidiary of Nexia, in exchange for an 8% Series A Senior Subordinated Convertible Debenture with a face amount of $3,000,000.

Landis Salons, Inc., a Utah corporation, was organized on May 4, 2005 for the purpose of operating an Aveda™ Lifestyle Salon. DHI, an affiliate of Green, acquired a 20% interest in exchange for a $100,000 cash investment. An additional 65% interest was acquired by DHI on July 13, 2006, with 60% from Richard Surber, a related party, and 5% from Seth Bullough, by issuing a $250,000 note payable, 80,000 Series A Preferred shares of Nexia stock and 2,000,000 Series B Preferred shares of Nexia stock.

Newby Salon, L.L.C. ("Newby"), a Utah limited liability company, organized on July 8, 2005 in the state of Utah, owns and operates the Landis Studio in Bountiful, Utah, and is owned 100% by Green. Newby provides Green with a second operating salon using exclusively Aveda™ products. Newby was re-named as a Landis Concept Salon on November 9, 2007.

On September 30, 2009, Landis issued 1,315,000 new shares of its Common stock to Green thereby increasing the amount of controlling interest in Landis to 99%. In addition to the issuance of Common stock Green issued a note payable in the amount of $250,000 to Nexia. For consideration of the additional interest in Green, Nexia transferred $250,000 of restricted non-marketable securities in AmeriResource Technologies, Inc., a related party, to Landis. During the nine months ended September 30, 2009, Green recognized an other-than-temporary loss on its investment in AmeriResource Technologies, Inc. of $250,000 due to continued decline and duration in market value of the investment.

As of December 31, 2009, Landis was 99% owned by Green and a noncontrolling interest of 1% is held by a former employee. During the three months ended March 31, 2010, Green issued 10,000 Series B Preferred shares to a former employee for the remaining 1% noncontrolling interest in Landis.

Basis of Financial Statement Presentation

The consolidated financial statements include the accounts of Green and its subsidiaries after elimination of intercompany accounts and transactions. All consolidated subsidiaries are either wholly-owned or majority-owned by Green.

Green consolidates entities under control and records a noncontrolling interest for the portions not owned by Green. Control is determined, where applicable, by the sufficiency of equity invested and the rights of the equity holders, and by the ownership of a majority of the voting interests, with consideration given to the existence of approval or veto rights granted to the minority shareholder. If the minority shareholder holds substantive participating rights, it overcomes the presumption of control by the majority voting interest holder. In contrast, if the minority shareholder simply holds protective rights (such as consent rights over certain actions), it does not overcome the presumption of control by the majority voting interest holder.

Because the transactions involving the acquisition of controlling interest of Landis occurred between entities that already share the same parent, Nexia, it is not considered a business combination because there is no change in control at the parent level. The financial statements of the commonly controlled entities are combined retrospectively, as if the transaction had occurred in 2006, when the subsidiaries were acquired by DH1.

The consolidated balance sheet as of June 30, 2010 and the consolidated statements of operations and cash flows for the periods presented have been prepared by Green and are unaudited. In the opinion of management, all adjustments (consisting solely of normal recurring adjustments) necessary, including all costs incurred by Green’s parent company Nexia in behalf of Green as described in SAB Topic 1B, to present fairly the financial position, results of operations, and cash flows for all periods presented have been made. The information for the consolidated balance sheet as of December 31, 2009 was derived from audited financial statements.

Note 2 – Summary of Significant Accounting Policies

Use of Estimates

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

Fair Value of Financial Instruments

The carrying value of all financial instruments classified as a current asset or liability is deemed to approximate fair value due to the short maturity of these instruments and interest rates that approximate current market rates.

Cash and Cash Equivalents

Investments with original maturities of three months or less at the time of purchase are considered cash equivalents. As of June 30, 2010, Green had no cash equivalents.

Inventory

Inventory consists of items held for resale and is carried at the lower of cost or market. Cost is determined using the first in, first out (“FIFO”) method.

Property, Plant and Equipment

Property, plant and equipment is stated at historical cost. Depreciation is generally provided over the estimated useful lives, using the straight-line method, as follows:

Computer equipment and related software	3 years
Leasehold improvements	Shorter of the lease term or the estimated useful life
Furniture and fixtures	3-10 years
Equipment	3-10 years
Vehicle	7 years

Green recorded depreciation expense in the amount of $13,666 for the three months ended June 30, 2010, $23,188 for the three months ended June 30, 2009, $38,811 for the six months ended June 30, 2010 and $46,377 for the six months ended June 30, 2009.

The following is a summary of Green's Property, plant and equipment by major category as of June 30, 2010:

	Cost	Accumulated Depreciation	Net
Computer equipment and related software	$ 11,553	$ 3,819	$ 7,734
Leasehold improvements	401,379	200,932	200,447
Furniture and fixtures	20,492	16,936	3,556
Equipment	120,052	85,172	34,880
Vehicle	48,193	1,147	47,046
Total	$ 601,669	$ 308,006	$ 293,663

Investments in Equity Securities

Marketable Securities

Green considers all of its investments in marketable securities as available-for-sale. Available-for-sale securities are stated at fair value, with the unrealized gains and losses presented net of tax and reported as a separate component of Stockholders' deficit. Realized gains and losses are determined using the specific identification method. Gains are recognized when realized and are recorded in the Consolidated Statements of Operations as Other income. Losses are recognized as realized or when Green has determined that an other-than-temporary decline in fair value has occurred.

Non-Marketable Securities

Green uses either the cost or equity method of accounting to account for its long-term, non-marketable investment securities. If Green determines that an other-than-temporary decline exists in a non-marketable equity security, Green writes down the investment to its fair value and records the related write-down as an impairment loss in the Consolidated Statements of Operations.

Series B Preferred Stock

The Series B preferred stock is non-voting, convertible preferred. Each share of Green's Series B Preferred Stock is convertible into $5.00 worth of common stock. The number of common shares received is based on the market value of the common stock on the date of conversion. Series B Preferred Stock shareholders, at the option of Green, can receive cash or common stock of upon conversion. The Preferred Stock is classified as equity as long as there are sufficient shares available to effect the conversion. In some instances certain contracts may pass the option to receive cash or Common Stock to the shareholder. In this case, it is assumed that a cash settlement will occur and balance sheet classification of the affected Preferred Stock and related preferred paid-in capital as a liability.

Deferred Revenue

Deferred revenue arises when customers pay for products and/or services in advance of revenue recognition. Green's deferred revenue consists solely of unearned revenue associated with the purchase of gift certificates for which revenue is recognized only when the service is performed or the product is delivered.

Revenue Recognition

Revenue is recognized at the time the service is performed or the product is delivered.

Stock Based Compensation

Green recognizes the cost of employee services received in exchange for awards of equity instruments as stock-based compensation expense. Stock-based compensation expense is measured at the grant date based on the value of the restricted stock award, option or purchase right and is recognized as expense, less expected forfeitures, over the requisite service period, which typically equals the vesting period. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model. The fair value of each restricted stock issuance is determined using the fair value of Green's common stock on the grant date.

Determining the fair value of stock-based awards at the grant date requires judgment, including estimating the following:

- Expected volatility of our stock;
- Expected term of stock options;
- Risk-free interest rate for the period;
- Expected dividends, if any; and
- Expected forfeitures.

The computation of the expected volatility assumption used in the Black-Scholes option pricing model for new grants is based on implied volatility when the remaining maturities of the underlying traded options are at least one year and, when the remaining maturities of the underlying traded options are less than one year, it is based on an equal weighting of historical and implied volatilities.

When establishing the expected life assumption, Green reviews annual historical employee exercise behavior with respect to option grants having similar vesting periods. The risk-free interest rate for the period within the expected term of the option is based on the yield of United States Treasury notes in effect at the time of grant. Green has not historically paid dividends, thus the expected dividends used in any calculations are zero. Judgment is required in estimating the amount of stock-based awards that Green expects to be forfeited. Green calculates an expected forfeiture rate for stock options issuances based on historical trends.

The valuation of all options, including the expected life and forfeiture rates of stock options, are calculated based on one employee pool because there is no significant difference in exercise behavior between classes of employees.

As of July 30, 2010, the Company had no outstanding options or warrants to purchase shares of our common stock.

Income Taxes

Deferred income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Also, Green's practice is to recognize interest and/or penalties related to income tax matters in income tax expense.

As of June 30, 2010, the Company's deferred tax assets, which are solely related to net operating losses, have been fully offset by a valuation allowance.

Net Loss Per Share

Net loss per share is computed by dividing net loss by the weighted average number of common shares outstanding during the specified period. Diluted earnings per common share is computed by dividing net income by the weighted average number of common shares and potential common shares during the specified period. For the three and six months ended June 30, 2010 and 2009 potential common shares are not included in the diluted net loss per share calculation as their effect would be anti-dilutive.

Noncontrolling Interest in Subsidiary

On January 1, 2009, Green adopted new accounting guidance which clarifies that a noncontrolling interest in a subsidiary is an ownership interest in the consolidated entity that should be reported as equity in the consolidated financial statements. The new guidance also requires consolidated net income to be reported at amounts that include the amounts attributable to both the parent and the noncontrolling interest and requires disclosure, on the face of the consolidated statement of income, of the amounts of consolidated net income attributable to the parent and to the noncontrolling interest. In addition, it establishes a single method of accounting for changes in a parent's ownership interest in a subsidiary that does not result in deconsolidation and requires that a parent recognize a gain or loss in net income when a subsidiary is deconsolidated unless the deconsolidation is an in-substance sale of real estate.

The new guidance on noncontrolling interests was required to be applied prospectively after adoption, with the exception of the presentation and disclosure requirements, which were applied retrospectively for all periods presented. As a result, Green reclassified noncontrolling interests to permanent equity in the accompanying consolidated balance sheets.

Recent Accounting Pronouncements

In April 2010, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2010-13, "Effect of Denominating the Exercise Price of a Share-Based Payment Award in the Currency of the Market in Which the Underlying Equity Security Trades" ("ASU 2010-13"). ASU 2010-13 addresses the classification of a share-based payment award with an exercise price denominated in the currency of a market in which the underlying equity security trades. FASB Accounting Standards Codification ("ASC") Topic 718 was amended to clarify that a share-based payment award with an exercise price denominated in the currency of a market in which a substantial portion of the entity's equity securities trade shall not be considered to contain a market, performance or service condition. Therefore, such an award is not to be classified as a liability if it otherwise qualifies for equity classification. The amendments in ASU 2010-13 are effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2010, with early application permitted. We do not anticipate that the adoption of this guidance will have a material impact on our financial position and results of operations.

In February 2010, the FASB issued ASU No. 2010-09, "Amendments to Certain Recognition and Disclosure Requirements" ("ASU 2010-09"), which amends ASC Topic 855, "Subsequent Events." The amendments to ASC Topic 855 do not change existing requirements to evaluate subsequent events, but: (i) defines a "SEC Filer," which we are; (ii) removes the definition of a "Public Entity"; and (iii) for SEC Filers, reverses the requirement to disclose the date through which subsequent events have been evaluated. ASU 2010-09 was effective for us upon issuance. This guidance did not have a material impact on our financial position and results of operations.

In January 2010, the FASB issued ASU No. 2010-06, "Improving Disclosures about Fair Value Measurements" ("ASU 2010-06"). ASU 2010-06 requires new disclosures for (i) transfers of assets and liabilities in and out of levels one and two fair value measurements, including a description of the reasons for such transfers and (ii) additional information in the reconciliation for fair value measurements using significant unobservable inputs (level three). This guidance also clarifies existing disclosure requirements including (i) the level of disaggregation used when providing fair value measurement disclosures for each class of assets and liabilities and (ii) the requirement to provide disclosures about the valuation techniques and inputs used to measure fair value for both recurring and nonrecurring fair value measurements for level two and three assets and liabilities. ASU 2010-06 is effective for interim and annual reporting periods beginning after December 15, 2009, except for the disclosures about activity in the roll forward for level three fair value measurements, which is effective for fiscal years beginning after December 15, 2010. The adoption of this guidance has not had a material impact on our financial position and results of operations.

Management believes the impact of other recently issued standards and updates, which are not yet effective, will not have a material impact on Green's consolidated financial position, results of operations or cash flows upon adoption.

Note 3 – Inventory

Green's inventory consists of items held for resale and product that is used in services by the Landis and Newby salons. Inventory is carried at the lower of cost or market. As of June 30, 2010, inventory amounted to $72,907 and $93,035 for the year ended December 31, 2009.

Note 4 – Lease Commitments

Operating Leases

Facilities are leased under operating leases expiring at various dates through 2020. Certain of these leases contain renewal options. Rental expense was $33,426 for the three months ended June 30, 2010 as compared to 32,638 for the three months ended June 30, 2009. For the six months ended June 30, 2010 rent expense was $66,294 and $67,629 for the same period in 2009.

As of June 30, 2010, future minimum lease payments under non-cancelable operating leases were as follows:

For the fiscal years:	Operating Leases
2010	$ 56,274
2011	138,076
2012	141,528
2013	145,066
2014	148,693
Thereafter	509,243
Total lease payments	$ 1,138,879

Capital Leases

The following is a summary of the gross amount of assets by class recorded under capital leases as of June 30, 2010 and December 31, 2009:

Classes of Property	June 30, 2010	December 31, 2009
Salon equipment	$ 50,603	$ 50,603

As of June 30, 2010, future minimum lease payments under non-cancelable capital leases were as follows:

For the fiscal years:	Capital Leases
2010	5,438
2011	- - - -
2012	- - - -
2013	- - - -
2014	- - - -
Thereafter	- - - -
Total capital lease payments	$ 5,438

Note 5 – Related Party Transactions

On April 30, 2008, Green entered into a stock transfer agreement with it's parent company Nexia and Nexia's wholly-owned subsidiary DHI whereby they would each sell their holdings in Landis and Newby in exchange for an 8% Series A Senior Subordinated Convertible Debenture with a face amount of $3,000,000. Interest on the debenture commenced on December 30, 2008. DHI has the option, at any time, to convert all or any amount over $10,000 of principal face amount and accrued interest into shares of Common stock, $0.001 par value per share, at a conversion price equal to 95% of the average closing bid price of the Common stock three days prior to the date notice is received by Green. Based on the intrinsic value on the date of issuance, Green has a beneficial conversion feature, for which it has recorded a debt discount of $150,000 as of April 30, 2008. This discount is being amortized to the maturity date of the debenture, which is 10 years.

On September 30, 2009, Landis issued 1,315,000 new shares of its Common stock to Green thereby increasing the amount of controlling interest in Landis to 99%. In addition to the issuance of Common stock, Green issued a note payable in the amount of $250,000 to Nexia. For consideration of the additional interest in Green, Nexia transferred $250,000 of restricted non-marketable securities in AmeriResource Technologies, Inc., a related party, to Landis. During the nine months ended September 30, 2009, Green recognized an other-than-temporary loss on its investment in AmeriResource Technologies, Inc. of $250,000 due to continued decline and duration in market value of the investment.

As of December 31, 2009, Landis was 99% owned by Green and a noncontrolling interest of 1% is held by a former employee. During the three months ended March 31, 2010, Green issued 10,000 Series B Preferred shares to a former employee for the remaining 1% noncontrolling interest in Landis.

The following table summarizes the principal and accrued interest balance of the Convertible Debentures as of June 30, 2010 and December 31, 2009.

	June 30, 2010	December 31, 2009
Principal balance	$ 2,875,000	$ 2,875,000
Accrued interest	354,740	241,315
Total	$ 3,229,740	$ 3,116,315

On December 23, 2009, the board of directors approved a partial settlement of debt represented by the $3,000,000 Debenture. Green agreed to issue 50,000,000 shares of common stock to Nexia in exchange for a credit against the Debenture in the amount of $125,000. The shares were valued based on the average closing price of the stock prior to the date of issuance. Green also adjusted the debt discount to account for the change in the related beneficial conversion feature.

During fiscal 2008 and 2009, Green held an available-for-sale security investment in BizAuctions, Inc. During fiscal 2008, Green recognized an other-than-temporary loss on its available-for-sale investment in BizAuctions, Inc. of $807,721 due to continued decline and duration in market value of the investment. The available-for-sale securities were sold during fiscal 2009 for a gain of $1,584. During 2009, the president of BizAuctions, Inc. was also the president of AmeriResource Technologies, Inc. who held 10%, or 650,000 shares of Green's Super voting Preferred stock. On June 24, 2010, the Board of Directors approved the purchase of 650,000 shares of Green's Super voting Preferred stock from AmeriResource Technologies, Inc. in exchange for 52,000 shares of Green's Series B Preferred stock. The number of Series B Preferred shares issued in this transaction was determined based on one share of Green's Super voting Preferred stock being equivalent to 10 shares of Common stock and each Series B Preferred share is convertible into $5.00 of Common stock. The shares were valued at $260,000, or $0.04 per share, which was the closing price of the stock on June 23, 2010.

Note 6 – Notes Payable

A summary of notes payable as of June 30, 2010 is as follows:

Creditor	Interest Rate	Due Date	June 30, 2010	December 31, 2009
American First Federal Credit Union	10.50%	12-01-2012	$ 20,010	$ 30,010
American First Federal Credit Union	10.75%	07-18-2012	15,315	15,315
Xing Investment Corp (1)	10.00%	05-12-2008	171,000	171,000
Chase Bank	7.24%	02-13-2015	41,220	45,015
Nexia Holdings, Inc (related party)	- - - -	09-11-2011	250,000	250,000
Salt Lake City Corporation (2)	3.25%	06-18-2015	100,000	- - - -
Total			597,545	511,340
Less: Current portion of notes payable			274,378	216,785
Notes payable			$ 323,167	$ 294,555

(1) On May 12, 2006, Green borrowed $171,000 from Xing Investment Corp with a convertible promissory note. The note is interest bearing at 10% per annum with no interest due until the note maturity date of May 12, 2008. Both principal and accrued interest, at the option of the note holder, may be converted into Common stock of Green at $0.01 per share. The note was not liquidated at the maturity date and is currently in default. No payments have been made on the obligation because Green is unable to locate Xing Investment Corp. or its representatives. As of June 30, 2010 and December 31, 2009, accrued interest reported in Accounts payable and accrued liabilities was $34,200.

(2) On June 18, 2010, Landis Salons, Inc. received a loan in the amount of $100,000 from the Division of Economic Development of Salt Lake City Corporation. The loan includes a 1% origination fee and bears interest at the rate of 3.25% per annum. Principal and interest payments are made monthly over a five year term commencing June 2010. The loan is secured by a $25,000 certificate deposit held in the name of Landis Salons, Inc.

Note 7 – Stockholders' Deficit

Preferred Stock

Green is authorized to issue 15,000,000 shares of preferred stock. Green's preferred stock may be divided into such series as may be established by the Board of directors. Each share of the Super voting preferred stock is convertible into 10 shares of Green's Common stock and has the voting rights equal to 10 shares of Common stock.

The Series B preferred stock is non-voting, convertible preferred. Each share of Green's Series B Preferred Stock is convertible into $5.00 worth of Common stock. The number of common shares received is based on the market value of the Common stock on the date of conversion. The result is potentially an unlimited number of common shares received for a fixed amount of conversion value. Series B Preferred Stock shareholders, at the option of Green, can receive cash.

As of June 30, 2010 and December 31, 2009, there were sufficient common shares to be issued if the preferred shares were converted due to an increased share price at the end of the year. Based on the availability of common shares upon conversion, it is assumed that Green would settle the contract in shares and classify the preferred shares as equity.

On October 27, 2008, the Board of Directors approved the issuance of 185,000 shares of Series B Preferred stock to employees of Green for services rendered. The shares have a face value of $925,000.

On December 4, 2009, several Series B Preferred shareholders elected to convert 1,200 shares of Series B preferred stock into 600,000 shares of common stock.

As of December 31, 2009, Green had 6,500,000 shares of Super voting preferred stock outstanding and 183,800 shares of convertible Series B Preferred stock outstanding.

On January 21, 2010, the Board of Directors approved the conversion of 6,400 shares of Series B Preferred shares into 6,400,000 shares of Common stock. The shares were converted at $0.01 per share based on the closing price of the stock prior to the date of conversion.

On February 17, 2010, Green issued 10,000 Series B Preferred shares to a former employee for the remaining 1% noncontrolling interest in Landis.

On February 26, 2010, Green issued 4,400 Series B Preferred shares to an investor for $11,000. The shares were valued at $2.50 per share which was mutually agreed upon by the Board of Directors and the individual investor.

On March 12, 2010, the Board of Directors approved the conversion of 400 Series B Preferred shares into 200,000 shares of Common stock for an employee. The shares were converted at $0.01 per share based on the closing price of the stock prior to the date of issuance.

On April 13, 2010, the Board of Directors approved the conversion of 2,000 Series B Preferred shares into 2,000,000 shares of Common stock for an investor. The shares were converted at $0.005 per share which was mutually agreed upon by the Board of Directors and the individual investor.

On April 16, 2010, Green issued 33,334 Series B Preferred shares to an investor for $50,000. The shares were valued at $1.50 per share which was mutually agreed upon by the Board of Directors and the individual investor.

On June 24, 2010, the Board of Directors approved the purchase of 650,000 shares of Green's Super voting Preferred stock from AmeriResource Technologies, Inc., a related party, in exchange for 52,000 shares of Green's Series B Preferred stock. The number of Series B Preferred shares issued in this transaction were determined based on one share of

Green's Super voting Preferred stock being equivalent to 10 shares of Common stock and each Series B Preferred shared is convertible into $5.00 of Common stock. The shares were valued at $260,000, or $0.04 per share, which was the closing price of the stock on June 23, 2010.

On June 28, 2010, Green issued 33,334 Series B Preferred shares to two separate investors for $50,000 each. The shares were valued at $1.50 per share which was mutually agreed upon by the Board of Directors and the individual investor.

As of June 30, 2010, Green had 5,850,000 shares of Super voting Preferred stock outstanding and 341,402 shares of convertible Series B Preferred stock outstanding.

Common Stock

Green is authorized to issue 500,000,000 shares of Common stock with a par value of $0.001 per share. As of June 30, 2010, Green had 70,879,130 shares of Common stock outstanding.

On December 23, 2009, the board of directors approved a partial settlement of debt represented by the $3,000,000 Debenture. Green agreed to issue 50,000,000 shares of common stock to Nexia in exchange for a credit against the Debenture in the amount of $125,000. The shares were valued based on the closing price of the stock prior to the date of issuance.

In January 2010, two separate parties elected to convert a total of 6,400 shares of Series B preferred shares into 6,400,000 shares of common stock. The shares were converted at $0.01 per share based on the average close price at the date of conversion.

Noncontrolling Interest

On April 30, 2008, Green acquired an 85% interest in Landis and a 100% interest in Newby from DHI, a 100% owned subsidiary of Nexia, in exchange for an 8% Series A Senior Subordinated Convertible Debenture with a face amount of $3,000,000.

On September 30, 2009, Landis issued 1,315,000 new shares of its Common stock to Green thereby increasing the amount of controlling interest in Landis to 99%. In addition to the issuance of Common stock Green issued a note payable in the amount of $250,000 to Nexia. For consideration of the additional interest in Green, Nexia transferred $250,000 of restricted non-marketable securities in AmeriResource Technologies, Inc., a related party, to Landis. During the nine months ended September 30, 2009, Green recognized an other-than-temporary loss on its investment in AmeriResource Technologies, Inc. of $250,000 due to continued decline and duration in market value of the investment.

As of December 31, 2009, Landis was 99% owned by Green and a noncontrolling interest of 1% was held by a former employee. During the three months ended March 31, 2010, Green issued 10,000 Series B Preferred shares to a former employee for the remaining 1% noncontrolling interest in Landis.

Note 8 – Going Concern

Generally accepted accounting principles in the United States of America contemplate the continuation of Green as a going concern. However, Green had a net loss in for the three months ended June 30, 2010 of $25,974 and negative working capital of $803,243, which raises substantial doubt about the Green's ability to continue as a going concern. Green's ability to continue as a going concern is contingent upon the successful completion of additional financing arrangements and its ability to successfully fulfill its business plan. Management plans to attempt to raise additional funds to finance the operating and capital requirements of Green through a combination of equity and debt financings. While Green is making its best efforts to achieve the above plans, there is no assurance that any such activity will generate funds that will be available for operations.

Note 9 – Subsequent Events

On July 7, 2010 the Board of Directors authorized the issuance of 25,000 shares of restricted Series B Preferred stock to Richard G. Clegg pursuant to the terms of his employment agreement with a related party, Diversified Holdings I, Inc. The shares were issued pursuant to The 2008 Benefit Plan of Green Endeavors, Ltd. to a natural person, providing bona fide services and not in conjunction with a capital raising transaction, exempt from registration under Rule 701 of the Securities Act of 1933.

On August 4, 2010, the Board of Directors authorized the conversion of 9,000 shares of Series B Preferred stock into 9,000,000 shares of Common stock at a conversion rate of $0.005 per share which was mutually agreed upon by the Board of Directors and the respective shareholders.

Green has evaluated subsequent events through August 12, 2010, which is the date the financial statements were issued.

Item 4: Management's Discussion and Analysis of Plan of Operation

Overview

We operate two full-service hair and retail salons through our wholly owned subsidiaries, Landis Salons, Inc., and Newby Salon, LLC and intend to open a third location through our wholly owned subsidiary, Landis Salons II, Inc., before the end of this year. Each of our salons features the Aveda™ line of products.

Business Strategy

Our business strategy is to increase same-store sales of services and products, increase operational efficiencies and open additional locations. Our 5 year plan is to open up to 4 additional salons in Salt Lake City Utah and the surrounding areas before expanding our presence nationwide. Our national growth plan provides for additional salon locations in geographic markets.

Our business strategy of opening additional salon locations requires growth capital and talented employees. In order to provide sufficient capital to achieve our growth plan, we intend on raising capital through both debt and equity markets as well as using equity to attract and retain talented employees.

Management has evaluated the increased expense of being a publicly reporting company and has estimated that operating expenses could increase up to $100,000 per year.

Results of Operations

Prior to the acquisitions of the Landis and Newby salons on April 30, 2008, from DHI, a wholly-owned subsidiary of Nexia, we were a holding company. Since the transactions involving Landis and Newby occurred between entities that shared the same parent, Nexia, such transactions were not considered business combinations as there was no change in control at the parent level. We have therefore combined the financial statements of the commonly controlled entities retrospectively, as if the transactions had occurred at January 1, 2008 so that the results of operations included in this Form 10/A reflect a full year of operations for both Landis and Newby for the period ended December 31, 2008.

The following discussion examines our results of operations and financial condition based on our consolidated financial statements for the three and six months ended June 30, 2010 and 2009 and the years ended December 31, 2009 and 2008.

Revenue

Three months ended June 30, 2010 and 2009

Revenue for the three months ended June 30, 2010, increased to $548,120 from $518,404 for the three months ended June 30, 2009, an increase of 6%. We believe that the increase in revenue over the comparative quarterly periods is primarily attributed to an increase in the number of services provided and an increase in the price of services offered.

	Three Months Ended		
	June 30, 2010	June 30, 2009	Change
Services	$ 409,578	$ 374,522	$ 35,056
Product	138,542	143,882	(5,340)
Total revenue	$ 548,120	$ 518,404	$ 29,716

Six months ended June 30, 2010 and 2009

Revenue for the six months ended June 30, 2010, increased to $1,056,281 from $1,002,345 for the six months ended June 30, 2009, an increase of 5%. We believe that the increase in revenue over the comparative periods is primarily attributed to an increase in the number of services provided and an increase in the price of services offered.

	Six Months Ended		
	June 30, 2010	June 30, 2009	Change
Services	$ 782,816	$ 721,939	$ 60,877
Product	273,465	280,406	(6,941)
Total revenue	$ 1,056,281	$ 1,002,345	$ 53,936

Costs and Expenses

Three months ended June 30, 2010 and 2009

Costs of revenue for the three months ended June 30, 2010, decreased to $279,097 from $301,766 for the three months ended June 30, 2009, a decrease of 8%. This decrease over the comparable quarterly periods is primarily attributable to an increased effort in reducing the cost of providing services.

Cost of services for the three months ended June 30, 2010, decreased to $205,170 from $224,830 for the three months ended June 30, 2009. Cost of products for the three months ended June 30, 2010, decreased to $73,927 from $76,936 for the three months ended June 30, 2009. This decrease over the comparable quarterly period is primarily attributable to a decrease in the number of products sold and an increase in the sales price of the products.

The following table shows cost of revenue as a percentage of related revenue:

	Three Months Ended	
	June 30, 2010	June 30, 2009
Services	50.09%	60.03%
Product	53.36%	53.47%

The following table shows general and administrative expense for the three months ended June 30, 2010 and 2009:

	Three Months Ended		
	June 30, 2010	June 30, 2009	Change
Salaries and wages	$ 72,776	$ 68,023	$ 4,753
Rent	33,426	32,638	788
Advertising	12,644	16,034	(3,390)
Credit card merchant fees	14,192	12,613	1,579
Insurance	14,452	10,769	3,683
Utilities and telephone	6,910	7,254	(344)
Professional services	47,315	- - - -	47,315
Other	12,451	26,163	(13,712)
Total general and administrative expenses	$ 214,166	$ 173,494	$ 40,672

The increase in general and administrative expenses over the comparable quarterly periods is primarily due to increases in Professional services partially offset by a decrease in Salaries and wages and Other general and administrative expenses. Professional services increased as a result of audit and review services provided during the three months ended June 30, 2010. Other general and administrative expenses decreased as a result of increased operating efficiencies and efforts in reducing discretionary spending. Other general and administrative expenses are individually insignificant and include dues and subscriptions, finance charges, office expense, repairs and maintenance, travel and transfer agent expenses.

Depreciation and amortization expense for the three months ended June 30, 2010, decreased to $13,666 from $23,188 for the three months ended June 30, 2009. The decrease is due to fixed assets becoming fully depreciated between the comparative periods.

Six Months ended June 30, 2010 and 2009

Costs of revenue for the six months ended June 30, 2010, increased to $589,018 from $558,829 for the six months ended June 30, 2009, an increase of 5%.

Cost of services for the six months ended June 30, 2010, increased to $442,694 from $412,694 for the six months ended June 30, 2009. Cost of products for the six months ended June 30, 2010, increased to $146,324 from $146,135 for the six months ended June 30, 2009.

The following table shows cost of revenue as a percentage of related revenue:

	Six Months Ended	
	June 30, 2010	June 30, 2009
Services	56.55%	57.16%
Product	53.51%	52.12%

The following table shows general and administrative expense for the six months ended June 30, 2010 and 2009:

	Six Months Ended		
	June 30, 2010	June 30, 2009	Change
Salaries and wages	$ 139,891	$ 137,525	$ 2,366
Rent	66,294	67,629	(1,335)
Advertising	32,604	30,835	1,769
Credit card merchant fees	27,180	24,595	2,585
Insurance	25,389	21,704	3,685
Utilities and telephone	16,197	15,204	993
Professional services	70,815	8,750	62,065
Other	60,849	48,723	12,125
Total general and administrative expenses	$ 439,219	$ 354,965	$ 84,253

The increase in general and administrative expense over the comparable six month periods is primarily due to an increase in Professional services and Other general and administrative expenses partially offset by a decrease in Salaries and wages. Professional services increased as a result of audit and review services provided during the six months ended June 30, 2010. Other general and administrative expenses are individually insignificant and include dues and subscriptions, finance charges, office expense, repairs and maintenance, travel and transfer agent expenses.

Depreciation and amortization expense for the six months ended June 30, 2010, decreased to $38,811 from $46,377 for the six months ended June 30, 2009. The decrease is due to fixed assets becoming fully depreciated between the comparative periods.

Other Expenses, net

Three months ended June 30, 2010 and 2009

Other expenses, net for the three months ended June 30, 2010, decreased to $67,165 from $104,620 for the three months ended June 30, 2009, a decrease of 36%. This decrease over the comparable quarterly periods is primarily due to a decrease of $42,173 on loss on sale of securities.

Six months ended June 30, 2010 and 2009

Other expenses, net for the six months ended June 30, 2010, decreased to $88,916 from $169,192 for the six months ended June 30, 2009, a decrease of 47%. This decrease over the comparable six month periods is primarily due to a decrease of $46,852 on loss on sale of securities and an increase of $35,924 of other income related to a settlement agreement completed during the six months ended June 30, 2010.

Net Losses

Three months ended June 30, 2010 and 2009

Our net loss for the three months ended June 30, 2010, decreased to $25,974 from $91,425 for the three months ended June 30, 2009, a decrease of 72%. This decrease is primarily due to a decrease of $42,173 of loss on sale of securities, an increase of $29,716 in total revenue and a decrease of $19,660 of cost of services partially offset by an increase of $40,672 of general and administrative expenses.

Six months ended June 30, 2010 and 2009

Our net loss for the six months ended June 30, 2010, decreased to $99,683 from $143,207 for the six months ended June 30, 2009, a decrease of 30%. This decrease is primarily due to a decrease of $46,852 of loss on sale of securities, an increase of $53,936 in total revenue and an increase of $35,924 of other income partially offset by an increase of $84,253 of general and administrative expenses.

Liquidity and Capital Resources

As of June 30, 2010 and December 31, 2009

We had a working capital deficit of $803,243 as of June 30, 2010. Our current assets were $396,311, which consisted of $150,178 in cash, $72,907 in inventory, $1,093 in prepaid expenses and $172,133 in other current assets. Our total assets were $739,413, which included $293,663 in property and equipment (net), and $49,439 in other assets. Our current liabilities were $1,199,554, including $268,378 in accounts payable and accrued expenses, $617,350 due to related parties, and $232,378 in the current portion of notes payable. Our long-term liabilities were $3,080,461. Our total stockholders deficit at June 30, 2010, was $3,540,602.

Cash Flows from Operating Activities

Cash flows from operating activities include net loss, adjusted for certain non-cash charges, as well changes in the balances of certain assets and liabilities.

Six months ended June 30, 2010 and 2009

Net cash used in operating activities for the six months ended June 30, 2010, was $67,081 as compared to cash provided by operating activities of $67,735 for the six months ended June 30, 2009. The increase in cash used in operating activities over the comparable periods is primarily due to payments made on accounts payable and accrued liabilities and the increase in other assets.

We expect to increase cash provided by operating activities over the next twelve months by executing our business strategy of increasing operational efficiencies, reduce discretionary spending and opening an additional salon. As a result of the recent decision to close the underperforming Bountiful salon location, we anticipate decreasing our net loss which has had a negative impact on cash flows from operating activities. As additional locations are opened, we hope to achieve economies of scale by operating multiple salons with minimal general and administrative staff and expenses.

Cash Flows from Investing Activities

Six months ended June 30, 2010 and 2009

Cash flow used in investing activities for the six months ended June 30, 2010, was $67,397 as compared to cash flow provided by investing activities of $7,886 for the three months ended June 30, 2009. The transition to cash flows used in investing activities is primarily to due to an increase in purchases of equipment for use in the salons and the purchase of long-term investments.

We expect to continue our investing activities, including purchasing both property and equipment for an additional salon location.

We expect to continue our investing activities, including purchasing both property and equipment for the third salon location and making both short and long-term equity investments.

Cash Flows from Financing Activities

Six months ended June 30, 2010 and 2009

Cash flow provided by financing activities for the six months ended June 30, 2010, was $251,000 as compared to cash flow used in financing activities of $89,231 for the six months ended June 30, 2009. The transition to cash flow provided by financing activities over the comparable periods is due to decreases of payments on bank loans in the current period, which decrease was offset by the proceeds from the issuance of preferred stock and the proceeds from the Salt Lake City Corporation loan.

We expect to continue to use cash flow from financing activities in the near term as necessary to expand operations as described in the Business Strategy section above.

We expect to continue to use cash flow from financing activities in the near term as necessary to expand operations as described in the Business Strategy section above.

Other Factors Affecting Liquidity and Capital Resources

We have insufficient current assets to meet our current liabilities due to negative working capital of $803,243 as of June 30, 2010. Historically, we have funded our cash needs from a combination of revenues, carried payables, sales of equity, and debt transactions. Since we are not currently realizing net cash flows from our business, we may need to seek financing to continue our operations. Prospective sources of funding could include shareholder loans, equity sales or loans from other sources though no assurance can be given that such sources would be available or that any commitment of support is forthcoming to date.

We do not intend to pay cash dividends in the foreseeable future.

On June 15, 2010 we executed a ten year lease to open an additional location in Salt Lake City which commitment will require future material capital expenditures.

On October 27, 2008, we adopted The 2008 Benefit Plan of Green Endeavors, Ltd. (the "Plan") pursuant to which the Company may issue stock, or grant options to acquire our Voting Common Stock, par value $0.001 or our Series B Preferred Stock, par value $0.001(the "Stock"), to employees of the Company or its subsidiaries, on the terms and conditions set forth in the Plan ("Benefits"). The Plan is intended to aid the Company in maintaining and developing a management team, attracting qualified officers and employees capable of contributing to the future success of the Company. In addition, at the discretion of the board of directors, Benefits may be granted under this Plan to other individuals, including consultants or advisors, who contribute to the success of the Company or its subsidiaries, provided that bona fide services are rendered and such services are not in connection with the offer or sale of securities in a capital-raising transaction. No Stock may be issued, or options granted under the Plan to consultants, advisors, or other persons who directly or indirectly promote or maintain a market for our securities. The Company had issued 185,000 shares of Voting Common Stock pursuant to the Plan as of June 30, 2010.

We have no contractual commitment with any of our officers or directors.

We expect to purchase property or equipment for an additional salon location. We are currently seeking and analyzing equipment loans and capital leasing options to fund a significant portion of the equipment needed.

We expect to hire in the range of 20 to 30 stylists in the next six months to staff an additional salon location. The operating funds needed to carry out this plan will be generated through equity or debt financing.

Going Concern

Our audit expressed substantial doubt as to our ability to continue as a going concern as a result of reoccurring losses and negative working capital. These conditions raise substantial doubt about our ability to continue as a going concern. Management's plans to address our ability to continue as a going concern and to finance the operating and capital requirements include the following:

- Raise additional funds through equity financing;
- Obtain equipment financing and/or enter into capital leasing agreements;
- Negotiate with creditors and suppliers to grant extensions or defer payments; and
- Seek loans or advances from officers of the Company.

While we are making our best efforts to achieve the above plans, there is no assurance that any such activity will generate funds that will be available for operations.

Impact of Inflation

We compensate some of our salon employees with percentage commissions based on sales they generate. Accordingly, this provides us certain protection against inflationary increases, as payroll expense is a variable cost of sales. In addition, we may increase pricing in our salons to offset any significant increases in wages and cost of services provided. Therefore, we do not believe inflation has had a significant impact on the results of our operations.

Item 5: Legal proceedings

America First Federal Credit Union v Newby Salons, LLC dba Reflections Hair and Image Studio, Anthony W. Newby; Brooke Newby aka Brooke Stevenson; Nexia Holdings, Inc. and Landis Salons, Inc. dba Landis Lifestyle Salon. Litigation was filed in January of 2010 in the Third Judicial District Court in and for Salt Lake County, Salt Lake Department, State of Utah, Civil No. 100901276. The suit has been filed to enforce two loans taken out by Newby Salons, LLC, a subsidiary of Green; the current amount alleged to be due is $40,952. Green has completed its efforts to secure the property under lien to the plaintiff and Landis Salons and Nexia Holdings have been dismissed from the lawsuit. Summary judgment has been granted against Newby Salons and Anthony Newby for the balance due on the notes in the amount of $40,952, plus attorney's fees and costs in the sum of $3,563.

Item 6: Defaults upon senior securities

None.

Item 7: Other information

On June 28, 2010 the Company entered into a Stock Purchase Agreement with Desert Vista Capital, LLC wherein Desert Vista purchased 33,334 shares of the Company's Series B Preferred Stock in exchange for a cash payment of $50,000. The shares were issued out as restricted shares in reliance under Rule 506 of the Securities Act of 1933.

On June 28, 2010 the Company entered into a Stock Purchase Agreement with Lakeview Consulting, LLC wherein Lakeview purchased 33,334 shares of the Company's Series B Preferred Stock in exchange for a cash payment of $50,000. The shares were issued out as restricted shares in reliance under Rule 506 of the Securities Act of 1933.

Item 8: Exhibits

Other Information

June 28, 2010 Stock Purchase Agreement with Desert Vista Capital, LLC for purchase of 33,334 Series B Preferred Stock for a cash payment of $50,000.

June 28, 2010 Stock Purchase Agreement with Lakeview Consulting, LLC for purchase of 33,334 Series B Preferred Stock for a cash payment of $50,000.

Item 9: Certifications.

I, Richard D. Surber, certify that:

1. I have reviewed this disclosure statement for the quarter ended June 30, 2010 of Green Endeavors, Ltd.;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: 08/13/2010

/s/ Richard D. Surber____
Richard D. Surber
President, CEO and Director

I, Richard G. Clegg, certify that:

1. I have reviewed this disclosure statement for the quarter ended June 30, 2010 of Green Endeavors, Ltd.;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: 08/13/2010

/s/ Richard G. Clegg____
Richard G. Clegg
CFO and Director

Other Exhibit

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is entered into this 28th day of June 2010 ("Effective Date") by and between Desert Vista Capital LLC ("Desert Vista"), with a mailing address of 2300 W. Sahara, #800, Las Vegas, NV 89102, and Green Endeavors, Ltd. ("GEL"), a Delaware corporation with principal offices located at 59 West 100 South, Second Floor, Salt Lake City, Utah 84101.

WHEREAS, Desert Vista desires to acquire from GEL Thirty Three Thousand Three Hundred Thirty Four (33,334) shares of the Series B Preferred stock of GEL ("Green Shares");

WHEREAS, GEL desires to receive Fifty Thousand dollars ($50,000) in exchange for the transfer of the Green Shares to Desert Vista;

NOW, THEREFORE with the above being incorporated into and made a part hereof for the mutual consideration set out herein and, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exchange. GEL will transfer Thirty Three Thousand Three Hundred Thirty Four (33,334) shares of the Series B Preferred stock of GEL to Desert Vista and Desert Vista will pay the purchase price of Fifty Thousand dollars ($50,000) to GEL on or before the date ten days after the execution of this Stock Purchase Agreement ("Agreement").;

2. Termination. This Agreement may be terminated at any time prior to the Closing Date:

A. By Desert Vista or GEL:

(1) If there shall be any actual or threatened action or proceeding by or before any court or any other governmental body which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of GEL's Board of Directors or Desert Vista and made in good faith and based upon the advice of legal counsel, makes it inadvisable to proceed with the transactions contemplated by this Agreement; or

(2) If the Closing shall have not occurred prior to July 2, 2010, or such later date as shall have been approved by parties hereto, other than for reasons set forth herein.

B. By Desert Vista:

(1) If GEL shall fail to comply in any material respect with any of its or their covenants or agreements contained in this Agreement or if any of the representation or warranties of GEL contained herein shall be inaccurate in any material respect; or

C. By GEL:

(1) If Desert Vista shall fail to comply in any material respect with any of his covenants or agreements contained in this Agreement or if any of the representation or warranties of Desert Vista contained herein shall be inaccurate in any material respect;

In the event this Agreement is terminated pursuant to this Paragraph, this Agreement shall be of no further force or effect, no obligation, right, or liability shall arise hereunder, and each party shall bear its own costs as well as the legal, accounting, printing, and other costs incurred in connection with negotiation, preparation and execution of the Agreement and the transactions herein contemplated.

3. Representations and Warranties of GEL. GEL hereby represents and warrants that effective this date and the Closing Date, the representations and warranties listed below are true and correct:

A. Corporate Authority. GEL has the full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The Board of Directors of GEL has duly authorized the execution, delivery, and performance of this Agreement.

B. <u>No Conflict With Other Instruments</u>. The execution of this Agreement will not violate or breach any document, instrument, agreement, contract, or commitment material to the business of GEL to which GEL is a party and has been duly authorized by all appropriated and necessary action.

C. <u>Deliverance of Shares</u>. As of the Closing Date, the Green Shares to be delivered to Desert Vista will be and constitute valid and legally issued shares of GEL, fully paid and non-assessable and equivalent in all respects to all other issued and outstanding shares of GEL Series B Preferred stock.

D. <u>No Conflict with Other Instrument</u>. The execution of this agreement will not violate or breach any document, instrument, agreement, contract, or commitment material to GEL.

E. <u>Legal Opinion</u>. GEL will agree to retain counsel, if necessary, to provide an opinion to have the restrictive legend removed from the shares when appropriate based upon the then existing statutes and regulations governing the removal of such restrictive legends.

4. <u>Representations and Warranties of Desert Vista</u>. Desert Vista hereby represents and warrants that, effective this date and the Closing Date, the representations and warranties listed below are true and correct.

A. <u>Legal Authority</u>. Desert Vista has the full legal power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

B. <u>No Conflict With Other Instruments</u>. The execution of this Agreement will not violate or breach any document, instrument, agreement, contract, or commitment material to the business of Desert Vista to which Desert Vista is a party and has been duly authorized by all appropriated and necessary action.

5. <u>Closing</u>. The Closing as herein referred to shall occur upon such date as the parties hereto may mutually agree upon, but is expected to be on or before July 2, 2010.

At closing GEL will deliver the Green Shares to Desert Vista and Desert Vista will deliver to GEL $50,000 in a cash payment.

6. <u>Conditions Precedent of GEL to Effect Closing</u>. All obligations of GEL under this Agreement are subject to fulfillment prior to or as of the Closing Date, of each of the following conditions:

A. The representations and warranties by or on behalf of Desert Vista contained in this Agreement or in any certificate or documents delivered to GEL pursuant to the provisions hereof shall be true in all material respects at end as of the time of Closing as though such representations and warranties were made at and as of such time.

B. Desert Vista shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by him prior to or at the Closing.

C. All instruments and documents delivered to GEL pursuant to the provisions hereof shall be reasonably satisfactory to GEL's legal counsel.

7. <u>Conditions Precedent of Desert Vista to Effect Closing</u>. All obligations of Desert Vista under this Agreement are subject to fulfillment prior to or as of the date of Closing, of each of the following conditions:

A. The representations and warranties by or on behalf of GEL contained in this Agreement or in any certificate or documents delivered to Desert Vista pursuant to the provisions hereof shall be true in all material respects at end as of the time of Closing as though such representations and warranties were made at and as of such time.

B. GEL shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

C. All instruments and documents delivered to Desert Vista pursuant to the provisions hereof shall be reasonably satisfactory to Desert Vista's legal counsel.

8. <u>Damages and Limit of Liability</u>. Each party shall be liable, for any material breach of the representations, warranties, and covenants contained herein which results in a failure to perform any obligation under this Agreement, only to the extent of the expenses incurred in connection with such breach or failure to perform Agreement.

9. Nature and Survival of Representations and Warranties. All representations, warranties and covenants made by any party in this Agreement shall survive the Closing hereunder. All of the parties hereto are executing and carrying out the provisions of this Agreement in reliance solely on the representations, warranties and covenants and agreements contained in this Agreement or at the Closing of the transactions herein provided for and not upon any investigation upon which it might have made or any representations, warranty, agreement, promise, or information, written or oral, made by the other party or any other person other than as specifically set forth herein.

10. Indemnification Procedures. If any claim is made by a party which would give rise to a right of indemnification under this paragraph, the party seeking indemnification (Indemnified Party) will promptly cause notice thereof to be delivered to the party from whom is sought (Indemnifying Party). The Indemnified Party will permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting from the claims. Counsel for the Indemnifying Party which will conduct the defense must be approved by the Indemnified Party (whose approval will not be unreasonable withheld), and the Indemnified Party may participate in such defense at the expense of the Indemnified Party. The indemnifying Party will not in the defense of any such claim or litigation, consent to entry of any judgment or enter into any settlement without the written consent of the Indemnified Party (which consent will not be unreasonably withheld). The Indemnified Party will not, in connection with any such claim or litigation, consent to entry of any judgment or enter into any settlement without the written consent of the Indemnifying Party (which consent will not be unreasonable withheld). The Indemnified Party will cooperate fully with the Indemnifying Party and make available to the Indemnifying Party all pertinent information under its control relating to any such claim or litigation. If the Indemnifying Party refuses or fails to conduct the defense as required in this Section, then the Indemnified Party may conduct such defense at the expense of the Indemnifying Party and the approval of the Indemnifying Party will not be required for any settlement or consent or entry of judgment.

11. Default at Closing.

A. By GEL:

(1) Notwithstanding the provisions hereof, if GEL shall fail or refuse to deliver any of the Green Shares, or shall fail or refuse to consummate the transaction described in this Agreement prior to the Closing Date, such failure or refusal shall constitute a default by GEL and Desert Vista at its option and without prejudice to its rights against such defaulting party, may either (a) invoke any equitable remedies to enforce performance hereunder including, without limitation, an action or suit for specific performance, or (b) terminate all of its obligations hereunder with respect to GEL.

B. By Desert Vista:

(1) Notwithstanding the provisions hereof, if Desert Vista shall fail or refuse to deliver any of the $50,000 purchase price, or shall fail or refuse to consummate the transaction described in this Agreement prior to the Closing Date, such failure or refusal shall constitute a default by Desert Vista and GEL at its option and without prejudice to its rights against such defaulting party, may either (a) invoke any equitable remedies to enforce performance hereunder including, without limitation, an action or suit for specific performance, or (b) terminate all of its obligations hereunder with respect to Desert Vista.

12. Costs and Expenses. Desert Vista and GEL shall bear their own costs and expenses in the proposed exchange and transfer described in this Agreement. Desert Vista and GEL have been represented by their own legal counsel in this transaction, and shall pay the fees of its attorney, except as may be expressly set forth herein to the contrary.

13. Notices. Any notice under this Agreement shall be deemed to have been sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

To GEL: Green Endeavors, ltd.
59 West 100 South, Second Floor
Salt Lake City, UT 84101
Telephone: (801) 575-8073
Telefax: (801) 575-8092
Attn: Richard Surber, President

To Desert Vista: Desert Vista Capital, LLC
2300 W. Sahara, #800
Las Vegas, NV 89102
Telephone: (702) 664-1210
Attn: John Hicks

14. Miscellaneous.

A. Further Assurances. At any time and from time to time, after the effective date, each party will execute such additional instruments and take such as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

B. Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

C. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

D. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Rule 144 Legend. It is understood that the certificates evidencing the shares transferred by GEL will bear substantially the following legends:

> "The securities evidenced hereby have not been registered under the Securities Act of 1933, as amended (the 'Act') nor qualified under the securities laws of any states, and have been issued in reliance upon exemptions from such registration and qualification for nonpublic offerings. Accordingly, the sale, transfer, pledge, hypothecation, or other disposition of any such securities or any interest therein may not be accomplished except pursuant to an effective registration statement under the Act and qualification under applicable State securities laws, or pursuant to an opinion of counsel, satisfactory in form and substance to the Company to the effect that such registration and qualification are not required."

F. Governing Law. This Agreement was negotiated and is being contracted for in the State of Utah, and shall be governed by the laws of the State of Utah, notwithstanding any conflict-of-law provision to the contrary.

G. Binding Effect. This Agreement shall be binding upon the parties hereto and inure to the benefit of the parties their respective heirs, administrators, executors, successors, and assigns.

H. Entire Agreement. The Agreement contains the entire agreement between the parties hereto and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter hereof. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. No representations, warranties covenants, or conditions express or implied, other than is set forth here, have been made by any party.

I. Severability. If any part of this Agreement is deemed to be unenforceable the balance of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Desert Vista Capital, LLC	Green Endeavors, Ltd.
By: /s/ John Hicks	By: /s/ Richard D. Surber
John Hicks, Managing Principal	Richard D. Surber, President

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is entered into this 28th day of June 2010 ("Effective Date") by and between Lakeview Consulting, LLC ("Lakeview"), with a mailing address of 2657 Windmill Parkway, #159, Henderson, NV, 89-74 and Green Endeavors, Ltd. ("GEL"), a Delaware corporation with principal offices located at 59 West 100 South, Second Floor, Salt Lake City, Utah 84101.

WHEREAS, Lakeview desires to acquire from GEL Thirty Three Thousand Three Hundred Thirty Four (33,334) shares of the Series B Preferred stock of GEL ("Green Shares");

WHEREAS, GEL desires to receive Fifty Thousand dollars ($50,000) in exchange for the transfer of the Green Shares to Lakeview;

NOW, THEREFORE with the above being incorporated into and made a part hereof for the mutual consideration set out herein and, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exchange. GEL will transfer Thirty Three Thousand Three Hundred Thirty Four (33,334) shares of the Series B Preferred stock of GEL to Lakeview and Lakeview will pay the purchase price of Fifty Thousand dollars ($50,000) to GEL on or before the date ten days after the execution of this Stock Purchase Agreement ("Agreement").;

2. Termination. This Agreement may be terminated at any time prior to the Closing Date:

A. By Lakeview or GEL:

(1) If there shall be any actual or threatened action or proceeding by or before any court or any other governmental body which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of GEL's Board of Directors or Lakeview and made in good faith and based upon the advice of legal counsel, makes it inadvisable to proceed with the transactions contemplated by this Agreement; or

(2) If the Closing shall have not occurred prior to July 2, 2010, or such later date as shall have been approved by parties hereto, other than for reasons set forth herein.

B. By Lakeview:

(1) If GEL shall fail to comply in any material respect with any of its or their covenants or agreements contained in this Agreement or if any of the representation or warranties of GEL contained herein shall be inaccurate in any material respect; or

C. By GEL:

(1) If Lakeview shall fail to comply in any material respect with any of his covenants or agreements contained in this Agreement or if any of the representation or warranties of Lakeview contained herein shall be inaccurate in any material respect;

In the event this Agreement is terminated pursuant to this Paragraph, this Agreement shall be of no further force or effect, no obligation, right, or liability shall arise hereunder, and each party shall bear its own costs as well as the legal, accounting, printing, and other costs incurred in connection with negotiation, preparation and execution of the Agreement and the transactions herein contemplated.

3. Representations and Warranties of GEL. GEL hereby represents and warrants that effective this date and the Closing Date, the representations and warranties listed below are true and correct:

A. Corporate Authority. GEL has the full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The Board of Directors of GEL has duly authorized the execution, delivery, and performance of this Agreement.

B. No Conflict With Other Instruments. The execution of this Agreement will not violate or breach any document, instrument, agreement, contract, or commitment material to the business of GEL to which GEL is a party and has been duly authorized by all appropriated and necessary action.

C. Deliverance of Shares. As of the Closing Date, the Green Shares to be delivered to Lakeview will be and constitute valid and legally issued shares of GEL, fully paid and non-assessable and equivalent in all respects to all other issued and outstanding shares of GEL Series B Preferred stock.

D. No Conflict with Other Instrument. The execution of this agreement will not violate or breach any document, instrument, agreement, contract, or commitment material to GEL.

E. Legal Opinion. GEL will agree to retain counsel, if necessary, to provide an opinion to have the restrictive legend removed from the shares when appropriate based upon the then existing statutes and regulations governing the removal of such restrictive legends.

4. Representations and Warranties of Lakeview. Lakeview hereby represents and warrants that, effective this date and the Closing Date, the representations and warranties listed below are true and correct.

A. Legal Authority. Lakeview has the full legal power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

C. No Conflict With Other Instruments. The execution of this Agreement will not violate or breach any document, instrument, agreement, contract, or commitment material to the business of Lakeview to which Lakeview is a party and has been duly authorized by all appropriated and necessary action.

5. Closing. The Closing as herein referred to shall occur upon such date as the parties hereto may mutually agree upon, but is expected to be on or before July 2, 2010.

At closing GEL will deliver the Green Shares to Lakeview and Lakeview will deliver to GEL $50,000 in a cash payment.

6. Conditions Precedent of GEL to Effect Closing. All obligations of GEL under this Agreement are subject to fulfillment prior to or as of the Closing Date, of each of the following conditions:

A. The representations and warranties by or on behalf of Lakeview contained in this Agreement or in any certificate or documents delivered to GEL pursuant to the provisions hereof shall be true in all material respects at end as of the time of Closing as though such representations and warranties were made at and as of such time.

B. Lakeview shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by him prior to or at the Closing.

D. All instruments and documents delivered to GEL pursuant to the provisions hereof shall be reasonably satisfactory to GEL's legal counsel.

7. Conditions Precedent of Lakeview to Effect Closing. All obligations of Lakeview under this Agreement are subject to fulfillment prior to or as of the date of Closing, of each of the following conditions:

A. The representations and warranties by or on behalf of GEL contained in this Agreement or in any certificate or documents delivered to Lakeview pursuant to the provisions hereof shall be true in all material respects at end as of the time of Closing as though such representations and warranties were made at and as of such time.

B. GEL shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

C. All instruments and documents delivered to Lakeview pursuant to the provisions hereof shall be reasonably satisfactory to Lakeview's legal counsel.

8. Damages and Limit of Liability. Each party shall be liable, for any material breach of the representations, warranties, and covenants contained herein which results in a failure to perform any obligation under this Agreement, only to the extent of the expenses incurred in connection with such breach or failure to perform Agreement.

9. Nature and Survival of Representations and Warranties. All representations, warranties and covenants made by any party in this Agreement shall survive the Closing hereunder. All of the parties hereto are executing and carrying out the provisions of this Agreement in reliance solely on the representations, warranties and covenants and agreements contained in this Agreement or at the Closing of the transactions herein provided for and not upon any investigation upon which it might have made or any representations,

warranty, agreement, promise, or information, written or oral, made by the other party or any other person other than as specifically set forth herein.

10. Indemnification Procedures. If any claim is made by a party which would give rise to a right of indemnification under this paragraph, the party seeking indemnification (Indemnified Party) will promptly cause notice thereof to be delivered to the party from whom is sought (Indemnifying Party). The Indemnified Party will permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting from the claims. Counsel for the Indemnifying Party which will conduct the defense must be approved by the Indemnified Party (whose approval will not be unreasonable withheld), and the Indemnified Party may participate in such defense at the expense of the Indemnified Party. The indemnifying Party will not in the defense of any such claim or litigation, consent to entry of any judgment or enter into any settlement without the written consent of the Indemnified Party (which consent will not be unreasonably withheld). The Indemnified Party will not, in connection with any such claim or litigation, consent to entry of any judgment or enter into any settlement without the written consent of the Indemnifying Party (which consent will not be unreasonable withheld). The Indemnified Party will cooperate fully with the Indemnifying Party and make available to the Indemnifying Party all pertinent information under its control relating to any such claim or litigation. If the Indemnifying Party refuses or fails to conduct the defense as required in this Section, then the Indemnified Party may conduct such defense at the expense of the Indemnifying Party and the approval of the Indemnifying Party will not be required for any settlement or consent or entry of judgment.

11. Default at Closing.

C. By GEL:

(1) Notwithstanding the provisions hereof, if GEL shall fail or refuse to deliver any of the Green Shares, or shall fail or refuse to consummate the transaction described in this Agreement prior to the Closing Date, such failure or refusal shall constitute a default by GEL and Lakeview at its option and without prejudice to its rights against such defaulting party, may either (a) invoke any equitable remedies to enforce performance hereunder including, without limitation, an action or suit for specific performance, or (b) terminate all of its obligations hereunder with respect to GEL.

D. By Lakeview:

(1) Notwithstanding the provisions hereof, if Lakeview shall fail or refuse to deliver any of the $50,000 purchase price, or shall fail or refuse to consummate the transaction described in this Agreement prior to the Closing Date, such failure or refusal shall constitute a default by Lakeview and GEL at its option and without prejudice to its rights against such defaulting party, may either (a) invoke any equitable remedies to enforce performance hereunder including, without limitation, an action or suit for specific performance, or (b) terminate all of its obligations hereunder with respect to Lakeview.

12. Costs and Expenses. Lakeview and GEL shall bear their own costs and expenses in the proposed exchange and transfer described in this Agreement. Lakeview and GEL have been represented by their own legal counsel in this transaction, and shall pay the fees of its attorney, except as may be expressly set forth herein to the contrary.

13. Notices. Any notice under this Agreement shall be deemed to have been sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

To GEL:	Green Endeavors, ltd. 59 West 100 South, Second Floor Salt Lake City, UT 84101 Telephone: (801) 575-8073 Telefax: (801) 575-8092 Attn: Richard Surber, President	To Lakeview:	Lakeview Consulting, LLC 2657 Windmill Parkway #159 Henderson, NV 89074 Telephone: (805) 729-2024 Attn: John Hicks

14. Miscellaneous.

A. Further Assurances. At any time and from time to time, after the effective date, each party will execute such additional instruments and take such as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

B. Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

C. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

D. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Rule 144 Legend. It is understood that the certificates evidencing the shares transferred by GEL will bear substantially the following legends:

> "The securities evidenced hereby have not been registered under the Securities Act of 1933, as amended (the 'Act') nor qualified under the securities laws of any states, and have been issued in reliance upon exemptions from such registration and qualification for nonpublic offerings. Accordingly, the sale, transfer, pledge, hypothecation, or other disposition of any such securities or any interest therein may not be accomplished except pursuant to an effective registration statement under the Act and qualification under applicable State securities laws, or pursuant to an opinion of counsel, satisfactory in form and substance to the Company to the effect that such registration and qualification are not required."

F. Governing Law. This Agreement was negotiated and is being contracted for in the State of Utah, and shall be governed by the laws of the State of Utah, notwithstanding any conflict-of-law provision to the contrary.

G. Binding Effect. This Agreement shall be binding upon the parties hereto and inure to the benefit of the parties their respective heirs, administrators, executors, successors, and assigns.

H. Entire Agreement. The Agreement contains the entire agreement between the parties hereto and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter hereof. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. No representations, warranties covenants, or conditions express or implied, other than is set forth here, have been made by any party.

I. Severability. If any part of this Agreement is deemed to be unenforceable the balance of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Lakeview Consulting, LLC

By: /s/ John Hicks
John Hicks, Managing Principal

Green Endeavors, Ltd.

By: /s/ Richard D. Surber
Richard D. Surber, President