# CLEAN VISION CORP

## FORM 10-Q
(Quarterly Report)

Filed 05/15/25 for the Period Ending 03/31/25

| | |
|---|---|
| Address | 2711 N. SEPULVEDA BLVD<br>MANHATTAN BEACH, CA, 90266 |
| Telephone | 424-835-1845 |
| CIK | 0001391426 |
| Symbol | CLNV |
| SIC Code | 2860 - Industrial Organic Chemicals |
| Industry | Renewable Energy Equipment & Services |
| Sector | Energy |
| Fiscal Year | 12/31 |

**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

**FORM 10-Q**

☒ QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **MARCH 31, 2025**

☐ TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: **024-11501**

**CLEAN VISION CORPORATION**
(Exact name of registrant as specified in its charter)

| **Nevada** | **85-1449444** |
|---|---|
| (State or other jurisdiction of incorporation or organization) | (IRS Employer Identification No.) |
| 2006 N. Sepulveda Blvd. #1051<br>Manhattan Beach, CA | 90266 |
| (Address of principal executive offices) | (Zip Code) |

(424) 835-1845
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| N/A | N/A | N/A |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

| | | | |
|---|---|---|---|
| Large accelerated filer | ☐ | Accelerated filer | ☐ |
| Non-accelerated filer | ☒ | Smaller reporting company | ☒ |

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of May 15, 2025, there were 998,802,518 shares of the issuer's common stock issued and outstanding.

**CLEAN VISION CORPORATION**

**FORM 10-Q**

**For the Quarterly Period Ended March 31, 2025**

**INDEX**

## PART I - FINANCIAL INFORMATION

**Item 1. Financial Statements**

## INDEX TO FINANCIAL STATEMENTS

**CLEAN VISION CORPORATION AND SUBSIDIARIES**
**CONSOLIDATED BALANCE SHEETS**

| | March 31, 2025 (Unaudited) | December 31, 2024 (Audited) |
|---|---|---|
| **ASSETS** | | |
| Current Assets: | | |
| Cash | $ 1,175,644 | $ 885,835 |
| Restricted cash | 629,177 | 416,597 |
| Prepaids and other assets | 4,159,210 | 1,957,045 |
| Accounts receivable | 9,238 | 37,624 |
| Loan receivable | 70,000 | 70,000 |
| Right of use asset | 1,765,620 | 45,467 |
| Trading securities | 5,304 | 5,048 |
| Total Current Assets | 7,814,193 | 3,417,646 |
| Property and equipment | 5,030,290 | 4,794,646 |
| Goodwill | 4,854,622 | 4,854,622 |
| Total Assets | $ 17,699,105 | $ 13,066,884 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)** | | |
| Current Liabilities: | | |
| Cash overdraft | $ 446,698 | $ 409,587 |
| Accounts payable | 1,249,419 | 1,042,892 |
| Accrued compensation | 599,192 | 595,719 |
| Accrued expenses | 2,476,420 | 2,282,488 |
| Accrued interest – related party | 789 | |
| Convertible note payable, net discount of $13,432 and $205,675, respectively | 6,140,725 | 6,044,125 |
| Derivative liability | 3,741,967 | 2,067,621 |
| Settlement liability | — | 145,967 |
| Loans payable | 845,601 | 784,600 |
| Related party payables | 771,671 | 693,495 |
| Loans payables – related parties | 4,650,000 | 4,300,000 |
| Lease liabilities - current portion | 109,608 | 11,814 |
| Liabilities of discontinued operations | 67,093 | 67,093 |
| Total current liabilities | 21,099,183 | 18,445,401 |
| Economic incentive (Note 12) | 1,750,000 | 1,750,000 |
| Commercial loan, net of discount of $197,836 and $260,311, respectively | 8,052,164 | 4,739,689 |
| Lease liabilities - net of current portion | 1,692,207 | 31,353 |
| Total Liabilities | 32,593,554 | 24,966,443 |
| Commitments and contingencies | — | — |
| Stockholders' Deficit: | | |
| Preferred stock, $0.001 par value, 4,000,000 shares authorized; no shares issued and outstanding | — | — |
| Series A Preferred stock, $0.001 par value, 2,000,000 shares authorized; no shares issued and outstanding | — | — |
| Series B Preferred stock, $0.001 par value, 2,000,000 shares authorized; 0 and 2,000,000 shares issued and outstanding, respectively | — | — |
| Series C Preferred stock, $0.001 par value, 2,000,000 shares authorized; 2,000,000 shares issued and outstanding | 2,000 | 2,000 |
| Common stock, $0.001 par value, 2,000,000,000 shares authorized, 973,774,482 and 807,605,591 shares issued and outstanding, respectively | 973,775 | 807,606 |
| Common stock to be issued | — | 2,412,054 |
| Additional paid-in capital | 34,987,523 | 32,419,818 |
| Accumulated other comprehensive loss | (1,780) | 20,113 |
| Accumulated deficit | (52,068,776) | (48,835,095) |
| Non-controlling interest | 1,212,809 | 1,273,945 |
| Total stockholders' deficit | (14,894,449) | (11,899,559) |
| Total liabilities and stockholders' deficit | $ 17,699,105 | $ 13,066,884 |

*The accompanying notes are an integral part of these unaudited consolidated financial statements.*

**CLEAN VISION CORPORATION AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS**
**(Unaudited)**

| | For the Three Months Ended March 31, | |
|---|---|---|
| | 2025 | 2024 |
| Revenue | $ 10,525 | $ 49,692 |
| Cost of revenue | 1,944 | 2,985 |
| Gross margin | 8,581 | 52,677 |
| Operating Expenses: | | |
| Consulting | 243,097 | 384,732 |
| Advertising and promotion | 68,195 | 30,672 |
| Development expense | 2,420 | 28,515 |
| Professional fees | 87,791 | 271,091 |
| Payroll expense | 406,742 | 301,546 |
| Director fees | 13,500 | 13,500 |
| General and administration expenses | 212,721 | 338,955 |
| Total operating expense | 1,034,446 | 1,369,011 |
| Loss from Operations | (1,025,885) | (1,316,334) |
| Other income (expense): | | |
| Interest expense | (632,397) | (1,475,355) |
| Change in fair value of derivative | (1,732,057) | 625,857 |
| Loss on debt issuance | | (252,376) |
| Loss on conversion of debt | (12,054) | |
| Gain on extinguishment of debt | 145,967 | 196,430 |
| Other income (expense), net | 966 | (475) |
| Penalty expense on convertible debt | (39,357) | — |
| Total other expense | (2,268,932) | (905,919) |
| Net loss before provision for income tax | (3,294,817) | (2,222,253) |
| Provision for income tax expense | — | — |
| Net loss | $ (3,294,817) | $ (2,222,253) |
| Net loss attributed to non-controlling interest | 61,136 | 53,596 |
| Net loss attributed to Clean Vision Corporation | (3,233,681) | (2,168,657) |
| Other comprehensive income (loss): | | |
| Foreign currency translation adjustment | (21,893) | (2,168) |
| Comprehensive loss | $ (3,255,574) | $ (2,170,825) |
| Loss per share - basic and diluted | $ (0.00) | $ (0.00) |
| Weighted average shares outstanding - basic and diluted | 898,023,178 | 690,746,468 |

*The accompanying notes are an integral part of these unaudited consolidated financial statements.*

**CLEAN VISION CORPORATION**
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)**
**For the Three Months Ended March 31, 2025 and 2024**
**(Unaudited)**

| | Series C Preferred Stock | | Common Stock | | Additional paid | Common Stock To be | Accumulated Other Comprehensive | Minority | Accumulated | Total Stockholders' |
|---|---|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | Shares | Amount | In Capital | Issued | Loss | Interest | Deficit | Deficit |
| Balance, December 31, 2024 | 2,000,000 | $ 2,000 | 807,605,591 | $807,606 | $32,419,818 | $ 2,412,054 | $ 20,113 | $1,273,945 | $(48,835,095) | $(11,899,559) |
| Stock issued for services | — | — | 74,792,552 | 74,793 | 1,235,329 | (1,207,122) | — | — | — | 103,000 |
| Stock issued for services – related parties | — | — | 50,000,000 | 50,000 | 800,000 | (850,000) | — | — | — | — |
| Stock issued for debt commitments | — | — | 11,500,000 | 11,500 | 187,432 | (198,932) | — | — | — | — |
| Stock issued for debt | — | — | 29,876,339 | 29,876 | 344,944 | (156,000) | — | — | — | 218,821 |
| Net loss | — | — | — | — | — | — | (21,893) | (61,136) | (3,233,681) | (3,316,710) |
| Balance, March 31, 2025 | 2,000,000 | $ 2,000 | 973,774,482 | $973,775 | $34,987,523 | $ — | $ (1,780) | $1,212,809 | $(52,068,776)) | $(14,894,449) |

| | Series C Preferred Stock | | Common Stock | | Additional paid | Common Stock To be | Accumulated Other Comprehensive | Minority | Accumulated | Total Stockholders' |
|---|---|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | Shares | Amount | In Capital | Issued | Loss | Interest | Deficit | Deficit |
| Balance, December 31, 2023 | 2,000,000 | $ 2,000 | 682,463,425 | $682,464 | $28,238,505 | $217,775 | $ 2,171 | $1,452,916 | $(34,831,900) | $ (4,236,069) |
| Stock issued for services | — | — | 455,840 | 456 | 15,544 | 261,772 | — | — | — | 277,772 |
| Stock issued for debt commitments | — | — | 5,600,000 | 5,600 | 196,560 | — | — | — | — | 202,160 |
| Stock issued for cash | — | — | 5,000,000 | 5,000 | 95,000 | — | — | — | — | 100,000 |
| Stock issued for warrant exercise | — | — | 2,181,818 | 2,182 | (2,182) | — | — | — | — | — |
| Debt issuance cost – warrants issued | — | — | — | — | 575,690 | — | — | — | — | 575,690 |
| Net loss | — | — | — | — | — | — | (2,168) | (53,596) | (2,168,657) | (2,202,490) |
| Balance, March 31, 2024 | 2,000,000 | $ 2,000 | 695,701,083 | $695,702 | $29,119,117 | $479,547 | $ 3 | $1,399,320 | $(37,000,557) | $ (5,304,868) |

*The accompanying notes are an integral part of these unaudited consolidated financial statements.*

**CLEAN VISION CORPORATION AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(Unaudited)**

| | For the Three Months Ended March 31, | |
|---|---|---|
| | 2025 | 2024 |
| Cash Flows from Operating Activities: | | |
| Net loss | $ (3,294,817) | $ (2,222,253) |
| Adjustments to reconcile net loss to net cash used by operating activities: | | |
| Stock issued for services | 103,000 | 277,772 |
| Debt discount amortization | 254,718 | 1,322,527 |
| Loss on issuance of debt | — | 252,376 |
| Change in fair value of derivative | 1,732,057 | (625,857) |
| Loss on conversion of debt | 12,054 | — |
| Gain on extinguishment of debt | — | (196,430) |
| Gain on settlement liability | (145,967) | — |
| Penalty expense on convertible debt | 39,357 | — |
| Operating lease expense | 38,495 | — |
| Depreciation expense | 48,259 | 57,581 |
| Changes in operating assets and liabilities: | | |
| Prepaids and other assets | (2,202,165) | (279,041) |
| Accounts receivable | 28,386 | 8,010 |
| Accounts payable | 220,582 | 131,475 |
| Accruals | 193,932 | 81,498 |
| Related-party payables - short-term | 78,176 | 156,696 |
| Accrued interest – relate party | 789 | |
| Accrued compensation | 3,473 | 46,917 |
| Net cash used by operating activities | (2,889,671) | (988,729) |
| | | |
| Cash Flows from Investing Activities: | | |
| Trading securities | (256) | — |
| Purchase of property and equipment | (283,903) | (142,195) |
| Net cash used by investing activities | (284,159) | (142,195) |
| | | |
| Cash Flows from Financing Activities: | | |
| Cash overdraft | 37,111 | 13,865 |
| Proceeds from convertible notes payable | — | 1,176,500 |
| Payments-convertible notes payable | — | (314,285) |
| Proceeds from the sale of common stock | — | 100,000 |
| Proceeds from notes payable - related party | 350,000 | — |
| Proceeds from notes payable | 61,001 | 83,318 |
| Proceeds from commercial loan | 3,250,000 | — |
| Net cash provided by financing activities | 3,698,112 | 1,059,398 |
| | | |
| Net change in cash | 524,282 | (71,526) |
| Effects of currency translation | (21,893) | (2,168) |
| Cash at beginning of period | 1,302,432 | 339,921 |
| Cash at end of period | $ 1,804,821 | 266,227 |
| | | |
| Supplemental schedule of cash flow information: | | |
| Interest paid | $ — | $ — |
| Income taxes | $ — | $ — |
| Supplemental non-cash disclosure: | | |
| Common stock issued for conversion of debt | $ 244,055 | $ — |
| Warrants issued with notes payable | $ — | $ 575,690 |

*The accompanying notes are an integral part of these unaudited consolidated financial statements.*

**CLEAN VISION CORPORATION AND SUBSIDIARIES**
**Notes to Consolidated Financial Statements**
**March 31, 2025**
**(Unaudited)**

## NOTE 1 — ORGANIZATION AND NATURE OF BUSINESS

Clean Vision Corporation ("Clean Vision," "we," "us," or the "Company") is a new entrant in the clean energy and waste-to-energy industries focused on clean technology and sustainability opportunities. Currently, we are focused on providing a solution to the plastic and tire waste problem by recycling the waste and converting it into saleable byproducts, such as hydrogen and other clean-burning fuels that can be used to generate clean energy. Using a technology known as pyrolysis, which heats the feedstock (*i.e.*, plastic) at high temperatures in the absence of oxygen so that the material does not burn, we are able to turn the feedstock into (i) low sulfur fuel, (ii) clean hydrogen and (iii) carbon black or char (char is created when plastic is used as feedstock). Our goal is to generate revenue from three sources: (i) service revenue from the recycling services we provide (ii) revenue generated from the sale of the byproducts; and (iii) revenue generated from the sale of fuel cell equipment. Our mission is to aid in solving the problem of cost-effectively upcycling the vast amount of waste plastic generated on land before it flows into the world's oceans.

All operations are currently being conducted through Clean-Seas, Inc. ("Clean-Seas"), our wholly-owned subsidiary. Clean-Seas acquired its first pyrolysis unit in November 2021 for use in a pilot project in India, which began operations in early May 2022. On April 23, 2023, Clean-Seas completed its acquisition of a fifty-one percent (51%) interest in Ecosynergie S.A.R.L., a limited liability company organized under the laws of Morocco ("Ecosynergie" or "Clean-Seas Morocco"). Clean-Seas Morocco began operations at its pyrolysis facility in Agadir, Morocco in April 2023, which currently has capacity to convert 20 tons per day ("TPD") of waste plastic through pyrolysis.

We believe that our current projects will showcase our ability to convert waste plastic (using pyrolysis), to generate three byproducts: (i) low sulfur fuel, (ii) clean hydrogen (specifically, the Company's branded clean hydrogen, AquaH®, which trademark was issued by the USPTO on November 8, 2023 and published on November 28, 2023our branded), and (iii) char. We intend to sell the majority of these byproducts, while retaining a small amount of the low sulfur fuels and/or hydrogen to power our facilities and equipment. To date, our operations in India have not generated any revenue.

Clean-Seas India Private Limited was incorporated on November 17, 2021, as a wholly owned subsidiary of Clean-Seas.

Clean-Seas, Abu Dhabi PVT. LTD was incorporated in Abu Dhabi on December 9, 2021 as a wholly owned subsidiary of the Company. On January 19, 2022, the Company changed the name of its wholly owned subsidiary, Clean-Seas, Abu Dhabi PVT. LTD, to Clean-Seas Group; however, as of July 4, 2022, the Clean-Seas Group had ceased operations.

Endless Energy, Inc. ("Endless Energy") was incorporated in Nevada on December 10, 2021, as a wholly owned subsidiary of the Company, for the purpose of investing in wind and solar energy projects but does not currently have any operations.

EcoCell, Inc. ("EcoCell") was incorporated on March 4, 2022, as a wholly owned subsidiary of the Company. EcoCell does not currently have any operations, but we intend to use EcoCell for the purpose of licensing fuel cell patented technology in the future.

Clean-Seas Arizona, Inc. ("Clean-Seas Arizona") was incorporated in Arizona on September 19, 2022, as a wholly owned subsidiary of Clean-Seas. Pursuant to that certain Memorandum of Understanding signed on November 4, 2022, Arizona State University (ASU) and the Rob and Melani Walton Sustainability Solution Services (WS3), the parties intend for Clean-Seas Arizona to establish a plastic feedstock to clean hydrogen conversion facility to be located in Phoenix, Arizona. In furtherance of these goals, and pursuant to a Services Agreement (the "Arizona Services Agreement") signed on June 12, 2023 with ASU and WS3, this facility is currently intended to source and convert plastic feedstock from the Phoenix area and import plastic from California. Pursuant to the Arizona Services Agreement, the Arizona facility is expected to begin processing plastic feedstock in Q4 2025 at 100 TPD and scale up to a maximum of 500 TPD at full capacity. Additionally, we are exploring plans for this facility to be powered by renewable energy, which, if successful, would become the first completely off grid pyrolysis conversion facility in the world.

Clean-Seas West Virginia, Inc. ("Clean-Seas West Virginia"), formed on April 1, 2023, is our first PCN facility slated for the United States and is currently expected to be operational in the third quarter of 2025. This facility is located in the city of Belle, outside of Charleston, the capital of West Virginia, and is expected to begin operations converting 50 TPD of plastic feedstock. The Company expects to expand to greater than 500 TPD within three years of beginning operations. Clean-Seas has engaged MacVallee, LLC ("MacVallee") to secure mixed plastic feedstock from material recovery facilities and industrial suppliers.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Basis of Presentation*

The Company's unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"), and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") and reflect all adjustments, consisting of normal recurring adjustments, which management believes are necessary to fairly present the financial position, results of operations and cash flows of the Company as of and for the three month period ending March 31, 2025 and not necessarily indicative of the results to be expected for the full year ending December 31, 2025. These unaudited consolidated financial statements should be read in conjunction with the financial statements and related notes included in the Company's financial statements for the year ended December 31, 2024.

*Use of Estimates*

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

*Concentrations of Credit Risk*

We maintain our cash in bank deposit accounts, the balances of which at times may exceed federally insured limits. We continually monitor our banking relationships and consequently have not experienced any losses in our accounts. At times, such deposits may be in excess of the Federal Deposit Insurance Corporation insurable amount ("FDIC"). As of March 31, 2025, the Company had cash in excess of the FDIC's $250,000 coverage limit of $1,455,634, in total for several accounts at one bank, in excess of the FDIC's coverage limit.

*Cash Equivalents*

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. There were no cash equivalents for the periods ended March 31, 2025 and December 31, 2024.

*Restricted Cash*

As of March 31, 2025 and December 31, 2024, the Company has $629,177 and $416,597, respectively, of restricted cash. The restricted cash is for UPS Industrial Services to ensure that there is three months in advance of construction capital available.

*Principles of Consolidation*

The accompanying unaudited consolidated financial statements for the period ended March 31, 2025, include the accounts of the Company and its wholly owned subsidiaries, Clean-Seas, Clean-Seas India Private Limited, Clean-Seas Group, Endless Energy, Inc., EcoCell, Inc., Clean-Seas Arizona, Inc., Clean-Seas West Virginia, and our 51% owned subsidiary, Clean-Seas Morocco, LLC. As of March 31, 2025, there was no activity in Clean-Seas Group, Endless Energy or Clean-Seas Arizona. All intercompany transactions are eliminated in consolidation.

*Translation Adjustment*

The accounts of the Company's subsidiary, Clean-Seas India, are maintained in Rupees and the accounts of Clean-Seas Morocco in Moroccan dirham. In accordance with *ASC 830-30 – Foreign Currency Matters*, all assets and liabilities were translated at the current exchange rate at respective balance sheets dates, members' capital are translated at the historical rates and income statement items are translated at the average exchange rate for the period. The resulting translation adjustments are reported under other comprehensive income in accordance with the Comprehensive Income Topic of the Codification (ASC 220), as a component of members' capital. Transaction gains and losses are reflected in the income statement.

*Comprehensive Income*

The Company uses SFAS 130 "Reporting Comprehensive Income" (ASC Topic 220). Comprehensive income is comprised of net loss and all changes to the consolidated statements of stockholders' equity, except changes in paid-in capital and distributions to shareholders. Comprehensive loss is inclusive of net loss and foreign currency translation adjustments.

*Basic and Diluted Earnings Per Share*

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. The weighted average number of common shares outstanding and potentially outstanding common shares assumes that the Company incorporated as of the beginning of the first period presented. As of March 31, 2025 and 2024, the Company's diluted loss per share is the same as the basic loss per share, as the inclusion of any potential shares would have had an anti-dilutive effect due to the Company generating a loss.

| | March 31, 2025 | March 31, 2024 |
|---|---|---|
| Common shares | 898,023,178 | 690,746,468 |
| Net loss | $ (3,233,681) | $ (2,168,657) |
| Basic and diluted loss per share | $ (0.00) | $ (0.00) |
| | | |
| Shares from convertible debt | 457,020,012 | 131,000,000 |
| Shares from warrants | 271,722,830 | 296,128,059 |
| Series B preferred stock | — | — |
| Series C preferred stock | 20,000,000 | 20,000,000 |
| Total Diluted Shares | 1,646,766,020 | 1,400,801,022 |

*Stock-Based Compensation*

The Company accounts for stock-based compensation using the provisions of ASC Topic 718, *Stock Compensation*, which requires the recognition of the fair value of stock-based compensation. Stock-based compensation is estimated at the grant date based on the fair value of the awards. The Company accounts for forfeitures of grants as they occur. Compensation cost for awards is recognized using the straight-line method over the vesting period. Stock-based compensation is included in officer compensation, general and administrative and consulting expense, as applicable, in the consolidated statements of operations and comprehensive loss.

*Goodwill*

The Company accounts for business combinations under the acquisition method of accounting in accordance with Accounting Standards Codification ("ASC") 805, *Business Combinations*, where the total purchase price is allocated to the tangible and identified intangible assets acquired and liabilities assumed based on their estimated fair values. The purchase price is allocated using the information currently available, and may be adjusted, up to one year from acquisition date, after obtaining more information regarding, among other things, asset valuations, liabilities assumed and revisions to preliminary estimates. The purchase price in excess of the fair value of the tangible and identified intangible assets acquired less liabilities assumed is recognized as goodwill.

In accordance with ASU 2017-04, *Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment,* the Company will test for indefinite-lived intangibles and goodwill impairment in the fourth quarter of each year and whenever events or circumstances indicate that the carrying amount of the asset exceeds its fair value and may not be recoverable.

*Derivative Financial Instruments*

The Company evaluates its convertible notes to determine if such instruments have derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company uses a weighted-average Black-Scholes-Merton option pricing model to value the derivative instruments at inception and on subsequent valuation dates. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period.

*Fair Value of Financial Instruments*

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP) and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

Level 1: Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2: Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3: Pricing inputs that are generally unobservable inputs and not corroborated by market data.

The carrying amount of the Company's financial assets and liabilities, such as cash, prepaid expenses and accrued expenses approximate their fair value because of the short maturity of those instruments. The Company's notes payable represents the fair value of such instruments as the notes bear interest rates that are consistent with current market rates.

The following table classifies the Company's liabilities measured at fair value on a recurring basis into the fair value hierarchy as of:

**March 31, 2025**

| Description | Level 1 | Level 2 | Level 3 |
|---|---|---|---|
| Derivative | $ — | $ — | $ 3,741,967 |
| Total | $ — | $ — | $ 3,741,967 |

**December 31, 2024**

| Description | Level 1 | Level 2 | Level 3 |
|---|---|---|---|
| Derivative | $ — | $ — | $ 2,067,621 |
| Total | $ — | $ — | $ 2,067,621 |

*Revenue Recognition*

The Company recognizes revenue under ASC 606, "Revenue from Contracts with Customers" ("ASC 606"). The Company determines revenue recognition under ASC 606 through the following steps:

- Identification of a contract with a customer;
- Identification of the performance obligations in the contract;

- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as the performance obligations are satisfied.

Revenue is recognized when control of the promised goods or services is transferred to customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. Shipping and handling activities associated with outbound freight after control over a product has transferred to a customer are accounted for as a fulfillment activity and recognized as revenue at the point in time at which control of the goods transfers to the customer. As a practical expedient, the Company does not adjust the transaction price for the effects of a significant financing component if, at contract inception, the period between customer payment and the transfer of goods or services is expected to be one year or less.

Our business model is focused on generating revenue from the following sources:

*(i) Service revenue from the recycling services we provide*. We plan to establish plastic feedstock agreements with a number of feedstock suppliers for the delivery of plastic to our facilities. Much of this plastic is currently a cost center for such feedstock suppliers, who pay "tipping fees" to landfills or incinerators. We will accept this plastic feedstock at reduced price or for no tipping fees. In some cases, feedstock suppliers will also share in revenue on products produced from their feedstock. This revenue will be realized and recognized upon receipt of feedstock at one of our facilities.

*(ii) Revenue generated from the sale of commodities*. We will produce commodities including, but not limited to, pyrolysis oil, fuel oil, lubricants, synthetic gas, hydrogen, and carbon char. We are in negotiation with chemical and oil companies for purchasing, or off-taking, fuels and oils we produce, and exploring applications for carbon char. This revenue will be recognized upon shipment of products from one of our facilities and in some cases off-takers may pre-pay for a contractual obligation to buy our commodities.

*(iii) Revenue generated from the sale of environmental credits*. Our products are eligible for numerous environmental credits, including but not limited to carbon credits, plastic credits, and biodiversity credits. These credits may be monetized directly on the relevant markets or may be realized as value-add to off-takers, who will pay a premium for eligible products. Revenue from these credits will be recognized upon sale of applicable environmental credits on recognized markets, and/or upon sale of commodities to off-takers when that off-take includes an environmental credit premium.

(iv) *Revenue generated from royalties and/or the sale of equipment*. We expect to develop or acquire intellectual property which could generate revenue through royalties and/or sales of manufactured equipment. Revenue may be recognized upon the terms of a contracted sale agreement.

For the period ended March 31, 2025, our operations in Morocco had generated approximately $10,500 in revenue from the sale of commodities (the provision of pyrolysis services and its sale of byproducts). As of March 31, 2025, we did not generate revenue from any other sources.

For the period ended March 31, 2024, our operations in Morocco had generated approximately $50,000 in revenue. During the period, 93% of revenue was from one party. As of March 31, 2024, we did not generate revenue from any other sources.

*Trade Accounts Receivable*

Trade accounts receivable are amounts due from customers under normal trade terms. After assessing the creditworthiness of our customers and considering our historical experience, anticipated future operations, and prevailing economic conditions, we have determined that the application of the current expected credit loss (CECL) methodology would be immaterial to our financial statements. Consequently, no allowance for credit losses has been recorded as of the year-end. The absence of a recorded allowance for credit losses reflects our judgment that potential credit losses on outstanding receivables are negligible. As of March 31, 2025, approximately 51% of accounts receivable is due from one customer. As of December 31, 2024, approximately 51.8% of accounts receivable is due from one customer. As of December 31, 2023, approximately 77% of accounts receivable is due from one customer.

*Inventory*

Inventory consists of plastic bottles that are acquired at no cost to us and are held for use in our pyrolysis process, which converts these materials into pyrolysis oil, carbon char, and other commodities. In accordance with U.S. Generally Accepted Accounting Principles (GAAP), these bottles are recorded at the lower of cost or market. Since the acquisition cost of the bottles is zero, and there is no significant alternative market value attributable to these materials before conversion, the carrying value of this inventory is recorded at $0 on our consolidated balance sheets.

The absence of a recorded cost for the plastic bottles does not reflect their importance to our production process or potential value of the end products. This accounting treatment is specific to the characteristics of the materials used and does not imply any underlying concerns about the viability or value of the final products produced through our pyrolysis process.

*Leases*

The Company determines whether an arrangement contains a lease at the inception of the arrangement. If a lease is determined to exist, the term of such lease is assessed based on the date on which the underlying asset is made available for the Company's use by the lessor. The Company's assessment of the lease term reflects the non-cancelable term of the lease, inclusive of any rent-free periods and/or periods covered by early-termination options which the Company is reasonably certain of not exercising, as well as periods covered by renewal options which the Company is reasonably certain of exercising. The Company also determines lease classification as either operating or finance at lease commencement, which governs the pattern of expense recognition and the presentation reflected in the consolidated statements of operations over the lease term.

For leases with a term exceeding 12 months, an operating lease liability is recorded on the Company's consolidated balance sheet at lease commencement reflecting the present value of its fixed minimum payment obligations over the lease term. A corresponding operating lease right-of-use asset equal to the initial lease liability is also recorded, adjusted for any prepaid rent and/or initial direct costs incurred in connection with execution of the lease and reduced by any lease incentives received. For purposes of measuring the present value of its fixed payment obligations for a given lease, the Company uses its incremental borrowing rate, determined based on information available at lease commencement, as rates implicit in its leasing arrangements are typically not readily determinable. The Company's incremental borrowing rate reflects the rate it would pay to borrow on a secured basis and incorporates the term and economic environment of the associated lease.

For the Company's operating leases, fixed lease payments are recognized as lease expense on a straight-line basis over the lease term. For leases with a term of 12 months or less, lease payments are recognized as paid and are not recognized on the Company's consolidated balance sheet as an accounting policy election.

*Operating Segments*

Operating segments are defined as components of an entity for which discrete financial information is available that is regularly reviewed by the Chief Operating Decision Maker ("CODM"), or decision maker group, in deciding how to allocate resources to an individual segment and in assessing performance. Our chief operating decision–making group is composed of the Chief Executive Officer. The Company has one operating segment generating revenue as of March 31, 2025 and 2024.

*Recently Issued Accounting Pronouncements*

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280) - Improvements to Reportable Segment Disclosures, which requires disclosure of incremental segment information on an annual and interim basis, primarily disclosure of significant segment expense categories and amounts for each reportable segment. The new standard is effective for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The Company adopted ASU 2023-07 in the annual financial statements for the year ended December 31, 2024, and for interim periods beginning in 2025. The Company adopted this ASU, effective for the year ended December 31, 2024. The adoption had no impact on the Company's financial statements.

The Company has implemented all new applicable accounting pronouncements that are in effect. These pronouncements did not have any material impact on the financial statements unless otherwise disclosed, and the Company does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

**NOTE 3 — GOING CONCERN**

The accompanying unaudited consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has not yet established a source of revenue sufficient to cover its operating costs, had an accumulated deficit of $52,068,776 at March 31, 2025, and had a net loss of $3,294,817 for the three months ended March 31, 2025. The Company's ability to raise additional capital through the future issuances of common stock and/or debt financing is unknown. The obtainment of additional financing, the successful development of the Company's contemplated plan of operations, and its transition, ultimately, to the attainment of profitable operations are necessary for the Company to continue operations. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern. The unaudited consolidated financial statements of the Company do not include any adjustments that may result from the outcome of these aforementioned uncertainties.

Management plans to continue to implement its business plan and to fund operations by raising additional capital through the issuance of debt and equity securities. The Company's existence is dependent upon management's ability to implement its business plan and/or obtain additional funding. There can be no assurance that the Company's financing efforts will result in profitable operations or the resolution of the Company's liquidity problems. Even if the Company is able to obtain additional financing, it may include undue restrictions on our operations in the case of debt or cause substantial dilution for our stockholders in the case of equity financing.

**NOTE 4 — PROPERTY & EQUIPMENT**

Property and equipment are recorded at cost. The Company capitalizes purchases of property and equipment over $5,000. Depreciation is computed using the straight-line method over the estimated useful lives of the various classes of assets as follows between three and ten years.

Long lived assets, including property and equipment, to be held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. Impairment losses are recognized if expected future cash flows of the related assets are less than their carrying values. Measurement of an impairment loss is based on the fair value of the asset. Long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell.

Maintenance and repair expenses, as incurred, are charged to expense. Betterments and renewals are capitalized in plant and equipment accounts. Cost and accumulated depreciation applicable to items replaced or retired are eliminated from the related accounts with any gain or loss on the disposition included as income.

Clean-Seas has purchased a pyrolysis unit for piloting and demonstration purposes which has been commissioned in Hyderabad, India as of May 2022. The unit will be used to showcase the Company's technology and services, turning waste plastic into environmentally friendly commodities, to potential customers.

Property, plant, and equipment at our Clean-Seas Morocco facility comprise equipment, buildings and fixtures, automobiles, furniture, and land. Upon acquisition, buildings and land were recorded at their estimated fair value, determined through a valuation conducted in 2018. Subsequently, these assets have been adjusted annually to reflect an approximate 5% increase in fair value, consistent with local real estate market trends. Depreciation for equipment, buildings, automobiles, and furniture is computed using the straight-line method over estimated useful lives of 5 to 10 years.

Property and equipment stated at cost, less accumulated depreciation consisted of the following:

| | March 31, 2025 | December 31, 2024 |
|---|---|---|
| Pyrolysis unit | $ 151,672 | $ 151,672 |
| Equipment | 608,077 | 596,631 |
| Buildings and fixtures | 552,254 | 496,382 |
| Land | 3,887,100 | 3,865,315 |
| Office furniture | 1,624 | 1,484 |
| Leasehold improvements | 232,601 | — |
| Less: accumulated depreciation | (403,038) | (316,838) |
| Property and equipment, net | $ 5,030,290 | $ 4,794,646 |

*Depreciation expense*

For the three months ended March 31, 2025 and 2024, depreciation expense was $48,259 and $57,581, respectively.

**NOTE 5 — LOANS PAYABLE**

Effective January 1, 2025, the Company acquired a financing loan for its Director and Officer Insurance for $40,800. The loan bears interest at 9.3%, requires monthly payments of $4,255.92 and is due within one year. As of March 31, 2025, the balance due is $33,011.

***West Virginia State Incentive Package***

On June 12, 2023, Clean-Seas announced that it secured $12 million in state incentives, which includes $1.75 million in cash to establish a PCN facility outside of Charleston, West Virginia. Clean-Seas West Virginia, has an existing feedstock supply agreement for 100 TPD of post-industrial plastic waste and is planned to be a PCN hub servicing the Mid-Atlantic states. The project will commence in phases, Phase 1 being 50 TPD, with plans to scale up to 500 TPD. Additional project finance capital is in the process of being secured and the Company received the $1.75 million cash disbursement on September 25, 2023. The loan is forgiven after three years if the Company employs forty or more people at the West Virginia facility. As of March 31, 2025 and December 31, 2024, the balance of loan is $1,750,000 and $1,750,000, respectively.

**NOTE 6 — CONVERTIBLE NOTES PAYABLE**

**Walleye Opportunities Master Fund Ltd**

*February 2023 Convertible Notes - Walleye Opportunities Master Fund Ltd*

On February 21, 2023, the Company entered into a securities purchase agreement (the "February Purchase Agreement") with Walleye Opportunities Master Fund Ltd ("Walleye"). Pursuant to the February Purchase Agreement, the Company issued senior convertible notes in the aggregate principal amount of $4,000,000, which notes shall be convertible into shares of common stock at the lower of (a) 120% of the closing price of the common stock on the day prior to closing, or (b) a 10% discount to the lowest daily volume weighted average price ("VWAP") reported by Bloomberg of the common stock during the 10 trading days prior to the conversion date .

On February 21, 2023, the Walleye, under the February Purchase Agreement purchased a senior convertible promissory note (the "February Note") in the original principal amount of $2,500,000 and a warrant to purchase 29,434,850 shares of the Company's common stock. The maturity date of the February Note is February 21, 2024 (the "Maturity Date"). The February Note bears interest at a rate of 5% per annum. The February Note carries an original issue discount of 2%. The Company may not prepay any portion of the outstanding principal amount, accrued and unpaid interest or accrued and unpaid late charges on principal and interest, if any, except as specifically permitted by the terms of the February Note. The Company also issued a warrant to the initial investor that is exercisable for shares of the Company's common stock at a price of $0.0389 per share and expires five years from the date of issuance.

The terms of the February Note were amended pursuant to the March 2024 Note (discussed below). The amendment changes the conversion price to $0.03 and extends the maturity date to December 1, 2024. This note is currently in default and has incurred a $109,079 penalty that has been added to the principal. In addition, the interest rate has increased to 15%.

*April 2023 Convertible Note - Walleye Opportunities Master Fund Ltd*

Pursuant to the February Purchase Agreement, on April 10, 2023, Walleye purchased a senior convertible promissory note (the "April Note") in the original principal amount of $1,500,000 and the Company issued warrants for the purchase of up to 17,660,911 shares of the Company's common stock to Walleye. The April Note bears interest at a rate of 5% per annum. The April Note carries an original issue discount of 2%. The Company may not prepay any portion of the outstanding principal amount, accrued and unpaid interest or accrued and unpaid late charges on principal and interest, if any, except as specifically permitted by the terms of the April Note. The April Note is convertible into shares of common stock at $0.03 per share. Pursuant to the terms of the May Note (discussed below) the number of warrants was increased to 29,498,714. This note is currently in default and has incurred a $375,000 penalty that has been added to the principal. In addition, the interest rate has increased to 15%.

*May 2023 Convertible Note - Walleye Opportunities Master Fund Ltd*

On May 26, 2023, the Company entered into that certain Securities Purchase Agreement (the "May Purchase Agreement") with Walleye, pursuant to which Walleye purchased a senior convertible promissory note in the aggregate original principal amount of $1,714,285.71 (the "May Note") and warrants to purchase 44,069,041 shares of the Company's common stock (the "May Warrants").

The May Note matures 12 months after issuance and bears interest at a rate of 5% per annum, as may be adjusted from time to time in accordance with Section 2 of the May Note. The May Note has an original issue discount of 30%. The Company may not prepay any portion of the outstanding principal amount, accrued and unpaid interest or accrued and unpaid late charges on principal and interest, if any, except as specifically permitted by the terms of the May Note. The May Note is convertible into shares of common stock at $0.0389 per share.

This May Note is currently in default and has incurred a $428,571 penalty that has been added to the principal. In addition, the interest rate has increased to 15%.

As consideration for additional funding, in May of 2023, the number of warrants related to the February 2023 note increased from 29,424,850 to 49,164,524 and the number of warrants related to the April 2023 note were increased from 17,660,911 to 29,498,714. The additional warrants were fair valued and included as a debt discount on the new tranche(s) of funding.

*March 2024 Financing Walleye Opportunities Master Fund Ltd.*

On March 25, 2024 (the "Issue Date"), the Company and Walleye entered into a Securities Purchase Agreement (the "March Purchase Agreement"), whereby: (i) the Company issued to Walleye (i) a convertible note in the aggregate principal amount of $666,666 (the "March 2024 Note"), (ii) a warrant initially exercisable to acquire up to 22,222,220 shares of Common Stock at an exercise price of $0.03 per share (the "March 2024 Warrant"), and (iii) the parties agreed to amend and restate the Existing Note and Existing Warrant as discussed below.

*March 2024 Note*

At any time on or after the Issue Date, the March Investor shall be entitled to convert any portion of the outstanding Conversion Amount (as defined in the March 2024 Note) into validly issued, fully paid and non-assessable shares of Common Stock at a conversion price equal to $0.03 per share, subject to adjustment as set forth in the March 2024 Note. The March 2024 Note bears interest at a rate of 5% per annum, as may be adjusted from time to time, and matures on October 1, 2024 (the "March Note Maturity Date"); provided, however, that the March Note Maturity Date may be extended at the option of the Investor as provided in the March 2024 Note.

This note is currently in default and has incurred a $166,667 penalty that has been added to the principal. In addition, the interest rate has increased to 20%.

As consideration for additional funding, in May of 2024, the number of warrants related to the February 2023 note was increased again from 49,164,524 to 159,142,855. The additional warrants were fair valued and included as a debt discount on the new tranche of funding.

**Coventry Enterprises, LLC**

*June 2024 Note - Coventry Enterprises, LLC*

On June 14, 2024, the Company issued a convertible promissory note to Coventry Enterprises, LLC in the aggregate principal amount of $100,000 (which includes $10,000 of Original Issue Discount). The note bears interest at 10% and matures on May 15, 2025. The note is convertible into shares of common stock a at 90% of lowest trade for 20 prior days to conversion. Coventry received 5,000,000 restricted shares of Common Stock as Commitment Shares. As of March 31, 2025, this note has been converted in full for a $0 balance at March 31, 2025.

**GS Capital Partners**

*October 2023 Note - GS Capital Partners*

On October 26, 2023, the Company entered into a Securities Purchase Agreement (the "October Purchase Agreement") with GS Capital Partners (the "GS Capital") related to the Company's sale of two 12% convertible notes in the aggregate principal amount of $660,000 (each note being in the amount of $330,000 and containing an original issue discount of $30,000 such that the purchase price of each note is $300,000) (each "Note," and together the "Notes") are convertible into shares of the Company's common stock, par value $0.001 per share, upon the terms and subject to the limitations set forth in each Note. The Company issued and sold the first Note (the "First Note") on October 26, 2023 (the "First Closing Date" or the "First Issuance Date"). The second note was not funded.

On the First Closing Date, the Company issued 800,000 restricted shares of Common Stock to GS Capital as additional consideration for the purchase of the First Note (the "First Note Commitment Shares"). In addition to the Commitment Shares, the Company agreed to issue 7,500,000 shares of Common Stock to GS Capital (the "Returnable Shares") for each Note.

*October 2024 Note - GS Capital Partners*

On October 2, 2024, the Company issued a convertible promissory note to GS Capital in the aggregate principal amount of $82,500 (which includes $7,500 of Original Issue Discount). The note bears interest at 10% and matures on December 2, 2024. The note is convertible into shares of common stock upon default at $0.01 per share.

**ClearThink Capital Partners**

*February 2024 Note*

On February 12, 2024, the Company entered into a Securities Purchase Agreement with ClearThink Capital LLC ("ClearThink"). The ClearThink Note contains a principal amount of $220,000 with guaranteed interest at a rate of 12%. All Principal and Interest, along with any and all other amounts, shall be due and owing on November 12, 2024 (the "Maturity Date"), with a lump-sum interest payment equal to $26,400. Unless the Investor elects to convert the Note into shares of Common Stock, Principal payments shall be made in four installments, each in the amount of $50,000 commencing on the one hundred eightieth ($180^{th}$) day anniversary following the SPA Closing Date and continuing thereafter each thirty (30) days for four (4) months thereafter. The ClearThink Note may be prepaid in whole or in part as set forth therein and any amount of Principal or Interest on the ClearThink Note which is not paid when due shall bear interest at the rate of the lesser of (i) twenty four percent (24%) per annum (which shall be guaranteed and applied to the balance due under the ClearThink Note upon an Event of Default (as defined in the ClearThink Note)) and (ii) the maximum amount permitted under law from the due date thereof until the same is paid.

*May 2024 Note*

On May 24, 2024, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of $110,000 (which includes $18,000 of Original Issue Discount). The note bears interest at 10% and matures on January 24, 2025. The note is convertible into shares of common stock at $0.025 or $0.0145 if the Company's common stock trades below $0.02 for more than five consecutive days. During the three months ended March 31, 2025, ClearThink converted $45,000 or principal into 4,500,000 shares of common stock. This note is currently in default and has incurred a $39,357 penalty that has been added to the principal. In addition, the interest rate has increased to 24%.

*October 2024 Note*

On October 2, 2024, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of $82,500 (which includes $7,500 of Original Issue Discount). The note bears interest at 10% and matures on December 2, 2024. The note is convertible into shares of common stock upon default at $0.01 per share. ClearThink received 5,000,000 restricted shares of Common Stock as Commitment Shares.

**Trillium Partners LP**

*February 2024 Note Trillium Financing*

On February 15, 2024, the Company entered into a Securities Purchase Agreement (the "Trillium Agreement") with Trillium Partners L.P. ("Trillium"), whereby the Company issued and sold to Trillium (i) a promissory note (the "Trillium Note") in the aggregate principal amount of $580,000 (which includes $87,500 of Original Issue Discount), convertible into Common Stock, upon default, upon the terms and subject to the limitations and conditions set forth in such Trillium Note, and (ii) 4,000,000 restricted shares of Common Stock (the "Commitment Shares"). The Note matures on January 15, 2025 and a one-time interest charge of ten percent (10%) or $58,000 shall be applied to the principal on the date of issuance. The Company has the right to prepay the Trillium Note in full at any time with no prepayment penalty. Accrued unpaid interest and outstanding principal, subject to adjustment, shall be paid in seven payments, each in the amount of $91,142.86 (a total payback to the Holder of $638,000).

Pursuant to the Trillium Note, beginning on the fifth month anniversary of the Issuance Date, and for the next six months after, the Company will make a total of seven (7) equal monthly payments of $91,142.85. In the event that the Company defaults and misses a payment, then the Investor will be able to do a "default conversion. The conversion price (the "Trillium Conversion Price") is equal to the lower of: (i) the Fixed Conversion Price of $0.03; (ii) the Variable Conversion Price (70% of the lowest trade for the twenty days prior to conversion); and (iii) the Alternative Conversion Price (lowest price of our Common Stock during the period thirty days prior to a default).

This note is currently in default and has incurred a $174,993 penalty that has been added to the principal. In addition, the interest rate has increased to 22% and the conversion rate changed to 70% of the lowest trade for the twenty days prior to conversion. Refer to Note 12 for a discussion of the current litigation with Trillium.

The Company accounted for the above Convertible Notes according to ASC 815. For the derivative financial instruments that are accounted for as liabilities, the derivative liability was initially recorded at its fair value and is being re-valued at each reporting date, with changes in the fair value reported in the statements of operations.

For the warrants that were issued with each tranche of funding, the Company uses a weighted-average Black-Scholes-Merton option pricing model to value the warrants at inception and then calculates the relative fair value for each loan.

Commitment shares are valued at the closing stock price on the effective date of the promissory note. The value of the shares is accounted for as debt discount.

The Company deducts the total value of all discounts (OID, value of warrants, discount for derivative) from the calculated derivative liability with any difference accounted for as a loss on debt issuance.

The following table summarizes the convertible notes outstanding as of March 31, 2025:

| Note Holder | Date | Maturity Date | Interest | Default Interest | Balance December 31, 2024 | Additions | Repayments / Conversions | Balance March 31, 2025 |
|---|---|---|---|---|---|---|---|---|
| Walleye Opportunities Fund | 2/21/2023 | 12/1/2024 | 5% | 15% | 545,395 | — | — | 545,395 |
| Walleye Opportunities Fund | 4/10/2023 | 4/10/2024 | 5% | 15% | 1,875,000 | — | — | 1,875,000 |
| Walleye Opportunities Fund | 5/26/2023 | 5/26/2024 | 5% | 15% | 2,142,857 | — | — | 2,142,857 |
| GS Capital Partners | 10/26/2023 | 7/26/2024 | 12% | 15% | 25,000 | — | — | 25,000 |
| Trillium Partners LP | 2/22/2024 | 1/15/2025 | 10% | 15% | 463,215 | — | — | 463,215 |
| Walleye Opportunities Fund | 3/25/2024 | 12/1/2024 | 5% | 20% | 833,333 | — | — | 833,333 |
| ClearThink Capital Partners | 5/24/2024 | 1/24/2025 | 12% | 15% | 110,000 | 39,357 | (45,000)[1] | 104,357 |
| Coventry Enterprises, LLC | 6/14/2024 | 5/15/2025 | 10% | 15% | 90,000 | — | (90,000) [2] | — |
| GS Capital Partners | 10/2/2024 | 12/2/2024 | 10% | 22% | 82,500 | — | — | 82,500 |
| ClearThink Capital Partners | 10/2/2024 | 12/2/2024 | 10% | 22% | 82,500 | — | — | 82,500 |
| Total | | | | | $ 6,249,800 | $ 39,357 | $ (135,000) | $ 6,154,157 |
| Less debt discount | | | | | $ (205,675) | | | (13,432) |
| Convertible notes payable, net | | | | | $ 6,044,125 | | | $ 6,140,725 |

(1) $110,000 is the original principal of note, $39,357 was added to principal for default penalty. $45,000 converted to common stock
(2) $90,000 converted to common stock

Total interest accrued on the above convertible notes was $1,041,027 and $801,979 as of March 31, 2025 and December 31, 2024, respectively.

A summary of the activity of the derivative liability for the notes above is as follows:

| | | |
|---|---|---|
| Balance at December 31, 2023 | $ | 598,306 |
| Increase to derivative due to new issuances and/or modification of conversion terms | | 1,614,002 |
| Decrease to derivative due to mark to market | | (144,687) |
| Balance at December 31, 2024 | | 2,067,621 |
| Decrease to derivative due to conversions | | (57,711) |
| Decrease to derivative due to mark to market | | 1,732,057 |
| Balance at March 31, 2025 | $ | 3,741,967 |

**NOTE 7 — COMMERCIAL LOAN**

On November 13, 2024 (the "Closing Date"), Company's wholly-owned subsidiary, Clean-Seas West Virginia, Inc. (the "Clean-Seas WV"), closed on the transactions set forth in that certain Credit Agreement (the "Credit Agreement") between Clean-Seas West Virginia and The Huntington National Bank, a national banking association (the "Lender"). Pursuant to the Credit Agreement, the Lender agreed to make a term loan (the "Term Loan") to Clean-Seas West Virginia in the amount of $15,000,000, with the proceeds to be used for costs and expenses associated with the development and construction of Clean-Seas West Virginia's recycling and processing facility located in Kanawha County, West Virginia.

Pursuant to the Credit Agreement, the proceeds of the Term Loan will be funded to Clean-Seas West Virginia in two extensions (each, a "Credit Extension") as follows: (i) the initial Credit Extension in the amount of $5,000,000 on the Closing Date; and (ii) the second Credit Extension in the amount of $10,000,000 upon the satisfaction or waiver of the conditions set forth in Section 4.2 of the Credit Agreement, including, but not limited to, the delivery to the Lender of an executed performance and payment bond issued by a surety company listed on the Federal Treasury List that is rated A or higher by A.M. Best in an amount equal to $15,000,000 naming the Lender as beneficiary. On the Closing Date, Clean-Seas West Virginia paid an upfront fee in the amount of $75,000 to the Lender.

The Term Loan is evidenced by a promissory note (the "Term Note") executed by Clean-Seas West Virginia in favor of the Lender with interest due and payable on the 15$^{th}$ calendar day of each month while any amount remains outstanding and the principal amount to be repaid in full on the maturity date of February 1, 2027. The Term Note bears interest at a rate per annum equal to Term SOFR (as defined in the Credit Agreement) plus 3.75% per annum. Upon the occurrence and during the continuance of an event of default, the interest rate applicable to the Term Note shall be equal to 2% per annum above the interest rate otherwise applicable (the "Default Rate") and all such interest accrued at the Default Rate shall be due and payable on demand of the Lender.

The credit extension of $8,250,000 as of March 31, 2025, is presented on the balance sheet net of debt discount of $197,836,

The initial credit extension of $5,000,000 is presented on the balance sheet net of debt discount of $260,311, as of December 31, 2024.

**NOTE 8 — RELATED PARTY TRANSACTIONS**

*Daniel Bates, CEO*

On February 21, 2021, the Company amended the employment agreement with Daniel Bates, CEO. The amendment extended the term of his agreement from three years commencing May 27, 2020, to expire on May 27, 2025.

As of March 31, 2025 and December 31, 2024, the Company owed Mr. Bates $249,000 and $236,000, respectively, for accrued compensation.

*Rachel Boulds, CFO*

The Company entered into a consulting agreement with Rachel Boulds, effective as of May 1, 2021, to serve as part-time Chief Financial Officer for compensation of $5,000 per month, which increased to $7,500 in June 2023. As of March 31, 2025 and December 31, 2024, the Company owed Ms. Boulds $0 and $0, respectively, for accrued compensation.

*Daniel Harris, Chief Revenue Officer*

As of March 31, 2025 and December 31, 2024, the Company owed Mr. Harris, $37,500 and $37,500, respectively, for accrued compensation.

*Michael Dorsey, Director*

During the three months ended March 31, 2025 and 2024, the Company paid Mr. Dorsey, $0 and $4,500, respectively, for director fees. As of March 31, 2025 and December 31, 2024, the Company owed Mr. Dorsey, $4,500 and $0, respectively, for director fees.

*Greg Boehmer, Director*

During the three months ended March 31, 2025 and 2024, the Company paid Mr. Boehmer, $0 and $4,500, respectively, for director fees. As of March 31, 2025 and December 31, 2024, the Company owed Mr. Boehmer, $4,500 and $0, respectively, for director fees. In addition, the Company owes Mr. Boehmer $18,000 and $15,000, for consulting services as of March 31, 2025 and December 31, 2024, respectively.

*Bart Fisher, Director*

During the three months ended March 31, 2025 and 2024, the Company paid Mr. Fisher, $0 and $4,500, respectively, for director fees and owes $4,500 as of March 31, 2025.

On December 20, 2023, the Company granted Mr. Fisher 4,000,000 shares of common stock for services. The shares

*Green Invest Solutions Ltd.*

During September 2023, a $70,000 note was issued to Green Invest Solutions Ltd. which is managed by the same individuals as Clean-Seas Morocco. The loan is considered to be short-term and is not accruing interest.

*Management of Clean-Seas Morocco*

On occasion, management of Clean-Seas Morocco provides funds to the company for general operations. As of March 31, 2025 and December 31, 2024, $771,671 and $693,495 was due to management, respectively. There are no agreements, and no interest rates applied.

*Note Payable*

Pursuant to the Morocco Purchase Agreement, Clean-Seas paid an aggregate purchase price of $6,500,000 for the Morocco Acquisition, of which (i) $2,000,000 was paid on the Morocco Closing Date and (ii) the remaining $4,500,000 is to be paid to Ecosynergie Group over a period of ten (10) months from the Morocco Closing Date. During the year ended December 31, 2024, the Company paid $200,000 towards the balance due.

On March 11, 2025, the Company issued a Promissory Note to Dan Bates, CEO, for $100,000. The note bears interest at 8% and matures on March 11, 2026.

On March 26, 2025, the Company issued a Promissory Note to Dan Bates, CEO, for $250,000. The note bears interest at 8% and matures on March 26, 2026.

*Related Party Revenue*

For the three months ended March 31, 2025, our operations in Morocco generated all of the revenue from a party under control of the management of Clean-Seas Morocco.

**NOTE 9 — COMMON STOCK**

On January 1, 2025, the Company issued 5,000,000 shares of common stock to a service provider. The shares were valued at $0.0206, the closing stock price on the date of grant, for total non-cash expense of $103,000.

On January 30, 2025, the Company's transfer agent issued 2,000,000 shares of common stock due as of December 31, 2024, to a service provider for services.

On January 31, 2025, the Company's transfer agent issued 7,500,000 commitment shares of common stock due to GS Capital.

On February 6, 2025, the Company's transfer agent issued the 30,000,000 shares of common stock granted to Mr. Bates on December 12, 2024.

On February 6, 2025, the Company's transfer agent issued the 4,000,000 shares of common stock granted to Ms. Boulds on December 12, 2024.

On February 6, 2025, the Company's transfer agent issued the 4,000,000 shares of common stock granted to Ms. Harris on December 12, 2024.

On February 6, 2025 the Company's transfer agent issued the 12,000,000 shares of common stock granted to its directors on December 12, 2024.

On February 6, 2025, the Company's transfer agent issued the 50,500,000 shares of common stock granted to its service providers and employees on December 12, 2024.

On February 6, 2025, the Company's transfer agent issued the 6,896,552 shares of common stock purchased on August 23, 2024.

On February 6, 2025, the Company's transfer agent issued 396,000 shares of common stock due as of December 31, 2024 for services.

On February 14, 2025, The Company issued 2,000,000 shares of common stock each to GS Capital and ClearThink for commitment shares pursuant to the terms of promissory notes that were issued in 2024.

On February 24, 2025, the Company's transfer agent issued 10,000,000 shares of common stock due for the Dorado Purchase Agreement as of December 24, 2024.

During the three months ended March 31, 2025, ClearThink converted $45,000 of principal into 4,500,000 shares of common stock. In addition, the Company's transfer agent issued the 14,568,254 shares of common stock due for prior conversions as of December 31, 2024.

During the three months ended March 31, 2025, Coventry converted $104,055 of principal into 10,808,085 shares of common stock.

**NOTE 10 — PREFERRED STOCK**

The Company is authorized to issue 10,000,000 shares of Preferred Stock at $0.001 par value per share with the following designations.

*Series A Redeemable Preferred Stock*

On September 21, 2020, the Company created a series of Preferred Stock designating 2,000,000 shares as Series A Redeemable Preferred Stock ranks senior to the Company's Common Stock upon the liquidation, dissolution or winding up of the Company. The Series A Preferred Stock does not bear a dividend or have voting rights and is not convertible into shares of our Common Stock.

*Series B Preferred Stock*

On December 14, 2020, the Company designated 2,000,000 shares of its authorized preferred stock as Series B Convertible, Non-voting Preferred Stock (the "Series B Preferred Stock"). The Series B Preferred Stock does not bear a dividend or have voting rights. The Series B Preferred Stock automatically converted into shares of common stock on January 1, 2023, at the rate of 10 shares of common stock for each share of Series B Preferred Stock; however, due to an ongoing dispute with certain holders of the Series B Preferred Stock, which is expected to be resolved through binding arbitration in December 2023, such conversion has not been effectuated as of the date hereof. Holders of our Series B Preferred Stock have anti-dilution rights protecting their interests in the Company from the issuance of any additional shares of capital stock for a two year period following conversion of the Series B Preferred Stock calculated at the rate of 20% on a fully diluted basis.

On December 17, 2020, the Company entered into a three-year consulting agreement with Leonard Tucker LLC ("Tucker"). Per the terms of the agreement, Tucker received 2,000,000 shares of Series B Preferred Stock for services provided, which shares of Series B Preferred Stock are to be classified as mezzanine equity until they are fully issued. As a result of the arbitrator's decision regarding the Company's litigation with Tucker, as of April 15, 2024 Tucker does not hold any shares of Series B Preferred Stock. *See Note 13 – Commitments and Contingencies (Legal Proceedings)* below. The shares of Series B Preferred Stock were cancelled and credited to additional paid in capital.

*Series C Preferred Stock*

On February 19, 2021, the Company amended its Articles of Incorporation whereby 2,000,000 shares of preferred stock were designated Series C Convertible Preferred Stock. The holders of the Series C Convertible Preferred Stock are entitled to 100 votes and shall vote together with the holders of common stock. Each share of the Series C Convertible Preferred Stock automatically converted into ten shares of common stock on January 1, 2023; however, such conversion has not been effectuated as of the date hereof.

**NOTE 11 — WARRANTS**

A summary of the Company's outstanding warrants as of March 31, 2025 is as follows.

| | Number of Warrants | Weighted Average Exercise Price | Weighted Average Remaining Contract Term | Intrinsic Value |
|---|---|---|---|---|
| Outstanding, December 31, 2023 | 116,954,802 | $ 0.037 | 4.25 | $ 345,500 |
| Issued | 163,778,028 | $ 0.03 | 5 | |
| Cancelled | — | $ — | — | |
| Exercised | (2,181,818) | $ — | — | |
| Outstanding, December 31, 2024 | 278,541,012 | $ 0.034 | 3.44 | $ — |
| Issued | — | $ — | — | |
| Expired | (6,818,182) | $ — | — | |
| Exercised | — | $ — | — | |
| Outstanding, March 31, 2025 | 271,722,830 | $ 0.022 | 2.32 | $ — |

**NOTE 12 — COMMITMENTS AND CONTINGENCIES**

*Project Finance Arrangement*

On November 4, 2022, the Company entered into a consulting agreement (the "Agreement") with Edge Management, LLC ("Edge"), a services firm based in New York City. Under the Agreement, Edge will assist us to develop, structure and implement project finance strategies ("Project Finance") for our clean energy installations around the world.

Financing strategies will be in amounts and upon terms acceptable to us, and may include, without limitation, common and preferred equity financing, mezzanine and other junior debt financing, and/or senior debt financing, including but not limited to one or more bond offerings ("Project Financing(s)"). Under the Agreement, Edge is engaged as our exclusive representative for Project Financing matters. Edge is entitled to receive a cash payment for any Project Financing involving as follows: 5% of the gross amount of the funding facilities (up to $500 million) of all forms approved by the lender ("Lender") introduced by Edge and or its affiliates and accepted by the Company on closing ("Closing"), 4% of the gross amount of the funding facilities (for the tranche of funding ranging from $500,000,001 to $1,000,000,000) approved by the Lender introduced by Edge and or its affiliates and accepted by the Company on Closing, and 3% of the subsequent gross amount ($1,000,000,001 and greater) of the funding facilities of all forms approved by the Lender introduced by Edge and/or its affiliates and accepted by the Company on Closing. In addition to the cash consulting fee, Edge shall be issued cashless, five-year warrants equal to: 2% (at a strike price to be mutually determined by the Parties for the first tranche of funding, up to $500 million), 1% (at a strike price to be mutually determined by the Parties for the tranche of funding ranging from $500,000,001 to $1,000,000,000), and 1% (at a strike price to be mutually determined by the Parties for any and all subsequent Debt Funding ($1,000,000,001 and greater)) of the outstanding common and preferred shares, warrants, options, and other forms of participation in the our Company on Closing.. The Agreement has an initial term of one (1) year and is cancellable by either party on ninety (90) days written notice. There is no guarantee that Edge will be successful in helping us obtain Project Financing.

***Legal Proceedings***

Presently, except as described below, there are not any material pending legal proceedings to which the Company is a party or as to which any of its property is subject, and no such proceedings are known to the Company to be threatened or contemplated against it.

*Trillium*

On November 1, 2024, Trillium filed a lawsuit in the United States District Court for the District of Nevada (Case No. 2:24-cv-02047) against the Company and its transfer agent, ClearTrust as a relief defendant, seeking monetary damages, as well declaratory and injunctive relief related to . On February 24, 2025, Trillium amended its complaint, adding Frank Benedetto, Mirador Consulting LLC and the following members of the Company's board of directors as named defendants: Daniel Bates, Gregory Boehmer, Bart Fisher, and Dr. Michael Dorsey. In its complaint, Trillium claims allege that Clean Vision defaulted on a convertible promissory note, and thereafter, in conjunction with the other co-defendants, tortiously blocked Trillium's ability to convert shares under the convertible promissory note. Clean Vision has countersued Trillium, seeking declaratory relief to adjudicate and declare the respective parties' rights and obligations under the convertible promissory note, if any. Daniel Bates and Gregory Boehmer have both filed motions to dismiss the claims against them. In addition to the $174,933 penalty added to the principal and, increased interest rate, the Company has accrued a potential settlement liability of $145,967 as of December 31, 2024.

Effective May 2, 2025, the United Stated District Court of Nevada filed an Order Dismissing the case. The Company reversed the potential settlement liability of $145,967 recognizing the gain as of March 31, 2025.

**NOTE 13 – OPERATING LEASES**

The Company entered into a Motor Vehicle Lease Agreement (Vehicle Lease") on December 22, 2024. Amount due at signing is $10,526 followed by thirty-six monthly payments of $1,173.54, for total payments of $42,247.44.

Adoption of Accounting Standard Update ("ASU") 2016-02, *Leases* (Topic 842), resulted in recording an initial right-of-use ("ROU") assets and operating lease liabilities of $45,467 on May 1, 2022.

On January 24, 2025, Clean Seas West Virginia, Inc ("CSWV") entered into a Lease Agreement (the "Lease") with Quincy Coal Company (the "Lessor") relating to approximately 62,650 square feet of property located at 1 2700 East Dupont Ave, Belle, West Virgina. The term of the Lease is for ten years commencing March 1, 2025. The monthly base rent is $16,667 for the first twelve (12) months, increasing each year thereafter. The total rent for the entire lease term is approximately $2,401,000.

Adoption of Accounting Standard Update ("ASU") 2016-02, *Leases* (Topic 842), resulted in recording an initial right-of-use ("ROU") assets and operating lease liabilities of $ 1,776,746 on March 1, 2025.

| Asset | Balance Sheet Classification | December 31, 2024 |
|---|---|---|
| Operating lease asset | Right of use assets | $ 1,765,620 |
| Total lease asset | | $ 1,765,620 |
| | | |
| Liability | | |
| Operating lease liability – current portion | Current operating lease liability | $ 109,608 |
| Operating lease liability – noncurrent portion | Long-term operating lease liability | 1,692,207 |
| Total lease liability | | $ 1,801,815 |

Lease obligations at March 31, 2025 consisted of the following:

| For the year ended December 31: | |
|---|---|
| 2025 | $ 160,562 |
| 2026 | 220,749 |
| 2027 | 227,842 |
| 2028 | 223,531 |
| 2029 | 232,472 |
| Thereafter | 1,356,952 |
| Total payments | $ 2,422,108 |
| Amount representing interest | $ (620,293) |
| Lease obligation, net | 1,801,815 |
| Less current portion | (109,608) |
| Lease obligations – long term | $ 1,692,207 |

Lease expense for the three months ended March 31, 2025 for the auto and property lease, was $7,058 and $20,011, respectively.

**NOTE 14 - SEGMENT REPORTING**

ASC Topic 280, "Segment Reporting" establishes the standards for reporting information about operating segments on a basis consistent with the Company's internal organization structure as well as information about services categories, business segments and major customers in financial statements. The Company is managed as one operating unit, rather than multiple reporting units, for internal reporting purposes and for internal decision-making and discloses its operating results in a single reportable segment. The Company's chief operating decision maker ("CODM"), represented by the Company's Chief Executive Officer, reviews financial information and assesses the operations of the Company in order to make strategic decisions such as allocation of resources and assessing operating performance.

**NOTE 15 — DISCONTINUED OPERATIONS**

In accordance with the provisions of ASC 205-20, *Presentation of Financial Statements*, we have separately reported the liabilities of the discontinued operations in the consolidated balance sheets. The liabilities have been reflected as
discontinued operations in the consolidated balance sheets as of March 31, 2025 and December 31, 2024 , and consist of the following:

| | March 31, 2025 | December 31, 2024 |
|---|---|---|
| Current Liabilities of Discontinued Operations: | | |
| Accounts payable | $ 49,159 | $ 49,159 |
| Accrued expenses | 6,923 | 6,923 |
| Loans payable | 11,011 | 11,011 |
| Total Current Liabilities of Discontinued Operations: | $ 67,093 | $ 67,093 |

**NOTE 16 — SUBSEQUENT EVENTS**

In accordance with SFAS 165 (ASC 855-10) management has performed an evaluation of subsequent events through the date of filing and has determined that it has the following material subsequent events to disclose in these unaudited consolidated financial statements.

Subsequent to March 31, 2025, the Company issued 10,500,000 shares of common stock to a service provider for services.

Subsequent to March 31, 2025, ClearThink converted $65,000 and $32,595 of principal and interest, respectively, into 9,759,500 shares of common stock.

Subsequent to March 31, 2025, GS Capital converted $13,500 and $3,957 of principal and interest, respectively into 2,268,536 shares of common stock.

On May 13, 2025, pursuant to that certain Securities Purchase Agreement between the Company and ClearThink, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of $137,500 (included OID of $12,500). The Note bears interest at 12%, with guaranteed interest of $16,500, and matures on February 13, 2026. The note is convertible into shares of common stock at $0.02 per share, to be adjusted as necessary per the terms of the Note.

During May 2025, the Company entered into Revenue Purchase Agreements with five separate accredited investors. Pursuant to the terms of the agreements the Company has agreed to sell a continuing interest in the revenue it generates. The total purchase price under the five agreements is $500,000, less $10,000 in total for fees. As an added inducement for entering into the Revenue Purchase Agreements, the Company issued a total of 2,500,000 shares of common stock to the investors as commitment shares.

**Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations**

**Forward-Looking Statements**

The information in this report contains forward-looking statements. All statements other than statements of historical fact made in this report are forward looking. In particular, the statements herein regarding industry prospects and future results of operations or financial position are forward-looking statements. These forward-looking statements can be identified by the use of words such as "believes," "estimates," "could," "possibly," "probably," anticipates," "projects," "expects," "may," "will," or "should" or other variations or similar words. No assurances can be given that the future results anticipated by the forward-looking statements will be achieved. Forward-looking statements reflect management's current expectations and are inherently uncertain. If underlying assumptions prove inaccurate or unknown risks or uncertainties materialize, our actual results may differ significantly from management's expectations. Should one or more of these uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those anticipated in these forward-looking statements. The Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Quarterly Report on Form 10-Q or, in the case of documents referred to or incorporated by reference, the date of those documents.

The following discussion and analysis should be read in conjunction with our unaudited financial statements, included herewith. This discussion should not be construed to imply that the results discussed herein will necessarily continue into the future, or that any conclusion reached herein will necessarily be indicative of actual operating results in the future. Such discussion represents only the best present assessment of our management.

**Company Overview and Description of Business**

**Overview**

Clean Vision is a new entrant in the clean energy and waste-to-value industries focused on clean technology and sustainability opportunities. By leveraging innovative technology, we aim to responsibly resolve environmental challenges by producing valuable products. Currently, we are focused on providing a solution to the plastic waste problem by converting the waste (feedstock) into saleable byproducts, such as precursors for new plastic products, hydrogen and other clean-burning fuels that can be used to generate clean energy. Using a technology known as pyrolysis, which heats the feedstock (*i.e.*, plastic) at high temperatures in the absence of oxygen, so that the material does not burn, we are able to convert the feedstock into (i) clean fuels *i.e.* plastic pyrolysis oil, (ii) clean hydrogen (specifically, the Company's branded clean hydrogen, AquaH®, which trademark was issued by the USPTO on November 8, 2023 and published on November 28, 2023), and (iii) carbon char. We intend to generate revenue from the following sources: (i) service revenue from the recycling services we provide; (ii) revenue generated from the sale of commodities; (iii) revenue generated from the sale of environmental credits; and (iv) revenue generated from the sale of equipment. Our mission is to aid in solving the problem of cost-effectively upcycling the vast amount of plastic feedstock generated on land before it flows into the world's oceans.

According to analysis and projections reported by the EIA on June 14, 2023, it is estimated that while annual demand growth is expected to drop from 2.4 million barrels per day ("mb/d") due to a shift in focus to a clean energy economy, global oil demand will rise by 6% from 2022 to 2028, reaching 105.7 mb/d. The EIA also estimates that upstream investments in oil and gas exploration, extraction and production were on course to reach their highest levels since 2015, growing 11% year-on-year to $528 billion in 2023.

Additionally, as stated in the Hydrogen Generation Market Research published by Allied Market Research in September 2022, the global hydrogen generation market size was valued at $136.3 billion in 2021 and is expected to each $262 billion by 2031, growing at a CAGR of 6.8% from 2022 to 2031. The Hydrogen Generation Market Research explains that hydrogen plays a vital role in the chemicals and oil & gas industry, with major factors driving the hydrogen generation market growth mostly due to ongoing unprecedented revolutions under the net zero emissions scenario, where global output of hydrogen is expected to reach 200 metric tons in 2030 when it is estimated that around 70% of hydrogen production will be done through low carbon technologies. It is anticipated that by 2050, the production of hydrogen will increase to roughly 500 metric tons and that energy efficiency, electrification, renewable energy, hydrogen and hydrogen based fuels, and carbon, capture, utilization and storage are some of the major technology pillars to decarbonize the world energy system.

According to the research and analysis by Argonne published in the Journal of Cleaner Production on November 1, 2023, plastics are important products for the modern economy, reaching production of 367 and 56 million tons in the world and North America, respectively, in 2022. The Argonne research also states that as of November 2023, the plastic industry relied heavily on fossil resources with data suggesting that 6% of the global production of crude oil and natural gas liquids is devoted to the production of plastics and is expected to increase to 20% in 2050, resulting in higher waste generation. According to Argonne, while recycling could reduce reliance on fossil resources and waste generation in the plastic industry while converting post-use plastic into a resource, only 9% of the post-use plastic collected in the United States is mechanically recycled due to diverse economic, technical environmental and regulatory barriers.

Further, the Organization for Economic Cooperation and Development has suggested that global plastics use is projected to almost triple between 2019 and 2060, with estimates of an increase from 460 million tons to 1,231 million tons yearly.

We believe that in the near future, a significant growth sector of the economy will be in clean energy and sustainable products and services. This belief was a key factor in our shift in our business focus in May 2020 and our acquisition of Clean-Seas, Inc. ("Clean-Seas"), which became our wholly owned subsidiary on May 19, 2020. We believe that Clean-Seas has made significant progress in identifying and developing its business model around the clean energy and waste-to-value sectors.

Clean Vision was established in 2017 as a company focused on the acquisition of disruptive technologies that will impact the digital economy. The Company, which was formerly known as Byzen Digital Inc., changed its corporate name to Clean Vision on March 12, 2021.

All operations are currently being conducted through Clean-Seas. Clean-Seas acquired its first pyrolysis unit in November 2021 for use in a pilot project in India, which began operations in early May 2022. On April 23, 2023, Clean-Seas completed its acquisition of a fifty-one percent (51%) interest in EcoSynergie, which changed its name to Clean-Seas Morocco, LLC on such date. Clean-Seas Morocco began operations at its pyrolysis facility in Agadir, Morocco, in April 2023, which currently has capacity to convert 20 TPD of waste plastic through pyrolysis

**Available Information**

All reports of the Company filed with the U.S. Securities and Exchange Commission (the "SEC" or the "Commission") are available free of charge through the SEC's website at www.sec.gov. In addition, the public may read and copy materials filed by the Company at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. The public may also obtain additional information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330.

Our principal executive offices are located at 2711 N. Sepulveda Blvd., Suite #1051, Manhattan Beach, CA 90266. Our telephone number is (424) 835-1845.

Our common stock is quoted on the OTCQB maintained by OTC Markets, Inc. under the symbol "CLNV".

***Results of Operations***

***Three Months Ended March 31, 2025 Compared to the Three Months Ended March 31, 2024***

*Revenue*

For the three months ended March 31, 2025 and 2024, the Company recognized revenue of $10,525 and $49,692, respectively from our subsidiary Clean-Seas Morocco, a decrease of $39,167 or 78.8%. Revenue from operations is generated from the processing of plastic waste material ("feedstock") at our plant in Agadir, Morocco. The plastic feedstock is put through a pyrolysis system which applies pressure and heat, in the absence of oxygen (no incineration), converting the plastic back to its petroleum form. The revenue was generated from selling the output product, "pyrolysis oil," to a local oil and gas wholesaler in Morocco, called the "off-taker". We receive the plastic feedstock in Agadir at $0 cost, but variable expenses include labor, land lease, and overhead such as insurance.

*Consulting Expense*

For the three months ended March 31, 2025 and 2024, we had consulting expenses of $243,097 and $384,732, respectively, a decrease of $141,635 or 36.8%. The decrease is primarily due to fewer shares of common stock issued for services in the current period.

*Advertising and Promotion Expense*

For the three months ended March 31, 2025 and 2024, we had advertising and promotion expenses of $68,195 and $30,672, respectively, an increase of $37,523 or 122.3%. The Company has been actively increasing its marketing activities in 2025.

*Development Expense*

For the three months ended March 31, 2025 and 2024 we had development expenses of $2,420 and $28,515, respectively, a decrease of $26,095 or 91.5%. Development expenses have decreased related to the PCN facility in West Virginia as activity is now focused on preparing the facility for production.

*Professional Fees*

For the three months ended March 31, 2025 and 2024, we had professional fees of $87,791 and $271,091, respectively, a decrease of $183,300 or 67.6%. The decrease is mainly due to a decrease in legal fees associated with the ending of some of the Company’s prior litigation.

*Payroll Expense*

For the three months ended March 31, 2025 and 2024, we had payroll expenses of $406,742 and $301,546, respectively, an increase of $105,196 or 34.9%. The increase is due to additional employees in the current period compared to the prior period.

*Director Fees*

For the three months ended March 31, 2025 and 2024, we had director fees of $13,500 and $13,500.

*General and Administrative Expenses*

For the three months ended March 31, 2025 and 2024, we had G&A expenses of $212,721 and $338,955, respectively, a decrease of $126,234 or 37.2%. In the current period we have had to decrease spending while the Company pursues financing opportunities.

*Other Income and Expense*

For the three months ended March 31, 2025 and 2024, we had total other expense of $2,268,932 compared to $905,919, respectively In the current period we recognized $632,397 of interest expense, of which $317,193 was amortization of debt discount, a loss in the change in fair value of derivative of $1,732,057, a loss on the conversion of debt of $12,054 and penalty expense for default on a convertible note of $39,357. We had gains of $145,967 for the extinguishment of debt and $966 of other income. For the three months ended March 31, 2024, we recognized $1,475,355 of interest expense, of which $1,322,528 was amortization of debt discount, a loss on debt issuance of $252,376, a gain in the change in fair value of derivative of $625,857, a gain on the extinguishment of debt of $196,430 and other expense of $475.

*Net Loss*

Net loss for the three months ended March 31, 2025 was $3,233,681 (after deducting $61,136 for the non-controlling interest). Net loss for the three months ended March 31, 2024, was $2,168,657 (after deducting $53,596 for the non-controlling interest).

***Liquidity and Capital Resources***

*Cash Flow from Operating Activities*

During the three months ended March 31, 2025 and 2024, we used $2,889,671 and $988,729 of cash in operating activities. During the current period, we incurred a net loss of $3,294,817, adjusted by $2,081,973 for non-cash items and $1,676,827 in adjustments for changes in assets and liabilities. In the prior period we incurred a net loss of $2,222,253, adjusted by $1,087,969 for non-cash items and $145,555 in adjustments for changes in assets and liabilities.

*Cash Flow from Investing Activities*

During the three months ended March 31, 2025, we used $283,903 for the purchase of property and equipment and had a decrease in our trading securities of $256. During the three months ended March 31, 2024, we used $142,195 for the purchase of property and equipment.

*Cash Flow from Financing Activities*

During the three months ended March 31, 2025, we had net cash received of $3,698,112. Our cash overdraft increased $37,111. We received $350,000 of proceeds from notes payable issued to our CEO, $61,001 proceeds from other notes payable and $3,250,000 from our commercial loan. During the three months ended March 31, 2024, we had net cash received of $1,059,398. We received $1,176,500 of proceeds from convertible notes, $100,000 proceeds from the sale of Common Stock, $83,318 from other notes payable. Cash received was offset by repayment of $314,285 of a convertible note payable and a cash overdraft of $13,865.

**Going Concern**

The accompanying unaudited consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has not yet established a source of revenue sufficient to cover its operating costs, had an accumulated deficit of $52,068,776 at March 31, 2025, and had a net loss of $(3,294,817) for the three months ended March 31, 2025. The Company's ability to raise additional capital through the future issuances of common stock and/or debt financing is unknown. The obtainment of additional financing, the successful development of the Company's contemplated plan of operations, and its transition, ultimately, to the attainment of profitable operations are necessary for the Company to continue operations. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern. The unaudited consolidated financial statements of the Company do not include any adjustments that may result from the outcome of these aforementioned uncertainties.

The Company believes that its current cash on hand will not be sufficient to fund its projected operating requirements for the next twelve months since the date of this Quarterly Report on Form 10-Q.

Management plans to continue to implement its business plan and to fund operations by raising additional capital through the issuance of debt and equity securities. The Company's existence is dependent upon management's ability to implement its business plan and/or obtain additional funding. There can be no assurance that the Company's financing efforts will result in profitable operations or the resolution of the Company's liquidity problems. Even if the Company is able to obtain additional financing, it may include undue restrictions on our operations in the case of debt or cause substantial dilution for our stockholders in the case of equity financing. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern for the next twelve-month period since the date of this Quarterly Report on Form 10-Q.

**Off Balance Sheet Arrangements**

The Company does not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on its financial condition, changes in financial condition, sales or expenses, results of operations, liquidity or capital expenditures, or capital resources that are material to an investment in its securities.

**Capital Raising Transactions**

*Proceeds from Notes Payable – Related Party*

We generated net proceeds of $350,000 from the issuance of notes payable to our CEO during the three months ended March 31, 2025.

**Other outstanding obligations at March 31, 2024**

*Convertible Notes Payable*

The Company has convertible promissory notes aggregating $6,154,157 (not including debt discounts) outstanding at March 31, 2025. The accrued interest amounted to approximately $1,041,000 as of March 31, 2025. The convertible notes payable bear interest at rates ranging between 5% and 24% per annum.

*Commercial Loan*

On November 13, 2024 (the "Closing Date"), Clean Vision Corporation's ("Clean Vision" or the "Company") wholly-owned subsidiary, Clean-Seas West Virginia, Inc. (the "Clean-Seas WV"), closed on the transactions set forth in that certain Credit Agreement (the "Credit Agreement") between Clean-Seas WV and The Huntington National Bank, a national banking association (the "Lender"). Pursuant to the Credit Agreement, the Lender agreed to make a term loan (the "Term Loan") to Clean-Seas WV in the amount of $15,000,000, with the proceeds to be used for costs and expenses associated with the development and construction of Clean-Seas WV's recycling and processing facility located in Kanawha County, West Virginia.

Pursuant to the Credit Agreement, the proceeds of the Term Loan will be funded to Clean-Seas WV in two extensions (each, a "Credit Extension") as follows: (i) the initial Credit Extension in the amount of $5,000,000 on the Closing Date; and (ii) the second Credit Extension in the amount of $10,000,000 upon the satisfaction or waiver of the conditions set forth in Section 4.2 of the Credit Agreement, including, but not limited to, the delivery to the Lender of an executed performance and payment bond issued by a surety company listed on the Federal Treasury List that is rated A or higher by A.M. Best in an amount equal to $15,000,000 naming the Lender as beneficiary. On the Closing Date, Clean-Seas WV paid an upfront fee in the amount of $75,000 to the Lender.

The Term Loan is evidenced by a promissory note (the "Term Note") executed by Clean-Seas WV in favor of the Lender with interest due and payable on the 15$^{th}$ calendar day of each month while any amount remains outstanding and the principal amount to be repaid in full on the maturity date of February 1, 2027. The Term Note bears interest at a rate per annum equal to Term SOFR (as defined in the Credit Agreement) plus 3.75% per annum. Upon the occurrence and during the continuance of an event of default, the interest rate applicable to the Term Note shall be equal to 2% per annum above the interest rate otherwise applicable (the "Default Rate") and all such interest accrued at the Default Rate shall be due and payable on demand of the Lender.

The credit extension of $8,250,000 as of March 31, 2025, is presented on the balance sheet net of debt discount of $197,836,

**Critical Accounting Policies**

Refer to Note 2 to the Financial Statements for the three months ended March 31, 2025, for a condensed discussion of our critical accounting policies and our Form 10-K for the year ended December 31, 2024, for a full discussion of our critical accounting policies and procedures.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and, as such, are not required to provide the information under this Item.

**ITEM 4. CONTROLS AND PROCEDURES**

During the quarter ended March 31, 2025, we carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, using the *Internal Control - Integrated Framework (2013)* developed by the Committee of Sponsoring Organizations of the Treadway Commission, of the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)). Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered in this report, our disclosure controls and procedures were not effective to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended, are recorded, processed, summarized and reported within the required time periods specified in the Commission's rules and forms and is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Our principal executive officer and principal financial officer, do not expect that our disclosure controls and procedures or our internal controls will prevent all error or fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected.

*Changes in Internal Control over Financial Reporting*

There have been no changes in our internal controls over financial reporting that occurred during the quarter ended S March 31, 2025, that have materially or are reasonably likely to materially affect, our internal controls over financial reporting

**PART II - OTHER INFORMATION**

**ITEM 1. LEGAL PROCEEDINGS**

Presently, except as described below, there are not any material pending legal proceedings to which the Company is a party or as to which any of its property is subject, and no such proceedings are known to the Company to be threatened or contemplated against it.

*Trillium*

On November 1, 2024, Trillium filed a lawsuit in the United States District Court for the District of Nevada (Case No. 2:24-cv-02047) against the Company and its transfer agent, ClearTrust as a relief defendant, seeking monetary damages, as well declaratory and injunctive relief related to . On February 24, 2025, Trillium amended its complaint, adding Frank Benedetto, Mirador Consulting LLC and the following members of the Company's board of directors as named defendants: Daniel Bates, Gregory Boehmer, Bart Fisher, and Dr. Michael Dorsey. In its complaint, Trillium claims allege that Clean Vision defaulted on a convertible promissory note, and thereafter, in conjunction with the other co-defendants, tortiously blocked Trillium's ability to convert shares under the convertible promissory note. Clean Vision has countersued Trillium, seeking declaratory relief to adjudicate and declare the respective parties' rights and obligations under the convertible promissory note, if any. Daniel Bates and Gregory Boehmer have both filed motions to dismiss the claims against them. In addition to the $174,933 penalty added to the principal and, increased interest rate, the Company has accrued a potential settlement liability of $145,967 as of December 31, 2024.

Effective May 2, 2025, the United Stated District Court of Nevada filed an Order Dismissing the case. The Company reversed the potential settlement liability of $145,967 recognizing the gain as of March 31, 2025.

**ITEM 1A. RISK FACTORS**

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and, as such, are not required to provide the information under this Item.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

On January 1, 2025, the Company issued 5,000,000 shares of common stock for services. The shares were valued at $0.0206, the closing stock price on the date of grant, for total non-cash expense of $103,000.

During the three months ended March 31, 2025, ClearThink converted $45,000 of principal into 4,500,000 shares of common stock. In addition, the Company's transfer agent issued the 14,568,254 shares of common stock due for prior conversions as of December 31, 2024.

During the three months ended March 31, 2025, Coventry converted $104,055 of principal into 10,808,085 shares of common stock.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**ITEM 5. OTHER INFORMATION**

None.f

**ITEM 6. EXHIBITS**

| Exhibit Number | Exhibit Description |
|---|---|
| 3.1 | Amended and Restated Bylaws effective March 4, 2024 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on March 8, 2024) |
| 4.1 | Convertible Amortization Note Issued on February 12, 2024 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on February 16, 2024) |
| 4.2 | Promissory Note dated February 15, 2024 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on March 4, 2024) |
| 4.3 | Senior Convertible Note dated March 25, 2024 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024) |
| 4.4 | Warrant to Purchase Common Stock dated March 25, 2024 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024) |
| 4.5 | Amended and Restated Senior Convertible Note dated March 25, 2024 (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024) |
| 4.6 | Amended and Restated Warrant to Purchase Common Stock dated March 25, 2024 (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024) |
| 4.7 | Convertible Promissory Note issued to Daniel Bates, dated March 11, 2025 |
| 4.8 | Convertible Promissory Note issued to Daniel Bates, dated March 26, 2025 |
| 4.9 | Convertible Amortization Note issued to ClearThink Capital Partners LLC, dated May 13, 2025 |
| 10.1 | Securities Purchase Agreement by and between the Company and Fred Sexton effective January 17, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on January 23, 2024) |
| 10.2 | Securities Purchase Agreement by and between the Company and Clearthink Capital Partners, LLC dated February 12, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on February 16, 2024) |
| 10.3 | STRATA Purchase Agreement by and between the Company and Clearthink Capital Partners, LLC dated February 12, 2024 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on February 16, 2024) |
| 10.4 | Securities Purchase Agreement by and between the Company and Trillium Partners L. dated February 15, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on March 4, 2024) |
| 10.5 | Securities Purchase Agreement dated March 25, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024) |
| 10.6 | Registration Rights Agreement dated March 25, 2024 ((incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024) |
| 10.7 | Securities Purchase Agreement by and between the Company and ClearThink Capital Partners LLC dated May 13, 2025 |
| 10.8 | Revenue Interest Purchase Agreement by and between the Company and Steven Butler, dated April 22, 2025. |
| 10.9 | Revenue Interest Purchase Agreement by and between the Company and Christopher Andrew Crews, dated April 23, 2025. |
| 10.10 | Revenue Interest Purchase Agreement by and between the Company and The Vanneman Family Trust, dated April 24, 2025. |

| | |
|---|---|
| 10.11 | Revenue Interest Purchase Agreement by and between the Company and William Hales, dated April 28, 2025. |
| 10.12 | Revenue Interest Purchase Agreement by and between the Company and MZ Digital LLC, dated May 5, 2025. |
| 31.1* | Certification of Chief Executive Officer, pursuant to Rule 13a-14(a) of the Exchange Act, as enacted by Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith) |
| 31.2* | Certification of Chief Financial Officer, pursuant to Rule 13a-14(a) of the Exchange Act, as enacted by Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith) |
| 32* | Certification of Chief Executive Officer and Chief Financial Officer, pursuant to 18 United States Code Section 1350, as enacted by Section 906 of the Sarbanes-Oxley Act of 2002 |
| 101.INS | Inline XBRL Instance Document. |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document. |
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document. |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document. |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document. |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document. |
| 104 | Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101). |

*Filed herewith

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

| | | |
|---|---|---|
| Date: May 15, 2025 | By: | */s/ Daniel Bates* |
| | Name: | Daniel Bates |
| | Title: | Chief Executive Officer<br>(Principal Executive Officer) |
| Date: May 15, 2025 | By: | */s/ Rachel Boulds* |
| | Name: | Rachel Boulds |
| | Title: | Chief Financial Officer<br>(Principal Financial and Accounting Officer) |

**Exhibit 31.1**

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER**
**PURSUANT TO 18 U.S.C. SECTION 1350,**
**AS ADOPTED PURSUANT TO SECTION 302 OF**
**THE SARBANES-OXLEY ACT OF 2002**

I, Daniel Bates, Chief Executive Officer of Clean Vision Corporation (the "Registrant") certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2025 of the Registrant;

2. Based on my knowledge, this report 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 report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and we have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Dated: May 15, 2025

By:/s/ *Daniel Bates*
Daniel Bates
Chief Executive Officer
(Principal Executive Officer)

**Exhibit 31.2**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**
**PURSUANT TO 18 U.S.C. SECTION 1350,**
**AS ADOPTED PURSUANT TO SECTION 302 OF**
**THE SARBANES-OXLEY ACT OF 2002**

I, Rachel Boulds, Chief Financial Officer of Clean Vision Corporation (the "Registrant") certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2025 of the Registrant;

2. Based on my knowledge, this report 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 report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and we have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Dated: May 15, 2025

By:/s/ *Rachel Boulds*
Rachel Boulds
Chief Financial Officer
(Principal Financial and Accounting Executive)

**Exhibit 32**

**CERTIFICATION PURSUANT TO**
**18 U.S.C. SECTION 1350**
**ADOPTED PURSUANT TO**
**SECTION 906 OF THE SARBANES—OXLEY ACT OF 2002**

In connection with the Quarterly Report of Clean Vision Corporation (the "Company") on Form 10-Q for the three months ended March 31, 2025 as filed with the United States Securities and Exchange Commission on the date hereof (the "Report"), I, Daniel Bates, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Sec.1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that to my knowledge:

(1)The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2)The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: May 15, 2025

By:/s/ *Daniel Bates*
Daniel Bates
Chief Executive Officer
(Principal Executive)

In connection with the Quarterly Report of Clean Vision Corporation (the Company") on Form 10-Q for the three months ended March 31, 2025 as filed with the United States Securities and Exchange Commission on the date hereof (the "Report"), I, Rachel Boulds, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Sec.1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: May 15, 2025

By:/s/ *Rachel Boulds*
Rachel Boulds
Chief Financial Officer
(Principal Financial and Accounting Executive)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Clean Vision Corporation and will be retained by Clean Vision Corporation and furnished to the United States Securities and Exchange Commission or its staff upon request.

**Exhibit 4.7**

**PROMISSORY NOTE**

**Principal Amount: $100,000 Issue Date: March 11, 2025**

**FOR VALUE RECEIVED**, Clean Vision Corporation, a Nevada corporation (the "***Company***"), hereby promises to pay to the order of Daniel Bates. (the "***Payee***"), the principal sum of $100,000 plus interest in on or before March 11, 2026; (the "***Maturity Date***"), in addition to all other amounts provided in this promissory note (this "***Note***").

**1.** **Purchase Price** –Upon execution and delivery of this Note, the sum of $100,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

**(a)** **Interest**. 8.0% per annum on the Face Value

**(b)** **Payment of Principal at Maturity**. The principal of this Note plus accrued and unpaid interest shall be due and payable in cash if this Note is either pre-paid or repaid at maturity. Interest will be accrued and paid in arrears upon the earlier to occur of prepayment or repayment.

**(c)** **Prepayment**. At any time, the Company may pre-pay the Note.

**2.** **Default** - It shall be an event of default ("**Event of Default**"), and the entire unpaid principal of this Note and accrued shall become immediately due and payable upon the occurrence of any of the following events:

**(a)** any failure on the part of the Company to make any payment under this Note when due, and such failure continues for ten (10) days after the due date;

**(b)** the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

**(c)** a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

**(d)** the appointment of a receiver, trustee or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

**(e)** the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

**3.** **Default Interest -** To the extent permitted by law and notwithstanding anything to the contrary, upon the occurrence and during the continuance of an Event of Default, the outstanding principal balance of this Note shall bear interest until paid in full at an increased rate per annum (computed on the basis of a 360-day year, actual days elapsed) equal to ten percent (10%) above the rate of interest required to be paid applicable to this Note.

**4.** **Waiver**

**(a)** The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

**(b)** The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

**(c)** IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

**5.** **Assignment of Note**. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

**6.** **Miscellaneous**.

**(a)** This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

**(b)** Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

**(c)** This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

**(d)** The term "**Payee**" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

**(e)** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 8(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 8(e).

**Payee: Dan Bates** 549 4th Street
Manhattan Beach, CA 90266 Phone: 310-387-7636
E-mail: d.bates@cleanvisioncorp.com

**Company: Clean Vision Corporation**
2006 N Sepulveda Blvd #1051
Manhattan Beach, CA 90266 Phone: 424-835-1845
E-mail: info@cleanvisioncorp.com

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

**(f)** Time is of the essence under this Note.

**(g)** All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "**Maximum Legal Rate**"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

**(h)** The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder action and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

**(i)** **Most-Favored Nation**. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security for borrowed money, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the Payee of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section
8(i). The Payee shall have the types of terms contained in another security that may be more favorable to the Payee of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee, provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

**(j)** **Usury**. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Holder in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Holder with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Holder to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Holder's election.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Note as of the date first set forth above.

**Clean Vision Corp. ("Company")**

Rachel Boulds, CFO

**Agreed To and Accepted By: Dan Bates ("Payee")**

Dan Bates, Authorized Signatory

**Exhibit 4.8**

**PROMISSORY NOTE**

**Principal Amount: $250,000 Issue Date: March 26, 2025**

**FOR VALUE RECEIVED**, Clean Vision Corporation, a Nevada corporation (the "***Company***"), hereby promises to pay to the order of Daniel Bates. (the "***Payee***"), the principal sum of $250,000 plus interest in on or before March 26, 2026; (the "***Maturity Date***"), in addition to all other amounts provided in this promissory note (this "***Note***").

**1.** **Purchase Price** –Upon execution and delivery of this Note, the sum of $250,000 shall be remitted and delivered to, or on behalf of the Company by Payee.

**(a)** **Interest**. 8.0% per annum on the Face Value

**(b)** **Payment of Principal at Maturity**. The principal of this Note plus accrued and unpaid interest shall be due and payable in cash if this Note is either pre-paid or repaid at maturity. Interest will be accrued and paid in arrears upon the earlier to occur of prepayment or repayment.

**(c)** **Prepayment**. At any time, the Company may pre-pay the Note.

**2.** **Default** - It shall be an event of default ("**Event of Default**"), and the entire unpaid principal of this Note and accrued shall become immediately due and payable upon the occurrence of any of the following events:

**(a)** any failure on the part of the Company to make any payment under this Note when due, and such failure continues for ten (10) days after the due date;

**(b)** the Company's commencement (or take any action for the purpose of commencing) of any proceeding under any bankruptcy, or for the reorganization of any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise, or for the readjustment of any of the debts of any of the foregoing parties, under the Federal Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or Federal, for the relief of debtors, now or hereafter existing, by any of the foregoing parties, or against any of the foregoing parties;

**(c)** a proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against such party, or the proceeding is controverted but is not dismissed within thirty (30) days after the commencement thereof;

**(d)** the appointment of a receiver, trustee or custodian for all or substantially all of the assets of the Company, which appointment remains in place for at least one hundred twenty (120) days, the dissolution or liquidation of the Company; or

**(e)** the admission by the Company of its inability to pay its debts as they mature, or an assignment for the benefit of the creditors of the Company.

**3.** **Default Interest -** To the extent permitted by law and notwithstanding anything to the contrary, upon the occurrence and during the continuance of an Event of Default, the outstanding principal balance of this Note shall bear interest until paid in full at an increased rate per annum (computed on the basis of a 360-day year, actual days elapsed) equal to ten percent (10%) above the rate of interest required to be paid applicable to this Note.

**4.** **Waiver**

**(a)** The Company and every endorser or guarantor, if any, of this Note regardless of time, order, or place of signing waive demand, presentment, protest, notice of protest, notice of dishonor with respect to this Note and notices of every kind and assent to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions and to any additions or releases of any other parties or persons primarily or secondarily liable with respect to this Note.

**(b)** The parties hereto agree that a waiver of rights under this Note shall not be deemed to be made by a party hereto unless such waiver shall be in writing, duly signed by the applicable party, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of the parties hereto in any other respect at any other time.

**(c)** IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE COMPANY WAIVES (TO THE FULL EXTENT PERMITTED BY LAW) ALL RIGHT TO A TRIAL BY JURY.

**5.** **Assignment of Note**. The Company may not assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger with or into another corporation) without the prior written consent of Payee. The Note may be assigned at any time by the Payee.

**6.** **Miscellaneous**.

**(a)** This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

**(b)** Subject to the covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

**(c)** This Note and the agreements and documents referred to herein and therein constitute a final written expression of all the terms of the agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties with respect to this Note. If any provision or any word, term, clause, or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

**(d)** The term "**Payee**" shall include the initial party to whom payment is designated to be made and, in the event of an assignment of this Note, the successor assignee or assignees, and, as to each successive additional assignment, such successor assignee or assignees.

**(e)** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to a location outside of the United States of America) or by FedEx, Express Mail, or similar internationally recognized overnight delivery or courier service, or delivered in person or by facsimile, or similar telecommunications equipment, against receipt therefore at the address of such party set forth in this Section 8(e) (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 8(e).

**Payee: Dan Bates** 549 4th Street
Manhattan Beach, CA 90266 Phone: 310-387-7636
E-mail: d.bates@cleanvisioncorp.com

**Company: Clean Vision Corporation**
2006 N Sepulveda Blvd #1051
Manhattan Beach, CA 90266 Phone: 424-835-1845
E-mail: info@cleanvisioncorp.com

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received not later than three (3) business days following the date of sending.

**(f)** Time is of the essence under this Note.

**(g)** All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to the Payee for the use of the money advanced or to be advanced hereunder exceed the maximum rate of interest allowed to be charged under applicable law (the "**Maximum Legal Rate**"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Legal Rate, then the obligation to pay interest hereunder shall be reduced to the Maximum Legal Rate; and if from any circumstance whatsoever, the Payee shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Legal Rate, such amount as would be excessive interest shall be applied to any other indebtedness of the Company to the Payee. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between the Company and the Payee with respect to the indebtedness evidenced hereby.

**(h)** The Company represents and warrants that the issuance of this Note has been duly authorized by all necessary corporate and shareholder action and the execution, delivery and repayment of this Note does not and will not violate any agreement to which it is a party.

**(i)** **Most-Favored Nation**. So long as this Note is outstanding, upon any issuance by the Company or any of its subsidiaries of any new security for borrowed money, with any term that the Payee reasonably believes is more favorable to the Payee of such security or with a term in favor of the Payee of such security that the Payee reasonably believes was not similarly provided to the Payee in this Note, then (i) the Company shall notify the Payee of such additional or more favorable term within one (1) business day of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at Payee's option, shall become a part of the transaction documents with the Payee (regardless of whether the Company complied with the notification provision of this Section
8(i). The Payee shall have the types of terms contained in another security that may be more favorable to the Payee of such security include, but are not limited to, terms addressing conversion discounts, prepayment rate, conversion lookback periods, interest rates, and original issue discounts. If Payee elects to have the term become a part of the transaction documents with the Payee, then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Payee (the "Acknowledgment") within one (1) business day of Company's receipt of request from Payee, provided that Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

**(j)** **Usury**. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Holder in order to enforce any right or remedy under this Note. Notwithstanding any provision to the contrary contained in this Note, it is expressly agreed and provided that the total liability of the Company under this Note for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under this Note exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to this Note is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to this Note from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Holder with respect to indebtedness evidenced by this the Note, such excess shall be applied by the Holder to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Holder's election.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Note as of the date first set forth above.

**Clean Vision Corp. ("Company")**

Rachel Boulds

Rachel Boulds, CFO

**Agreed To and Accepted By: Dan Bates ("Payee")**

Dan Bates, Authorized Signatory

**NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT OR OTHER APPLICABLE EXEMPTION. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.**

**Principal Amount: US$137,500.00 Issue Date: May 13, 2025**
**Purchase Price: US$125,000.00**

## CONVERTIBLE AMORTIZATION NOTE

**FOR VALUE RECEIVED**, **CLEAN VISION CORPORATION**, a Nevada corporation (hereinafter called the "Borrower") (Trading Symbol: CLNV), hereby promises to pay to the order of **CLEARTHINK CAPITAL CAPITAL PARTNERS, LLC**, a Delaware limited liability company, or registered assigns (the "Holder") the sum of US$137,500.00 (the "Principal") together with guaranteed interest (the "Interest") on the Principal balance hereof in the amount of twelve percent (12%) (the "Interest Rate") per calendar year from the date hereof (the "Issue Date"). All Principal and Interest owing hereunder, along with any and all other amounts, shall be due and owing on February 13, 2026 (the "Maturity Date"). A lump-sum interest payment equal to $16,500 shall be immediately due on the Issue Date and shall be added to the principal balance and payable on the Maturity Date or upon acceleration or by prepayment or otherwise, notwithstanding the number of days which the Principal is outstanding. This note (the "Note") shall contain an original issue discount of $12,500.00 resulting in a purchase price of $125,000.00. Unless the Holder of the Note elects to convert into shares, Principal payments shall be made in four (4) installments each in the amount of US$31,250 commencing on the one hundred eightieth ($180^{th}$) daily anniversary following the Issue Date and continuing thereafter each thirty (30) days for four (4) months thereafter. Notwithstanding the forgoing, the final payment of Principal and Interest shall be due on the Maturity Date. This Note may be prepaid in whole or in part as set forth herein. Any amount of Principal or Interest on this Note which is not paid when due shall bear interest at the rate of the lesser of (i) twenty four percent (24%) per annum (which shall be guaranteed and applied to the balance due under the Note upon an Event of Default) and (ii) the maximum amount permitted under law from the due date thereof until the same is paid (the "Default Interest"). All payments due hereunder (to the extent not converted into common stock, no par value per share (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed. Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Securities Purchase Agreement dated the date hereof, pursuant to which this Note was originally issued (the "Purchase Agreement").

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower and will not impose personal liability upon the holder thereof.

The following terms shall also apply to this Note:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right. The Holder shall have the right at any time after the 180th daily anniversary of the Note or following an Event of Default, and ending on the date of payment of the Default Amount (as defined in Article III) pursuant to Section 1.6(a) or Article III, each in respect of the remaining outstanding principal amount of this Note to convert all or any part of the outstanding and unpaid principal, interest, penalties, and all other amounts under this Note into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified at the Conversion Price (as defined below) determined as provided herein (a "Conversion"); provided, however, that in no event shall the Holder be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of the Notes or the unexercised or unconverted portion of any other security of the Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of Common Stock issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso. The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower or Borrower's transfer agent by the Holder in accordance with Section 1.4 below; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower or Borrower's transfer agent before 11:59 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the principal amount of this Note to be converted in such conversion plus (2) at the Holder's option, accrued and unpaid interest, if any, on such principal amount at the interest rates provided in this Note to the Conversion Date, provided however, that the Borrower shall have the right to pay any or all interest in cash plus (3) at the Holder's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) and/or (2) plus (4) at the Holder's option, any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof.

1.2 Conversion Price.

Calculation of Conversion Price. Subject to the adjustments described herein, the conversion price (the "Conversion Price") shall be equal to $0.02 per share (the "Fixed Price"). Provided, however, that in the event the Borrower's Common Stock trades below $0.02 per share for more than five (5) consecutive trading days, then the Fixed Price shall be lowered to equal to $0.01 per share. In the event the Borrower's Common Stock trades below $0.01 per share for more than for more than five (5) consecutive trading days, then the Fixed Price shall be eliminated and the Conversion Price shall reset to the lowest traded price of the default period, and shall be re-adjusted every 21 days the Note remains in default such that if the trading price of the Company's Common Stock is lower 21 days later, the Holder may avail itself of the resulting lower conversion price.. To the extent the Conversion Price of the Borrower's Common Stock closes below the par value per share, the Borrower will take all steps necessary to solicit the consent of the stockholders to reduce the par value to the lowest value possible under law. The Borrower agrees to honor all conversions submitted pending this adjustment. If the shares of the Borrower's Common Stock have not been delivered within three (3) business days to the Borrower or Borrower's transfer agent, the Notice of Conversion may be rescinded. If the Trading Price cannot be calculated for such security on such date in the manner provided above, the Trading Price shall be the fair market value as mutually determined by the Borrower and the holders of a majority in interest of the Notes being converted for which the calculation of the Trading Price is required in order to determine the Conversion Price of such Notes. "Trading Day" shall mean any day on which the Common Stock is tradable for any period on the OTC Pink, OTCQB or on the principal securities exchange or other securities market on which the Common Stock is then being traded. The Borrower shall be responsible for the fees of its transfer agent and all DTC fees associated with any such issuance. Holder shall be entitled to deduct $750.00 from the conversion amount in each Notice of Conversion to cover Holder's deposit fees associated with each Notice of Conversion.

(a) Conversion Price During Major Announcements. Notwithstanding anything contained in Section 1.2(a) to the contrary, in the event the Borrower (i) makes a public announcement that it intends to consolidate or merge with any other corporation (other than a merger in which the Borrower is the surviving or continuing corporation and its capital stock is unchanged) or sell or transfer all or substantially all of the assets of the Borrower or (ii) any person, group or entity (including the Borrower) publicly announces a tender offer to purchase 50% or more of the Borrower's Common Stock (or any other takeover scheme) (the date of the announcement referred to in clause (i) or (ii) is hereinafter referred to as the "Announcement Date"), then the Conversion Price shall, effective upon the Announcement Date and continuing through the Adjusted Conversion Price Termination Date (as defined below), be equal to the lower of (x) the Conversion Price which would have been applicable for a Conversion occurring on the Announcement Date and (y) the Conversion Price that would otherwise be in effect. From and after the Adjusted Conversion Price Termination Date, the Conversion Price shall be determined as set forth in this Section 1.2(a). For purposes hereof, "Adjusted Conversion Price Termination Date" shall mean, with respect to any proposed transaction or tender offer (or takeover scheme) for which a public announcement as contemplated by this Section 1.2(b) has been made, the date upon which the Borrower (in the case of clause (i) above) or the person, group or entity (in the case of clause (ii) above) consummates or publicly announces the termination or abandonment of the proposed transaction or tender offer (or takeover scheme) which caused this Section 1.2(b) to become operative.

(b) Pro Rata Conversion; Disputes. In the event of a dispute as to the number of shares of Common Stock issuable to the Holder in connection with a conversion of this Note, the Borrower shall issue to the Holder the number of shares of Common Stock not in dispute and resolve such dispute in accordance with Section 4.13.

(c) If at any time the Conversion Price as determined hereunder for any conversion would be less than the par value of the Common Stock, then the Conversion Price hereunder shall equal such par value for such conversion and the Conversion Amount for such conversion shall be increased to include Additional Principal, where "Additional Principal" means such additional amount to be added to the Conversion Amount to the extent necessary to cause the number of conversion shares issuable upon such conversion to equal the same number of conversion shares as would have been issued had the Conversion Price not been subject to the minimum price set forth in this Section 1.2(c).

1.3 Authorized Shares. The Borrower covenants that during the period while any outstanding balance is owing hereunder, the Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of Common Stock upon the full conversion of this Note. The Borrower is required at all times to have authorized and reserved two (2) times the number of shares that is actually issuable upon full conversion of the Note (based on the Conversion Price of the Notes in effect from time to time) initially **10,000,000** shares (the "Reserved Amount"). The Reserved Amount shall be increased from time to time in accordance with the Borrower's obligations pursuant to Section 3(d) of the Purchase Agreement. The Borrower represents that upon issuance, such shares will be duly and validly issued, fully paid and non-assessable. In addition, if the Borrower shall issue any securities or make any change to its capital structure which would change the number of shares of Common Stock into which the Notes shall be convertible at the then current Conversion Price, the Borrower shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of the outstanding Notes. The Borrower (i) acknowledges that it has irrevocably instructed its transfer agent to issue certificates for the Common Stock issuable upon conversion of this Note, and (ii) agrees that its issuance of this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for shares of Common Stock in accordance with the terms and conditions of this Note. Notwithstanding the foregoing, in no event shall the Reserved Amount be lower than the initial Reserved Amount, regardless of any prior conversions.

1.4 Method of Conversion.

(a) Mechanics of Conversion. Subject to Section 1.1, this Note may be converted by the Holder in whole or in part at any time from time to time after an Event of Default, by (A) submitting to the Borrower or Borrower's transfer agent a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 11:59 p.m., New York, New York time) and (B) subject to Section 1.4(b), surrendering this Note at the principal office of the Borrower.

(b) Surrender of Note Upon Conversion. Notwithstanding anything to the contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid principal amount of this Note is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion. In the event of any dispute or discrepancy, such records of the Borrower shall, *prima facie,* be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of this Note is converted as aforesaid, the Holder may not transfer this Note unless the Holder first physically surrenders this Note to the Borrower, whereupon the Borrower will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, representing in the aggregate the remaining unpaid principal amount of this Note. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note represented by this Note may be less than the amount stated on the face hereof.

(c) Payment of Taxes. The Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of this Note in a name other than that of the Holder (or in street name), and the Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof shall have paid to the Borrower the amount of any such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

(d) Delivery of Common Stock Upon Conversion. Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.4, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (the "Deadline") (and, solely in the case of conversion of the entire unpaid principal amount hereof, surrender of this Note) in accordance with the terms hereof and the Purchase Agreement.

(e) Obligation of Borrower to Deliver Common Stock. Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Article I, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion. The Conversion Date specified in the Notice of Conversion shall be the Conversion Date so long as the Notice of Conversion is received by the Borrower before 11:59 p.m., New York, New York time, on such date.

(f) Delivery of Common Stock by Electronic Transfer. In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder and its compliance with the provisions contained in Section 1.1 and in this Section 1.4, the Borrower shall use its commercially reasonable best efforts to cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal At Custodian ("DWAC") system.

(g) DTC Eligibility & Market Loss. If the Borrower fails to maintain its status as "DTC Eligible" for any reason, the principal amount of the Note shall increase by Fifteen Thousand and No/100 United States Dollars ($15,000) (under Holder's and Borrower's expectation that any principal amount increase will tack back to the Issue Date).

(h) Failure to Deliver Common Stock Prior to Delivery Deadline. Without in any way limiting the Holder's right to pursue other remedies, including actual damages and/or equitable relief, the parties agree that if delivery of the Common Stock issuable upon conversion of this Note is not delivered by the Deadline (other than a failure due to the circumstances described in Section 1.3 above, which failure shall be governed by such Section) the Borrower shall pay to the Holder $2,000 per day in cash, for each day beyond the Deadline that the Borrower fails to deliver such Common Stock until the Borrower issues and delivers a certificate to the Holder or credit the Holder's balance account with OTC for the number of shares of Common Stock to which the Holder is entitled upon such Holder's conversion of any Conversion Amount (under Holder's and Borrower's expectation that any damages will tack back to the Issue Date).

Such cash amount shall be paid to Holder by the fifth day of the month following the month in which it has accrued or, at the option of the Holder (by written notice to the Borrower by the first day of the month following the month in which it has accrued), shall be added to the principal amount of this Note, in which event interest shall accrue thereon in accordance with the terms of this Note and such additional principal amount shall be convertible into Common Stock in accordance with the terms of this Note. The Borrower agrees that the right to convert is a valuable right to the Holder. The damages resulting from a failure, attempt to frustrate, interference with such conversion rights are difficult if not impossible to qualify. Accordingly, the parties acknowledge that the liquidated damages provision contained in this Section 1.4(h) are justified.

(i) Rescindment of a Notice of Conversion. If (i) the Borrower fails to respond to Holder within one (1) business day from the Conversion Date confirming the details of Notice of Conversion, (ii) the Borrower fails to provide any of the shares of the Borrower's Common Stock requested in the Notice of Conversion within three (3) business days from the date of receipt of the Note of Conversion, (iii) the Holder is unable to procure a legal opinion required to have the shares of the Borrower's Common Stock issued unrestricted and/or deposited to sell for any reason related to the Borrower's standing, (iv) the Holder is unable to deposit the shares of the Borrower's Common Stock requested in the Notice of Conversion for any reason related to the Borrower's standing, (v) at any time after a missed Deadline, at the Holder's sole discretion, or (vi) if OTC Markets changes the Borrower's designation to 'Limited Information' (Yield), 'No Information' (Stop Sign), 'Caveat Emptor' (Skull & Crossbones), 'OTC', 'Other OTC' or 'Grey Market' (Exclamation Mark Sign) or other trading restriction on the day of or any day after the Conversion Date, the Holder maintains the option and sole discretion to rescind the Notice of Conversion ("Rescindment") with a "Notice of Rescindment."

1.5 Concerning the Shares. The shares of Common Stock issuable upon conversion of this Note may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement under the Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (iii) such shares are sold or transferred pursuant to Rule 144 under the Act (or a successor rule) ("Rule 144") or other applicable exemption or (iv) such shares are transferred to an "affiliate" (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section 1.5 and who is an Accredited Investor (as defined in the Purchase Agreement). Except as otherwise provided in the Purchase Agreement (and subject to the removal provisions set forth below), until such time as the shares of Common Stock issuable upon conversion of this Note have been registered under the Act or otherwise may be sold pursuant to Rule 144 or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for shares of Common Stock issuable upon conversion of this Note that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

**"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT OR OTHER APPLICABLE EXEMPTION. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."**

The legend set forth above shall be removed and the Borrower shall issue to the Holder a new certificate therefore free of any transfer legend if (i) the Borrower or its transfer agent shall have received an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Common Stock may be made without registration under the Act, which opinion shall be reasonably accepted by the Borrower so that the sale or transfer is effected or (ii) in the case of the Common Stock issuable upon conversion of this Note, such security is registered for sale by the Holder under an effective registration statement filed under the Act or otherwise may be sold pursuant to Rule 144 or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold. In the event that the Borrower does not accept the opinion of counsel provided by the Buyer with respect to the transfer of Securities pursuant to an exemption from registration, such as Rule 144 or Regulation S, at the Deadline, it will be considered an Event of Default pursuant to Section 3.2 of the Note.

1.6 Effect of Certain Events.

(a) Effect of Merger, Consolidation, Etc. At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, the effectuation by the Borrower of a transaction or series of related transactions in which more than 50% of the voting power of the Borrower is disposed of, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall either: (i) be deemed to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III) or (ii) be treated pursuant to Section 1.6(b) hereof. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not affect any transaction described in this Section 1.6(b) unless (a) it first gives, to the extent practicable, thirty (30) days prior written notice (but in any event at least fifteen (15) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Section 1.6(b). The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution. If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(d) Purchase Rights. If, at any time when any Notes are issued and outstanding, the Borrower issues any convertible securities or rights to purchase stock, warrants, securities or other property (the "Purchase Rights") pro rata to the record holders of any class of Common Stock, then the Holder of this Note will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion contained herein) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(e) Notice of Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.6, the Borrower, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to the Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Borrower shall, upon the written request at any time of the Holder, furnish to such Holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note.

1.7 Status as Shareholder. Upon submission of a Notice of Conversion by a Holder, (i) the shares covered thereby (other than the shares, if any, which cannot be issued because their issuance would exceed such Holder's allocated portion of the Reserved Amount or Maximum Share Amount) shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a Holder of such converted portion of this Note shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Borrower to comply with the terms of this Note. Notwithstanding the foregoing, if a Holder has not received certificates for all shares of Common Stock prior to the tenth (10th) business day after the expiration of the Deadline with respect to a conversion of any portion of this Note for any reason, then (unless the Holder otherwise elects to retain its status as a holder of Common Stock by so notifying the Borrower) the Holder shall regain the rights of a Holder of this Note with respect to such unconverted portions of this Note and the Borrower shall, as soon as practicable, return such unconverted Note to the Holder or, if the Note has not been surrendered, adjust its records to reflect that such portion of this Note has not been converted. In all cases, the Holder shall retain all of its rights and remedies (including, without limitation, (i) the right to receive Conversion Default Payments pursuant to Section 1.3 to the extent required thereby for such Conversion Default and any subsequent Conversion Default and (ii) the right to have the Conversion Price with respect to subsequent conversions determined in accordance with Section 1.3) for the Borrower's failure to convert this Note.

1.8 Prepayment. The Note may be prepaid without penalty.

## ARTICLE II. CERTAIN COVENANTS

2.1 Distributions on Capital Stock. So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock except for distributions pursuant to any shareholders' rights plan which is approved by a majority of the Borrower's disinterested directors.

2.2 Most Favored Nations. Beginning on the Issuance Date of the Note and so long as the Borrower shall have any obligation under this Note, the Conversion Price and other terms will be adjusted on a ratchet basis if the Company offers a more favorable term such as Conversion Price, Interest Rate, (whether through a straight discount or in combination with an original issue discount) or other more favorable term to another party.

2.3 Borrowings. So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, create, incur, assume guarantee, endorse, contingently agree to purchase or otherwise become liable upon the obligation of any person, firm, partnership, joint venture or corporation, except by the endorsement of negotiable instruments for deposit or collection, or suffer to exist any liability for borrowed money, except (a) borrowings in existence or committed on the date hereof and of which the Borrower has informed Holder in writing prior to the date hereof, (b) indebtedness to trade creditors financial institutions or other lenders incurred in the ordinary course of business or (c) borrowings, the proceeds of which shall be used to repay this Note.

2.4 Sale of Assets. So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, sell, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business. Any consent to the disposition of any assets shall be conditioned on a specified use of the proceeds towards the repayment of this Note.

2.5 Advances and Loans. So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, lend money, give credit or make advances to any person, firm, joint venture or corporation, including, without limitation, officers, directors, employees, subsidiaries and affiliates of the Borrower, except loans, credits or advances (a) in existence or committed on the date hereof and which the Borrower has informed Holder in writing prior to the date hereof, (b) made in the ordinary course of business or (c) not in excess of $100,000.

2.6 Section 3(a)(9) or 3(a)(10) Transaction. So long as this Note is outstanding, the Borrower shall not enter into any transaction or arrangement structured in accordance with, based upon, or related or pursuant to, in whole or in part, either Section 3(a)(9) of the Securities Act (a "3(a)(9) Transaction") or Section 3(a)(l0) of the Securities Act (a "3(a)(l0) Transaction"). In the event that the Borrower does enter into, or makes any issuance of Common Stock related to a 3(a)(9) Transaction or a 3(a)(l0) Transaction while this note is outstanding, a liquidated damages charge of 25% of the outstanding principal balance of this Note, but not less than Fifteen Thousand Dollars $15,000, will be assessed and will become immediately due and payable to the Holder at its election in the form of cash payment or addition to the balance of this Note.

2.7 Preservation of Existence, etc. The Borrower shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries (other than dormant Subsidiaries that have no or minimum assets) to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary.

2.8 Non-circumvention. The Borrower hereby covenants and agrees that the Borrower will not, by amendment of its Certificate or Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, and will at all times in good faith carry out all the provisions of this Note and take all action as may be required to protect the rights of the Holder.

## ARTICLE III. EVENTS OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

3.1 Failure to Pay Principal or Interest. The Borrower fails to pay the principal hereof or interest thereon when due on this Note, whether at maturity, upon acceleration or otherwise.

3.2 Conversion and the Shares. The Borrower (i) fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note, (ii) fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, (iii) directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, (iv) fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion, (v) fails to remain current in its obligations to its transfer agent, (vi) causes a conversion of this Note is delayed, hindered or frustrated due to a balance owed by the Borrower to its transfer agent, (vii) fails to repay Holder, within forty eight (48) hours of a demand from the Holder, any amount of funds advanced by Holder to Borrower's transfer agent in order to process a conversion, (viii) fails to reserve sufficient amount of shares of common stock to satisfy the Reserved Amount at all times, (ix) fails to provide a Rule 144 opinion letter from the Borrower's legal counsel to the Holder, covering the Holder's resale into the public market of the respective conversion shares under this Note, within two (2) business days of the Holder's submission of a Notice of Conversion to the Borrower (provided that the Holder must request the opinion from the Borrower at the time that Holder submits the respective Notice of Conversion and the date of the respective Notice of Conversion must be on or after the date which is six (6) months after the date that the Holder funded the Purchase Price under this Note), and/or (x) an exemption under Rule 144 is unavailable for the Holder's deposit into Holder's brokerage account and resale into the public market of any of the conversion shares under this Note at any time after the date which is six (6) months after the date that the Holder funded the Purchase Price under this Note.

3.3 Failure to Deliver Transaction Expense Amount. The Borrower fails to deliver the Transaction Expense Amount (as defined in the Purchase Agreement) to the Holder within three (3) business days of the date such amount is due.

3.4 Breach of Covenants. The Borrower breaches any material covenant or other material term or condition contained in this Note and any collateral documents including but not limited to the Purchase Agreement and such breach continues for a period of five (5) days after written notice thereof to the Borrower from the Holder.

3.5 Breach of Representations and Warranties. Any representation or warranty of the Borrower made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Purchase Agreement), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.6 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors or commence proceedings for its dissolution, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed for the Borrower or for a substantial part of its property or business without its consent and shall not be discharged within sixty (60) days after such appointment.

3.7 Judgments. Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other assets for more than $50,000, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

3.8 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower, or the Borrower admits in writing its inability to pay its debts generally as they mature, or have filed against it an involuntary petition for bankruptcy relief, all under federal or state laws as applicable or the Borrower admits in writing its inability to pay its debts generally as they mature, or have filed against it an involuntary petition for bankruptcy relief, all under international, federal or state laws as applicable.

3.9 Delisting of Common Stock. The Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC Pink, OTCQB, Nasdaq National Market, Nasdaq Small Cap Market, New York Stock Exchange, NYSE MKT, or an equivalent replacement exchange.

3.10 Failure to Comply with the Exchange Act. The Borrower shall fail to comply with the reporting requirements of the Exchange Act (including but not limited to becoming delinquent in its filings); and/or the Borrower shall cease to be subject to the reporting requirements of the Exchange Act. To the extent the failure to comply with the provisions of the Exchange Act is due to the Company becoming delinquent in its filings, the Company shall be granted a 30 day grace period for each such delinquency.

3.11 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.12 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.13 Maintenance of Assets. The failure by Borrower to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future), or any disposition or conveyance of any material asset of the Borrower.

3.14 Financial Statement Restatement. The restatement of any financial statements filed by the Borrower with the SEC for any date or period from two years prior to the Issue Date of this Note and until this Note is no longer outstanding, if the result of such restatement would, by comparison to the un-restated financial statement, have constituted a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement. The foregoing shall be inapplicable if the restatement is not due to any act(s) by the Borrower, but rather is an issue of the Borrower's auditor choosing to use a different accounting method then was originally reported.

3.15 Reverse Splits. The Borrower effectuates a reverse split of its Common Stock without twenty (20) days prior written notice to the Holder.

3.16 Replacement of Transfer Agent. In the event that the Borrower proposes to replace its transfer agent, the Borrower fails to provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in a form as initially delivered pursuant to the Purchase Agreement (including but not limited to the provision to irrevocably reserve shares of Common Stock in the Reserved Amount) signed by the successor transfer agent to Borrower and the Borrower.

3.17 Cessation of Trading. Any cessation of trading of the Common Stock on at least one of the OTC Pink, OTCQB, Nasdaq National Market, Nasdaq Small Cap Market, New York Stock Exchange, NYSE MKT, or an equivalent replacement exchange, and such cessation of trading shall continue for a period of five consecutive (5) Trading Days.

3.18 Cross-Default. Notwithstanding anything to the contrary contained in this Note or the other related or companion documents, a breach or default by the Borrower of any covenant or other term or condition contained in any of the Other Agreements (as defined herein), after the passage of all applicable notice and cure or grace periods, shall, at the option of the Holder, be considered a default under this Note and the Other Agreements, in which event the Holder shall be entitled (but in no event required) to apply all rights and remedies of the Holder under the terms of this Note and the Other Agreements by reason of a default under said Other Agreement or hereunder. "Other Agreements" means, collectively, all agreements and instruments between, among or by: (1) the Borrower, and, or for the benefit of, (2) the Holder (and any affiliate of the Holder) or any other third party, including, without limitation, promissory notes; provided, however, the term "Other Agreements" shall not include the agreements and instruments defined as the Documents. Each of the loan transactions will cross-default with each other loan transaction and with all other existing and future debt of Borrower to the Holder.

3.19 Bid Price. The Borrower shall lose the "bid" price for its Common Stock ($0.0001 on the "Ask" with zero market makers on the "Bid" per Level 2) and/or a market (including the OTC Pink, OTCQB or an equivalent replacement exchange).

3.20 OTC Markets Designation. OTC Markets changes the Borrower's designation to 'Caveat Emptor' (Skull and Crossbones), or 'OTC', 'Other OTC' or 'Grey Market' (Exclamation Mark Sign).

3.21 Inside Information. Any attempt by the Borrower or its officers, directors, and/or affiliates to transmit, convey, disclose, or any actual transmittal, conveyance, or disclosure by the Borrower or its officers, directors, and/or affiliates of, material non-public information concerning the Borrower, to the Holder or its successors and assigns, which is not immediately cured by Borrower's filing of a Form 8-K pursuant to Regulation FD on that same date.

3.22 Unavailability of Rule 144. If, at any time on or after the date which is six (6) months after the Issue Date, the Holder is unable to (i) obtain a standard "144 legal opinion letter" from an attorney reasonably acceptable to the Holder, the Holder's brokerage firm (and respective clearing firm), and the Borrower's transfer agent in order to facilitate the Holder's conversion of any portion of the Note into free trading shares of the Borrower's Common Stock pursuant to Rule 144, and (ii) thereupon deposit such shares into the Holder's brokerage account.

3.23 Delisting or Suspension of Trading of Common Stock. If, at any time on or after the Issue Date, the Borrower's Common Stock (i) is suspended from trading, (ii) halted from trading, and/or (iii) fails to be quoted or listed (as applicable) on any level of the OTC Markets, any tier of the NASDAQ Stock Market, the New York Stock Exchange, or the NYSE American.

UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT SPECIFIED IN SECTION 3 OF THIS NOTE, THE NOTE SHALL BECOME IMMEDIATELY AND AUTOMATICALLY DUE AND PAYABLE WITHOUT DEMAND, PRESENTMENT, OR NOTICE AND THE BORROWER SHALL PAY TO THE HOLDER, IN FULL SATISFACTION OF ITS OBLIGATIONS HEREUNDER, AN AMOUNT EQUAL TO: (A) IN THE EVENT OF AN OCCURRENCE OF ANY EVENT OF DEFAULT, THE THEN OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE PLUS (X) ACCRUED AND UNPAID INTEREST ON THE UNPAID PRINCIPAL AMOUNT OF THIS NOTE TO THE DATE OF PAYMENT (THE "MANDATORY PREPAYMENT DATE") PLUS (Y) DEFAULT INTEREST, IF ANY, ON THE AMOUNTS REFERRED TO IN CLAUSES (W) AND/OR (X) PLUS (Z) ANY AMOUNTS OWED TO THE HOLDER PURSUANT TO SECTIONS 1.3 AND 1.4(G) HEREOF, MULTIPLED BY ONE POINT FIVE (150%).

The Holder shall have the right at any time after an Event of Default occurs under this Note to require the Borrower, to immediately issue, in lieu of the Default Amount and/or Default Sum, the number of shares of Common Stock of the Borrower equal to the Default Amount and/or Default Sum divided by the Conversion Price then in effect, pursuant to the terms of this Note (including but not limited to any beneficial ownership limitations contained herein). This requirement by the Borrower shall automatically apply upon the occurrence of an Event of Default without the need for any party to give any notice or take any other action.

If the Holder shall commence an action or proceeding to enforce any provisions of this Note, including, without limitation, engaging an attorney, then if the Holder prevails in

such action, the Holder shall be reimbursed by the Borrower for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, electronic mail, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by electronic mail or facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:

CLEAN VISION CORPORATION
2711 N. Sepulveda Blvd. Suite 1051
Manhattan Beach, CA 90266
E-mail: d.bates@cleanvisioncorp.com
Attn: Daniel Louis Bates, CEO

If to the Holder:

CLEARTHINK CAPITAL PARTNERS, LLC
210 West 77th Street, #7W
New York, NY 10024

4.3 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument (and the other Notes issued pursuant to the Purchase Agreement) as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns and shall inure to be the benefit of the Holder and its successors and assigns. Neither the Borrower nor the Holder shall assign this Note or any rights or obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, the Holder may assign its rights hereunder to any "accredited investor" (as defined in Rule 501(a) of the 1933 Act) in a private transaction from the Holder or to any of its "affiliates", as that term is defined under the 1934 Act, without the consent of the Borrower. Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note represented by this Note may be less than the amount stated on the face hereof.

4.5 Cost of Collection. If default is made in the payment of this Note, the Borrower shall pay the Holder hereof reasonable costs of collection, including reasonable attorneys' fees.

4.6 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of Nevada or in the federal courts located in the state Nevada and county or city of either Washoe County, Nevada or Clark County, Nevada. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. **THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY**. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

4.7 Certain Amounts. Whenever pursuant to this Note the Borrower is required to pay an amount in excess of the outstanding principal amount (or the portion thereof required to be paid at that time) plus accrued and unpaid interest plus Default Interest on such interest, the Borrower and the Holder agree that the actual damages to the Holder from the receipt of cash payment on this Note may be difficult to determine and the amount to be so paid by the Borrower represents stipulated damages and not a penalty and is intended to compensate the Holder in part for loss of the opportunity to convert this Note and to earn a return from the sale of shares of Common Stock acquired upon conversion of this Note at a price in excess of the price paid for such shares pursuant to this Note. The Borrower and the Holder hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holder from the receipt of a cash payment without the opportunity to convert this Note into shares of Common Stock.

4.8 Purchase Agreement. By its acceptance of this Note, each party agrees to be bound by the applicable terms of the Purchase Agreement.

4.9 Notice of Corporate Events. Except as otherwise provided below, the Holder of this Note shall have no rights as a Holder of Common Stock unless and only to the extent that it converts this Note into Common Stock. The Borrower shall provide the Holder with prior notification of any meeting of the Borrower's shareholders (and copies of proxy materials and other information sent to shareholders). In the event of any taking by the Borrower of a record of its shareholders for the purpose of

determining shareholders who are entitled to receive payment of any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire (including by way of merger, consolidation, reclassification or recapitalization) any share of any class or any other securities or property, or to receive any other right, or for the purpose of determining shareholders who are entitled to vote in connection with any proposed sale, lease or conveyance of all or substantially all of the assets of the Borrower or any proposed liquidation, dissolution or winding up of the Borrower, the Borrower shall mail a notice to the Holder, at least twenty (20) days prior to the record date specified therein (or thirty (30) days prior to the consummation of the transaction or event, whichever is earlier), of the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other event, and a brief statement regarding the amount and character of such dividend, distribution, right or other event to the extent known at such time. The Borrower shall make a public announcement of any event requiring notification to the Holder hereunder substantially simultaneously with the notification to the Holder in accordance with the terms of this Section 4.9 including, but not limited to, name changes, recapitalizations, etc. as soon as possible under law.

4.10 Usury. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable provision shall automatically be revised to equal the maximum rate of interest or other amount deemed interest permitted under applicable law. The Borrower covenants (to the extent that it may lawfully do so) that it will not seek to claim or take advantage of any law that would prohibit or forgive the Borrower from paying all or a portion of the principal or interest on this Note.

4.11 Remedies. The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required. No provision of this Note shall alter or impair the obligation of the Borrower, which is absolute and unconditional, to pay the principal of, and interest on, this Note at the time, place, and rate, and in the form, herein prescribed.

4.12 Severability. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

4.13 Dispute Resolution. In the case of a dispute as to the determination of the Conversion Price, Conversion Amount, any prepayment amount or Default Amount, Default Sum, Closing or Maturity Date, the closing bid price, or fair market value (as the case may be) or the arithmetic calculation of the Conversion Price or the applicable prepayment amount(s) (as the case may be), the Borrower or the Holder shall submit the disputed determinations or arithmetic calculations via facsimile (i) within two (2) Business Days after receipt of the applicable notice giving rise to such dispute to the Borrower or the Holder or (ii) if no notice gave rise to such dispute, at any time after the Holder learned of the circumstances giving rise to such dispute. If the Holder and the Borrower are unable to agree upon such determination or calculation within two (2) Business Days of such disputed determination or arithmetic calculation (as the case may be) being submitted to the Borrower or the Holder, then the Borrower shall, within two (2) Business Days, submit via facsimile (a) the disputed determination of the Conversion Price, the closing bid price, the or fair market value (as the case may be) to an independent, reputable investment bank selected by the Borrower and approved by the Holder or (b) the disputed arithmetic calculation of the Conversion Price, Conversion Amount, any prepayment amount or Default Amount, Default Sum to an independent, outside accountant selected by the Holder that is reasonably acceptable to the Borrower. The Borrower shall cause at its expense the investment bank or the accountant to perform the determinations or calculations and notify the Borrower and the Holder of the results no later than ten (10) Business Days from the time it receives such disputed determinations or calculations. Such investment bank's or accountant's determination or calculation shall be binding upon all parties absent demonstrable error.

[signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer as of the date first above written.

**CLEAN VISION CORPORATION**

By: _____
Name: Daniel Louis Bates
Title: CEO

EXHIBIT A
NOTICE OF CONVERSION

The undersigned hereby elects to convert $_____principal amount of the Note (defined below) together with $_____ of accrued and unpaid interest thereto, totaling $_____ into that number of shares of Common Stock to be issued pursuant to the conversion of the Note ("Common Stock") as set forth below, of CLEAN VISION CORPORATION, a Nevada corporation (the "Borrower"), according to the conditions of the convertible note of the Borrower dated as of _____ (the "Note"), as of the date written below. No fee will be charged to the Holder for any conversion, except for transfer taxes, if any.

Box Checked as to applicable instructions:

[ ] The Borrower shall electronically transmit the Common Stock issuable pursuant to this Notice of Conversion to the account of the undersigned or its nominee with DTC through its Deposit Withdrawal At Custodian system ("DWAC Transfer").

Name of DTC Prime Broker:
Account Number:

[ ] The undersigned hereby requests that the Borrower issue a certificate or certificates for the number of shares of Common Stock set forth below (which numbers are based on the Holder's calculation attached hereto) in the name(s) specified immediately below or, if additional space is necessary, on an attachment hereto:

Name: [NAME]
Address: [ADDRESS]

Date of Conversion: _____
Applicable Conversion Price: $_____
Number of Shares of Common Stock to be Issued
Pursuant to Conversion of the Notes: _____
Amount of Principal Balance Due remaining
Under the Note after this conversion: _____
Accrued and unpaid interest remaining: _____

[HOLDER]

By: _____
Name: [NAME]
Title: [TITLE]
Date: [DATE]

**Exhibit 10.7**

**SECURITIES PURCHASE AGREEMENT**

This **SECURITIES PURCHASE AGREEMENT** (the "Agreement"), dated as of May 13, 2025, by and between **CLEAN VISION CORPORATION.**, a Nevada corporation, with headquarters located at 2711 N. Sepulveda Blvd. Suite #1051, Manhattan Beach, CA 90266 (the "Company") and **CLEARTHINK CAPITAL PARTNERS, LLC**, with its address at 210 West 77th Street 7W, New York, NY 10024, (the "Buyer").

**WHEREAS**:

A. The Company and the Buyer are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "1933 Act");

B. Buyer desires to purchase and the Company desires to issue and sell, upon the terms and conditions set forth in this Agreement a 12% convertible notes of the Company, in the forms attached hereto as Exhibit A (the "Note") in the principal amount of $137.500 (containing an original issue discount of $12,500.00 such that the purchase price of the note shall be $125,000.00) (together with any note(s) issued in replacement thereof or as a dividend thereon or otherwise with respect thereto in accordance with the terms thereof, the "Note") convertible into shares of common stock, of the Company (the "Common Stock"), upon the terms and subject to the limitations and conditions set forth in each Note. Each Note shall be paid for by the Buyer as set forth herein.

C. The Buyer wishes to purchase, upon the terms and conditions stated in this Agreement, such principal amount of the Note as is set forth immediately below its name on the signature pages hereto; and

**NOW THEREFORE**, the Company and the Buyer severally (and not jointly) hereby agree as follows:

1. Purchase and Sale of the Note.

a. Purchase of the Note. On the Closing Date (as defined below), the Company shall issue and sell to the Buyer and the Buyer agrees to purchase from the Company such principal amount of the Note as is set forth immediately below the Buyer's name on the signature pages hereto.

b. Form of Payment. On the Closing Date (as defined below), (i) the Buyer shall remit the purchase price for the Note to be issued and sold to it at the Closing (as defined below) (the "Purchase Price") by wire transfer of immediately available funds to the Company, in accordance with the Company's written wiring instructions, against delivery of the Note in the principal amount equal to the Purchase Price as is set forth immediately below the Buyer's name on the signature pages hereto, and (ii) the Company shall deliver such duly executed Note on behalf of the Company, to the Buyer, against delivery of such Purchase Price.

c. Closing Date. The date and time of the issuance and sale of the Note pursuant to this Agreement (the "Closing Date") and shall be on or about May 13, 2025.

2. Buyer's Representations and Warranties. The Buyer represents and warrants to the Company that:

a. Investment Purpose. As of the date hereof, the Buyer is purchasing the Note and the shares of Common Stock issuable upon conversion of or otherwise pursuant to the Note, such shares of Common Stock being collectively referred to herein as the "Conversion Shares" and, collectively with the Note, the "Securities") for its own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the 1933 Act; provided, however, that by making the representations herein, the Buyer does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act.

b. Accredited Investor Status. The Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor").

c. Reliance on Exemptions. The Buyer understands that the Securities are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and the Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of the Buyer to acquire the Securities.

d. Information. The Buyer and its advisors, if any, have been, and for so long as the Note remain outstanding will continue to be, furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by the Buyer or its advisors. The Buyer and its advisors, if any, have been, and for so long as the Note remain outstanding will continue to be, afforded the opportunity to ask questions of the Company. Notwithstanding the foregoing, the Company has not disclosed to the Buyer any material nonpublic information and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to the Buyer. Neither such inquiries nor any other due diligence investigation conducted by Buyer or any of its advisors or representatives shall modify, amend or affect Buyer's right to rely on the Company's representations and warranties contained in Section 3 below. The Buyer understands that its investment in the Securities involves a significant degree of risk. The Buyer is not aware of any facts that may constitute a breach of any of the Company's representations and warranties made herein.

e. Governmental Review. The Buyer understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Securities.

f. Transfer or Re-sale. The Buyer understands that (i) the sale or re-sale of the Securities has not been and is not being registered under the 1933 Act or any applicable state securities laws, and the Securities may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the 1933 Act, (b) the Buyer shall have delivered to the Company, at the cost of the Buyer, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by the Company,(c) the Securities are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the 1933 Act (or a successor rule) ("Rule 144") of the Buyer who agrees to sell or otherwise transfer the Securities only in accordance with this Section 2(f) and who is an Accredited Investor, (d) the Securities are sold pursuant to Rule 144, or (e) the Securities are sold pursuant to Regulation S under the 1933 Act (or a successor rule) ("Regulation S"), and the Buyer shall have delivered to the Company, at the cost of the Buyer, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Securities made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Securities under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Securities may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

g. Legends. The Buyer understands that the Note and, until such time as the Conversion Shares have been registered under the 1933 Act may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Conversion Shares may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Securities):

**"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."**

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of any Security upon which it is stamped, if, unless otherwise required by applicable state securities laws, (a) such Security is registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) such holder provides the Company with an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Security may be made without registration under the 1933 Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. The Buyer agrees to sell all Securities, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any. In the event that the Company does not accept the opinion of counsel provided by the Buyer with respect to the transfer of Securities pursuant to an exemption from registration, such as Rule 144 or Regulation S, within 2 business days, it will be considered an Event of Default under the Note.

h. Authorization; Enforcement. This Agreement has been duly and validly authorized. This Agreement has been duly executed and delivered on behalf of the Buyer, and this Agreement constitutes a valid and binding agreement of the Buyer enforceable in accordance with its terms.

i. Residency. The Buyer is a resident of the jurisdiction set forth immediately below the Buyer's name on the signature pages hereto.

j. No Short Sales. Buyer/Holder, its successors and assigns, agree that so long as the Note remains outstanding, the Buyer/Holder shall not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a short position with respect to the Common Stock of the Company. The Company acknowledges and agrees that upon delivery of a Conversion Notice by the Buyer/Holder, the Buyer/Holder immediately owns the shares of Common Stock described in the Conversion Notice and any sale of those shares issuable under such Conversion Notice would not be considered short sales.

3. Representations and Warranties of the Company. The Company represents and warrants to the Buyer that:

a. Organization and Qualification. The Company and each of its subsidiaries, if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted.

b. Authorization; Enforcement. (i) The Company has all requisite corporate power and authority to enter into and perform this Agreement, the Note and to consummate the transactions contemplated hereby and thereby and to issue the Securities, in accordance with the terms hereof and thereof, (ii) the execution and delivery of this Agreement, the Note by the Company and the consummation by it of the transactions contemplated hereby and thereby (including without limitation, the issuance of the Note and the issuance and reservation for issuance of the Conversion Shares issuable upon conversion or exercise thereof) have been duly authorized by the Company's Board of Directors and no further consent or authorization of the Company, its Board of Directors, or its shareholders is required, (iii) this Agreement has been duly executed and delivered by the Company by its authorized representative, and such authorized representative is the true and official representative with authority to sign this Agreement and the other documents executed in connection herewith and bind the Company accordingly, and (iv) this Agreement constitutes, and upon execution and delivery by the Company of the Note, each of such instruments will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

c. Issuance of Shares. The Conversion Shares are duly authorized and reserved for issuance and, upon conversion of the Note in accordance with its respective terms, will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Company and will not impose personal liability upon the holder thereof.

d. Acknowledgment of Dilution. The Company understands and acknowledges the potentially dilutive effect to the Common Stock upon the issuance of the Conversion Shares upon conversion of the Note. The Company further acknowledges that its obligation to issue Conversion Shares upon conversion of the Note in accordance with this Agreement, the Note is absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other shareholders of the Company.

e. No Conflicts. The execution, delivery and performance of this Agreement, the Note by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance and reservation for issuance of the Conversion Shares) will not (i) conflict with or result in a violation of any provision of the Certificate of Incorporation or By-laws, or (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both could become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture, patent, patent license or instrument to which the Company or any of its subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and regulations of any self-regulatory organizations to which the Company or its securities are subject) applicable to the Company or any of its subsidiaries or by which any property or asset of the Company or any of its subsidiaries is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a material adverse effect). All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof. The Company is not in violation of the listing requirements of the OTC marketplace (the "OTC MARKETS") and does not reasonably anticipate that the Common Stock will be delisted by the OTC Markets in the foreseeable future, nor are the Company's securities "chilled" by DTC. The Company and its subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.

f. Absence of Litigation. Except as disclosed in the Company's public filings, there is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company or any of its subsidiaries, threatened against or affecting the Company or any of its subsidiaries, or their officers or directors in their capacity as such, that could have a material adverse effect. Schedule 3(f) contains a complete list and summary description of any pending or, to the knowledge of the Company, threatened proceeding against or affecting the Company or any of its subsidiaries, without regard to whether it would have a material adverse effect. The Company and its subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.

g. Acknowledgment Regarding Buyer' Purchase of Securities. The Company acknowledges and agrees that the Buyer is acting solely in the capacity of arm's length purchasers with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Buyer is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by the Buyer or any of its respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Buyer' purchase of the Securities. The Company further represents to the Buyer that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the Company and its representatives.

h. No Integrated Offering. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales in any security or solicited any offers to buy any security under circumstances that would require registration under the 1933 Act of the issuance of the Securities to the Buyer. The issuance of the Securities to the Buyer will not be integrated with any other issuance of the Company's securities (past, current or future) for purposes of any shareholder approval provisions applicable to the Company or its securities.

i. Breach of Representations and Warranties by the Company. If the Company breaches any of the representations or warranties set forth in Section 3, and in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered an Event of default under the Note.

4. COVENANTS.

a. Listing. The Company will obtain and, so long as the Buyer owns any of the Securities, maintain the listing and trading of its Common Stock on the OTC MARKETS or any equivalent replacement exchange, the Nasdaq National Market ("Nasdaq"), the Nasdaq SmallCap Market ("Nasdaq SmallCap") or the New York Stock Exchange ("NYSE"), and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Financial Industry Regulatory Authority ("FINRA") and such exchanges, as applicable. The Company shall promptly provide to the Buyer copies of any notices it receives from the OTC MARKETS and any other exchanges or quotation systems on which the Common Stock is then listed regarding the continued eligibility of the Common Stock for listing on such exchanges and quotation systems.

b. Corporate Existence. So long as the Buyer beneficially owns any Note, the Company shall maintain its corporate existence and shall not sell all or substantially all of the Company's assets, except in the event of a merger or consolidation or sale of all or substantially all of the Company's assets, where the surviving or successor entity in such transaction (i) assumes the Company's obligations hereunder and under the agreements and instruments entered into in connection herewith and (ii) is a publicly traded corporation whose Common Stock is listed for trading on the OTC MARKETS, Nasdaq or NYSE.

c. No Integration. The Company shall not make any offers or sales of any security (other than the Securities) under circumstances that would require registration of the Securities being offered or sold hereunder under the 1933 Act or cause the offering of the Securities to be integrated with any other offering of securities by the Company for the purpose of any stockholder approval provision applicable to the Company or its securities.

d. Filings. The Company shall include the Note in its next scheduled SEC filing whether that shall be a 10Q or a10K.

e. Most Favored Nations. So long as any of the securities issued under this Agreement are outstanding, upon any issuance by the Company or any of its subsidiaries of any security, or amendment to a security that was originally issued before the Date of this Agreement, with any term that the Buyer reasonably believes is more favorable to the Buyer of such security or with a term in favor of the Buyer of such security that the Buyer reasonably believes was not similarly provided to the Buyer in this Note, then (i) the Company shall notify the Buyer of such additional or more favorable term within one (1) business day of the issuance and/or amendment (as applicable) of the respective security, and (ii) such term, at Buyer's option, shall become a part of the transaction documents with the Buyer (regardless of whether the Company complied with the notification provision herein). The types of terms contained in another security that may be more favorable to the Buyer of such security include, but are not limited to, terms addressing prepayment rate, interest rates, and original issue discounts, conversion or exercise prices warrant coverage and pricing, commitment shares etc.

f. Inducement Shares. Upon the funding of the Note, the Company shall issue 2,500,000 restricted shares of Common Stock to the Buyer as additional consideration for the Note investment.

g. Breach of Covenants. If the Company breaches any of the covenants set forth in this Section 4, and in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered an event of default under the Note.

5. Governing Law; Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NewYork without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of Nevada or in the federal courts located in the state Nevada and county or city of either Washoe County, Nevada or Clark County, Nevada. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Company and Buyer waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

b. Counterparts; Signatures by Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

c. Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

d. Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

e. Entire Agreement; Amendments. This Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the majority in interest of the Buyer.

f. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, (iv) via electronic mail or (v) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received) or delivery via electronic mail, or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:
CLEAN VISION CORPORATION
2711 N. Sepulveda Blvd. Suite #1051
Manhattan Beach, CA 90266
Attn: Daniel Louis Bates, CEO

If to the Buyer:
CLEARTHINK CAPITAL PARTNERS, LLC
210 West 77th Street, 7W
New York, NY 10024

Each party shall provide notice to the other party of any change in address.

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither the Company nor the Buyer shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, the Buyer may assign its rights hereunder to any person that purchases Securities in a private transaction from the Buyer or to any of its "affiliates," as that term is defined under the 1934 Act, without the consent of the Company.

h. Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

i. Survival. The representations and warranties of the Company and the agreements and covenants set forth in this Agreement shall survive the closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of the Buyer. The Company agrees to indemnify and hold harmless the Buyer and all their officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.

j. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

k. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

l. Remedies. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Buyer by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a

breach of its obligations under this Agreement will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Agreement, that the Buyer shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Agreement and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, the undersigned Buyer and the Company have caused this Agreement to be duly executed as of the date first above written.

**CLEAN VISION CORPORATION**

By:_____
Attn: Daniel Louis Bates, CEO

**CLEARTHINK CAPITAL PARTNERS, LLC.**

By:_____

Name: Brian Loper, Manager

SUBSCRIPTION AMOUNT:

Principal Amount of Note: $137,500.00

Purchase Price: $125,000.00

**EXHIBIT A**
**CONVERTIBLE AMORTIZATION NOTE - $137,500.00**

# REVENUE INTEREST PURCHASE AGREEMENT

**THIS REVENUE INTEREST PURCHASE AGREEMENT** (the "Agreement") is entered into effective as of the ____ day of April, 2025 (the "Effective Date") by and between CLEAN VISION CORPORATION, a Nevada corporation ("CLNV") with an address of 2006 N. Sepulveda Blvd., Suite 1051, Manhattan Beach, California, 90266, for purposes of notice hereunder; **and**, STEVEN BUTLER, an individual residing in the State of California ("Butler"), with an address of 1332 Summit Ave., Cardiff, California, 92007, for purposes of notice hereunder. CLNV and Butler are sometimes referred to collectively herein as the "Parties", and each individually as a "Party".

## 1. RECITALS:

**A.** CLNV is a public company and a mandatory filer with the SEC pursuant to the Securities Exchange Act of 1934, as amended from time-to-time (the "Exchange Act").

**B.** CLNV derives substantially all of its revenue through the operations of a subsidiary, and is proposing to increase revenues from (i) recycling services; (ii) the sale of commodities; (iii) the sale of environmental credits; and, (iv) royalties and/or the sale of equipment.

**C.** CLNV has agreed to sell to Butler, and Butler has agreed to acquire from CLNV, a continuing interest in the revenue generated by CLNV and each of its subsidiaries and from any and all sources (the "Total Revenue") pursuant to the terms and conditions of this Agreement (the "Revenue Interest").

**D.** This Agreement and the Revenue Interest represents a "security", as that term is commonly defined under the applicable rules and regulations of the Securities Act of 1933, as amended from time-to-time (the "Securities Act"), and the Parties specifically intend that neither this Agreement nor the Revenue Interest constitute a debt instrument.

**E.** Butler has been given the opportunity to conduct all due diligence on CLNV and the Revenue Interest to the complete satisfaction of Butler.

**F. NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## 2. PURCHASE OF REVENUE INTEREST:

2.1 **Purchase**. CLNV shall sell, transfer, convey, and deliver to Butler, and Butler shall purchase from CLNV, the Revenue Interest, pursuant to this Agreement.

2.2 **Purchase Price**. Butler hereby acquires the Revenue Interest for a purchase price of One Hundred Thousand Dollars ($100,000), referred to herein as the "Purchase Price".

2.3 **Payment**. The Purchase Price shall be deemed paid in full upon CLNV's receipt of a wire transfer in immediately available funds in the amount of Ninety-Eight Thousand Dollars ($98,000) from Butler, representing the Purchase Price less Two Thousand ($2,000) for the payment of professional fees incurred by Butler. The Parties agree that full and adequate consideration for the Revenue Interest will have been paid upon receipt of the wire, and that Butler is not required to pay or deliver any additional payment or consideration for the Revenue Interest.

2.4 **Revenue Interest**. Commencing on 01 May 2025 and continuing thereafter until all amounts due and payable in accordance with Section 4.1 are repaid (the "Pay-out Period"), CLNV shall pay to Butler One Thousand Six Hundred Sixty-Seven Dollars ($1,667) per calendar month from the monthly Total Revenue, with the first payment to be paid on or before the 05 June 2025 (the "Commencement Date"), and continuing thereafter on the fifth

day of each succeeding month during the Pay-out Period. However, no such payment shall be due for the month in which the last payment of the Repurchase Price is tendered hereunder.

2.5 **Deficiency in Total Revenue**. In the event of any deficiency in monthly Total Revenue to pay the then due monthly payment under Section 2.4, CLNV shall pay all such deficiencies from any and all available sources. No such deficiency shall relieve CLNV of its obligation to timely remit all payments due under Section 2.4

**3. COMMITMENT SHARES:**

3.1 **Issuance of Commitment Shares**. As additional consideration hereunder, the Parties agree that upon full execution of this Amendment, CLNV issue to Butler five hundred thousand (500,000) shares of its common stock (the "Commitment Shares"), which shall be issued by CLNV's transfer agent in book entry format within three (3) business day after full execution of this Agreement.

3.2 **Status of Commitment Shares**. All Commitment Shares issued to Butler hereunder will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof, with Butler being entitled to all rights accorded to a holder of CLNV common stock. None of the Commitment Shares will be subject to pre-emptive rights or other similar rights of stockholders of CLNV, and will not impose personal liability upon Butler, other than restrictions on transfer as restricted shares under the Securities Act.

**4. REPURCHASE OPTIONS:**

4.1 **Repurchase Price**. The price to be paid for the exercise of an option under this Article III (the "Repurchase Price") shall be equal to: (i) during the period starting on the Effective Date and ending on the day immediately preceding the Commencement Date (the "Initial Period"), One Hundred Two Thousand Four Hundred Dollars ($102,400); and, (ii) starting on the Commencement Date and throughout the Pay-out Period, One Hundred Ten Thousand Dollars ($110,000), referred to herein as the "Increased Amount". Monthly payments under Section 2.4 hereunder shall not reduce or otherwise be applied toward payment of the Repurchase Price.

4.2 **Call Option**. At all times hereunder, CLNV shall have the right to repurchase the Revenue Interest, in whole or in part, upon no less than two (2) days prior written notice by making a payment toward the Repurchase Price by wire transfer of immediately available funds. The Increased Amount shall be reduced by all amounts paid, if any, during the Initial Period.

4.3 **Put Option**. Butler shall have the right to require CLNV to repurchase the Revenue Interest, in whole or in part, as follows:

(a) Butler shall have the option to require CLNV to pay to Butler the applicable Repurchase Price within five (5) business days of CLNV receiving proceeds (the "Other Proceeds") other than Total Revenue (loans, grants, stock purchases, e.g.) at least equal to the applicable Repurchase Price.

(b) All payments under this Section 4.3 shall be in the form of a wire transfer of immediately available funds.

**5. REPRESENTATIONS AND WARRANTIES OF CLNV:**

CLNV represents and warrants to Butler that the representations and warranties contained in this Article 5 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

5.1 **Organization**. CLNV is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Nevada, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. CLNV is not violation or default of any of the provisions of its Articles of Incorporation, Bylaws, or other organizational or charter documents. CLNV is duly qualified to conduct business

and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any of the Transaction Documents; or, (ii) a material adverse effect on the ability of CLNV to perform in any material respect on a timely basis its obligations under any of the Transaction Documents, and no proceeding of any kind has been instituted in any such jurisdiction revoking, limiting, or curtailing or seeking to revoke, limit, or curtail such power and authority or qualification.

5.2 **Execution and Performance of Agreement**. CLNV has the requisite right, corporate power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by CLNV in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite corporate proceedings have been taken and CLNV has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by CLNV of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by CLNV and constitutes the valid, binding, and enforceable obligation of CLNV, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

5.3 **Effect of Agreement**. The consummation by CLNV of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement and the Transaction Documents to which it is a party, will not:

(a) Violate any judgment, statute, law, code, act, order, writ, rule, ordinance, regulation, governmental consent or governmental requirement, or determination or decree of any arbitrator, court, or other governmental agency or administrative body, which now or at any time hereafter may be applicable to and enforceable against the relevant party, work, or activity in question or any part thereof (collectively, "Requirement of Law") applicable to or binding upon CLNV;

(b) Violate (i) the terms of the Articles of Incorporation or Bylaws of CLNV; or, (ii) any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon CLNV or to which CLNV is subject; or

(c) Result in the breach of, constitute a default under, constitute an event which with notice or lapse of time, or both, would become a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the assets of CLNV under any agreement, commitment, contract (written or oral) or other instrument to which CLNV is a party, or by which any of its assets are bound or affected.

5.4 **Litigation**. There are no investigations, actions, suits, proceedings, administrative actions, or any similar actions threatened or pending that affects the sale of the Revenue Interest, or to the best knowledge of CLNV, any of same regarding CLNV.

5.5 **Insolvency**. CLNV is not insolvent, is not in receivership, nor is any application for receivership pending; no proceedings are pending by or against it in bankruptcy or reorganization in any state or federal court; nor has it committed any act to bankruptcy.

5.6 **Broker Fee**. There has been no act or omission by CLNV which would give rise to any valid claim against any of the Parties for a brokerage commission, finder's fee, or other in-kind payment in connection with the transactions contemplated hereunder.

5.7 **Reliance**. CLNV recognizes, understands, and agrees that Butler will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

## 6. REPRESENTATIONS AND WARRANTIES OF BUTLER:

Butler represents and warrants to CLNV that the representations and warranties contained in this Article 6 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

6.1 **Personal Status**. Butler is an individual residing in the State of California, with the requisite power and authority to own and use his properties and assets and to carry on his its business as currently conducted.

6.2 **Execution and Performance of Agreement**. Butler has the requisite right, power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by Butler in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite proceedings have been taken and Butler has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by Butler of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by Butler and constitutes the valid, binding, and enforceable obligation of Butler, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

6.3 **Effect of Agreement**. As of the Closing, the consummation by Butler of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement, will not:

(a) Violate any Requirement of Law applicable to or binding upon Butler; or

(b) Violate the terms of any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon Butler or to which Butler is subject.

6.4 **Investor Status**.

(a) Butler has substantial experience in evaluating and investing in securities of companies similar to CLNV and acknowledges that it can protect its own interests. Butler has such knowledge and experience in financial and business matters so he is capable of evaluating the merits and risks of acquiring the Revenue Interest.

(b) Butler is an "accredited investor" within the meaning of the Securities Act.

(c) The Revenue Interest is being acquired by Butler for his own account, for investment purposes only, and with no present intention of distributing, selling, or otherwise disposing of the Revenue Interest.

6.5 **Investigation**. Butler is purchasing the Revenue Interest based upon his own independent investigation and evaluation of CLNV. Butler is expressly not relying on any oral representations made by CLNV or CLNV with regard to the Revenue Interest or CLNV.

6.6 **Reliance**. Butler recognizes, understands, and agrees that CLNV will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

## 7. RELATED COVENANTS:

7.1 **Expenses**. All costs and expenses incurred or arising from the execution and performance of this Agreement and the purchase and sale described in this Agreement shall be borne by the Party incurring said expense.

7.2 **Taxes**. Butler and CLNV shall bear the responsibility for their respective taxes, if any, arising out of the consummation of the transactions contemplated herein and for the filing of all necessary tax returns and reports with respect to such taxes.

7.3 **Transaction Documents**. The Parties agree to execute all additional documents reasonably required to effect the transactions envisioned hereunder (collectively, the "Transaction Documents").

7.4 **Non-Circumvention**. CLNV hereby covenants and agrees that it will not, by amendment of its Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, and will at all times in good faith carry out all the provisions of this Agreement and take all action as may be required to protect the rights of Butler hereunder.

7.5 **Illegality**. Nothing in this Agreement shall be construed or shall operate, either presently or prospectively, to require CLNV to make any payment or do any act contrary to law. If it should be held that any amount payable hereunder is in excess of the maximum permitted by applicable law, the amount payable hereunder shall be reduced to the maximum amount permitted by applicable law, and any excess of the said maximum amount permitted by law shall be cancelled automatically.

7.6 **Reformation and Severability**. In the event any state, federal, or local law or regulation, now existing or enacted in the future, is interpreted by judicial decision, or a regulatory agency in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, the Parties shall amend and reform this Agreement to the minimum extent necessary to preserve the underlying economic and financial arrangements between the Parties.

7.7 **Independent Legal Counsel**. The Parties to this Agreement warrant, represent, and agree that in executing this Agreement, each has done so with full knowledge of the rights each may have with respect to the other Party, and that each has received, or has had the opportunity to receive, independent legal advice as to these rights. Each of the Parties has executed this Agreement with full knowledge of these rights, and under no fraud, duress, or undue influence.

7.8 **Receipt of Other Proceeds**. CLNV shall provide written notice to Butler on the same day of its receipt of Other Proceeds.

## 8. ADDITIONAL PROVISIONS:

8.1 **Entire Agreement**. This Agreement, and all references, documents, or instruments referred to herein, contains the entire agreement and understanding of the Parties in respect to the subject matter contained herein. The Parties have expressly not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes (i) any and all prior written or oral agreements, understandings, and negotiations between the Parties with respect to the subject matter contained herein; and, (ii) any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

8.2 **Severability**. Each provision herein is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void or invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.

8.3 **Governing Law**. This Agreement shall be governed by the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada. If any court action is necessary to enforce the terms and conditions of this Agreement, the Parties hereby agree that the state or federal courts in Clark County, Nevada, shall be the sole jurisdiction and venue for the bringing of such action.

8.4 **Enforcement**. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. The remedies of the Parties under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

8.5 **Waiver**. No failure by any Party to insist on the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy on a breach shall constitute a waiver of any such breach or of any other covenant, duty, agreement, or condition.

8.6 **Recovery of Fees by Prevailing Party**. In the event of any legal action (including arbitration) to enforce or interpret the provisions of this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses, including expert witness fees, of the prevailing Party in such amount as the court shall determine, as well as same incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgment.

8.7 **Recitals**. The facts recited in Article 2, above, are hereby conclusively presumed to be true as between and affecting the Parties.

8.8 **Amendment**. This Agreement may be amended or modified only by a writing signed by all Parties.

8.9 **Successors and Assigns**. Except as expressly provided in this Agreement, each and all of the covenants, terms, provisions, conditions, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. This Agreement is not assignable by either Party without the expressed written consent of all Parties.

8.10 **Provision Not Construed Against Party Drafting Agreement**. This Agreement is the result of negotiations by and between the Parties; is the product of the work and efforts of all Parties; and, shall be deemed to have been drafted by all Parties. Each Party has had the opportunity to be represented by independent legal counsel of its choice. In the event of a dispute, no Party may claim that any provision should be construed against any other Party by reason of the fact that it was drafted by one particular Party.

8.11 **Further Assurances**. Each Party agrees (i) to furnish upon request to each other Party such further information; (ii) to execute and deliver to each other Party such other documents; and, (iii) to do such other acts and things, all as another Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions envisioned hereunder. However, this provision shall not require that any additional representations or warranties be made and no Party shall be required to incur any material expense or potential exposure to legal liability pursuant to this Section 8.11.

8.12 **Best Efforts**. Each Party shall cooperate in good faith with the other Parties generally, and in particular, the Parties shall use and exercise their best efforts, taking all reasonable, ordinary and necessary measures to ensure an orderly and smooth relationship under this Agreement, and further agree to work together and negotiate in good faith to resolve any differences or problems which may arise in the future. However, the obligations under this Section 8.12 shall not include any obligation to incur substantial expense or liability.

8.13 **Definitional Provisions**. For purposes of this Agreement, (i) those words, names, or terms which are specifically defined herein shall have the meaning specifically ascribed to them; (ii) wherever from the context it appears appropriate, each term stated either in the singular or plural shall include the singular and plural; (iii) wherever from the context it appears appropriate, the masculine, feminine, or neuter gender, shall each include the others; (iv) the words "hereof", "herein", "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; (v) all

references to "Dollars" or "$" shall be construed as being United States Dollars; (vi) the term "including" is not limiting and means "including without limitation"; and, (vii) all references to all statutes, statutory provisions, regulations, or similar administrative provisions shall be construed as a reference to such statute, statutory provision, regulation, or similar administrative provision as in force at the date of this Agreement and as may be subsequently amended.

**9. EXECUTION**: This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by Fax or E-Mail such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or E-Mail were an original thereof.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties, and shall be effective as of and on the Effective Date. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and, (ii) it is duly authorized and empowered to execute and deliver this Agreement.

**CLNV:**

CLEAN VISION CORPORATION,
a Nevada corporation

BY: Signed by: C7B8B468C662478...

NAME: DAN BATES

TITLE: CEO

DATED: 4/22/2025 4/22/2025

**BUTLER:**

Signed by: STEVE BUTLER A3CA3129D737471...

STEVEN BUTLER

DATED: 4/22/2025

# REVENUE INTEREST PURCHASE AGREEMENT

**THIS REVENUE INTEREST PURCHASE AGREEMENT** (the "Agreement") is entered into effective as of the ____ day of April, 2025 (the "Effective Date") by and between CLEAN VISION CORPORATION, a Nevada corporation ("CLNV") with an address of 2006 N. Sepulveda Blvd., Suite 1051, Manhattan Beach, California, 90266, for purposes of notice hereunder; **and**, CHRISTOPHER ANDREW CREWS, an individual residing in the State of California ("Crews"), with an address of 2008 Freda Lane, Cardiff, California, 92007, for purposes of notice hereunder. CLNV and Crews are sometimes referred to collectively herein as the "Parties", and each individually as a "Party".

## 1. RECITALS:

**A.** CLNV is a public company and a mandatory filer with the SEC pursuant to the Securities Exchange Act of 1934, as amended from time-to-time (the "Exchange Act").

**B.** CLNV derives substantially all of its revenue through the operations of a subsidiary, and is proposing to increase revenues from (i) recycling services; (ii) the sale of commodities; (iii) the sale of environmental credits; and, (iv) royalties and/or the sale of equipment.

**C.** CLNV has agreed to sell to Crews, and Crews has agreed to acquire from CLNV, a continuing interest in the revenue generated by CLNV and each of its subsidiaries and from any and all sources (the "Total Revenue") pursuant to the terms and conditions of this Agreement (the "Revenue Interest").

**D.** This Agreement and the Revenue Interest represents a "security", as that term is commonly defined under the applicable rules and regulations of the Securities Act of 1933, as amended from time-to-time (the "Securities Act"), and the Parties specifically intend that neither this Agreement nor the Revenue Interest constitute a debt instrument.

**E.** Crews has been given the opportunity to conduct all due diligence on CLNV and the Revenue Interest to the complete satisfaction of Crews.

**F. NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## 2. PURCHASE OF REVENUE INTEREST:

2.1 **Purchase**. CLNV shall sell, transfer, convey, and deliver to Crews, and Crews shall purchase from CLNV, the Revenue Interest, pursuant to this Agreement.

2.2 **Purchase Price**. Crews hereby acquires the Revenue Interest for a purchase price of Two Hundred Thousand Dollars ($200,000), referred to herein as the "Purchase Price".

2.3 **Payment**. The Purchase Price shall be deemed paid in full upon CLNV's receipt of a wire transfer in immediately available funds in the amount of One Hundred Ninety-Six Thousand Dollars ($196,000) from Crews, representing the Purchase Price less Four Thousand ($4,000) for the payment of professional fees incurred by Crews. The Parties agree that full and adequate consideration for the Revenue Interest will have been paid upon receipt of the wire, and that Crews is not required to pay or deliver any additional payment or consideration for the Revenue Interest.

2.4 **Revenue Interest**. Commencing on 01 May 2025 and continuing thereafter until all amounts due and payable in accordance with Section 4.1 are repaid (the "Pay-out Period"), CLNV shall pay to Crews Three Thousand Three Hundred Thirty-Four Dollars ($3,334) per calendar month from the monthly Total Revenue, with the first payment to be paid on or before the 05 June 2025 (the "Commencement Date"), and continuing thereafter on

the fifth day of each succeeding month during the Pay-out Period. However, no such payment shall be due for the month in which the last payment of the Repurchase Price is tendered hereunder.

2.5 **Deficiency in Total Revenue**. In the event of any deficiency in monthly Total Revenue to pay the then due monthly payment under Section 2.4, CLNV shall pay all such deficiencies from any and all available sources. No such deficiency shall relieve CLNV of its obligation to timely remit all payments due under Section 2.4

**3. COMMITMENT SHARES:**

3.1 **Issuance of Commitment Shares**. As additional consideration hereunder, the Parties agree that upon full execution of this Amendment, CLNV issue to Crews one million (1,000,000) shares of its common stock (the "Commitment Shares"), which shall be issued by CLNV's transfer agent in book entry format within three (3) business day after full execution of this Agreement.

3.2 **Status of Commitment Shares**. All Commitment Shares issued to Crews hereunder will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof, with Crews being entitled to all rights accorded to a holder of CLNV common stock. None of the Commitment Shares will be subject to pre-emptive rights or other similar rights of stockholders of CLNV, and will not impose personal liability upon Crews, other than restrictions on transfer as restricted shares under the Securities Act.

**4. REPURCHASE OPTIONS:**

4.1 **Repurchase Price**. The price to be paid for the exercise of an option under this Article III (the "Repurchase Price") shall be equal to: (i) during the period starting on the Effective Date and ending on the day immediately preceding the Commencement Date (the "Initial Period"), Two Hundred Four Thousand Eight Hundred Dollars ($204,800); and, (ii) starting on the Commencement Date and throughout the Pay-out Period, Two Hundred Twenty Thousand Dollars ($220,000), referred to herein as the "Increased Amount". Monthly payments under Section 2.4 hereunder shall not reduce or otherwise be applied toward payment of the Repurchase Price.

4.2 **Call Option**. At all times hereunder, CLNV shall have the right to repurchase the Revenue Interest, in whole or in part, upon no less than two (2) days prior written notice by making a payment toward the Repurchase Price by wire transfer of immediately available funds. The Increased Amount shall be reduced by all amounts paid, if any, during the Initial Period.

4.3 **Put Option**. Crews shall have the right to require CLNV to repurchase the Revenue Interest, in whole or in part, as follows:

(a) Crews shall have the option to require CLNV to pay to Crews the applicable Repurchase Price within five (5) business days of CLNV receiving proceeds (the "Other Proceeds") other than Total Revenue (loans, grants, stock purchases, e.g.) at least equal to the applicable Repurchase Price.

(b) All payments under this Section 4.3 shall be in the form of a wire transfer of immediately available funds.

**5. REPRESENTATIONS AND WARRANTIES OF CLNV:**

CLNV represents and warrants to Crews that the representations and warranties contained in this Article 5 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

5.1 **Organization**. CLNV is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Nevada, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. CLNV is not violation or default of any of the provisions of its Articles of Incorporation, Bylaws, or other organizational or charter documents. CLNV is duly qualified to conduct business

and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any of the Transaction Documents; or, (ii) a material adverse effect on the ability of CLNV to perform in any material respect on a timely basis its obligations under any of the Transaction Documents, and no proceeding of any kind has been instituted in any such jurisdiction revoking, limiting, or curtailing or seeking to revoke, limit, or curtail such power and authority or qualification.

5.2 **Execution and Performance of Agreement**. CLNV has the requisite right, corporate power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by CLNV in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite corporate proceedings have been taken and CLNV has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by CLNV of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by CLNV and constitutes the valid, binding, and enforceable obligation of CLNV, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

5.3 **Effect of Agreement**. The consummation by CLNV of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement and the Transaction Documents to which it is a party, will not:

(a) Violate any judgment, statute, law, code, act, order, writ, rule, ordinance, regulation, governmental consent or governmental requirement, or determination or decree of any arbitrator, court, or other governmental agency or administrative body, which now or at any time hereafter may be applicable to and enforceable against the relevant party, work, or activity in question or any part thereof (collectively, "Requirement of Law") applicable to or binding upon CLNV;

(b) Violate (i) the terms of the Articles of Incorporation or Bylaws of CLNV; or, (ii) any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon CLNV or to which CLNV is subject; or

(c) Result in the breach of, constitute a default under, constitute an event which with notice or lapse of time, or both, would become a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the assets of CLNV under any agreement, commitment, contract (written or oral) or other instrument to which CLNV is a party, or by which any of its assets are bound or affected.

5.4 **Litigation**. There are no investigations, actions, suits, proceedings, administrative actions, or any similar actions threatened or pending that affects the sale of the Revenue Interest, or to the best knowledge of CLNV, any of same regarding CLNV.

5.5 **Insolvency**. CLNV is not insolvent, is not in receivership, nor is any application for receivership pending; no proceedings are pending by or against it in bankruptcy or reorganization in any state or federal court; nor has it committed any act to bankruptcy.

5.6 **Broker Fee**. There has been no act or omission by CLNV which would give rise to any valid claim against any of the Parties for a brokerage commission, finder's fee, or other in-kind payment in connection with the transactions contemplated hereunder.

5.7 **Reliance**. CLNV recognizes, understands, and agrees that Crews will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

**6. REPRESENTATIONS AND WARRANTIES OF CREWS:**

Crews represents and warrants to CLNV that the representations and warranties contained in this Article 6 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

6.1 **Personal Status**. Crews is an individual residing in the State of California, with the requisite power and authority to own and use his properties and assets and to carry on his business as currently conducted.

6.2 **Execution and Performance of Agreement**. Crews has the requisite right, power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by Crews in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite proceedings have been taken and Crews has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by Crews of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by Crews and constitutes the valid, binding, and enforceable obligation of Crews, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

6.3 **Effect of Agreement**. As of the Closing, the consummation by Crews of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement, will not:

(a) Violate any Requirement of Law applicable to or binding upon Crews; or

(b) Violate the terms of any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon Crews or to which Crews is subject.

6.4 **Investor Status**.

(a) Crews has substantial experience in evaluating and investing in securities of companies similar to CLNV and acknowledges that it can protect its own interests. Crews has such knowledge and experience in financial and business matters so he is capable of evaluating the merits and risks of acquiring the Revenue Interest.

(b) Crews is an "accredited investor" within the meaning of the Securities Act.

(c) The Revenue Interest is being acquired by Crews for his own account, for investment purposes only, and with no present intention of distributing, selling, or otherwise disposing of the Revenue Interest.

6.5 **Investigation**. Crews is purchasing the Revenue Interest based upon his own independent investigation and evaluation of CLNV. Crews is expressly not relying on any oral representations made by CLNV or CLNV with regard to the Revenue Interest or CLNV.

6.6 **Reliance**. Crews recognizes, understands, and agrees that CLNV will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

**7. RELATED COVENANTS:**

7.1 **Expenses**. All costs and expenses incurred or arising from the execution and performance of this Agreement and the purchase and sale described in this Agreement shall be borne by the Party incurring said expense.

7.2 **Taxes**. Crews and CLNV shall bear the responsibility for their respective taxes, if any, arising out of the consummation of the transactions contemplated herein and for the filing of all necessary tax returns and reports with respect to such taxes.

7.3 **Transaction Documents**. The Parties agree to execute all additional documents reasonably required to effect the transactions envisioned hereunder (collectively, the "Transaction Documents").

7.4 **Non-Circumvention**. CLNV hereby covenants and agrees that it will not, by amendment of its Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, and will at all times in good faith carry out all the provisions of this Agreement and take all action as may be required to protect the rights of Crews hereunder.

7.5 **Illegality**. Nothing in this Agreement shall be construed or shall operate, either presently or prospectively, to require CLNV to make any payment or do any act contrary to law. If it should be held that any amount payable hereunder is in excess of the maximum permitted by applicable law, the amount payable hereunder shall be reduced to the maximum amount permitted by applicable law, and any excess of the said maximum amount permitted by law shall be cancelled automatically.

7.6 **Reformation and Severability**. In the event any state, federal, or local law or regulation, now existing or enacted in the future, is interpreted by judicial decision, or a regulatory agency in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, the Parties shall amend and reform this Agreement to the minimum extent necessary to preserve the underlying economic and financial arrangements between the Parties.

7.7 **Independent Legal Counsel**. The Parties to this Agreement warrant, represent, and agree that in executing this Agreement, each has done so with full knowledge of the rights each may have with respect to the other Party, and that each has received, or has had the opportunity to receive, independent legal advice as to these rights. Each of the Parties has executed this Agreement with full knowledge of these rights, and under no fraud, duress, or undue influence.

7.8 **Receipt of Other Proceeds**. CLNV shall provide written notice to Crews on the same day of its receipt of Other Proceeds.

## 8. ADDITIONAL PROVISIONS:

8.1 **Entire Agreement**. This Agreement, and all references, documents, or instruments referred to herein, contains the entire agreement and understanding of the Parties in respect to the subject matter contained herein. The Parties have expressly not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes (i) any and all prior written or oral agreements, understandings, and negotiations between the Parties with respect to the subject matter contained herein; and, (ii) any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

8.2 **Severability**. Each provision herein is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void or invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.

8.3 **Governing Law**. This Agreement shall be governed by the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada. If any court action is necessary to enforce the terms and conditions of this Agreement, the Parties hereby agree that the state or federal courts in Clark County, Nevada, shall be the sole jurisdiction and venue for the bringing of such action.

8.4 **Enforcement**. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. The remedies of the Parties under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

8.5 **Waiver**. No failure by any Party to insist on the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy on a breach shall constitute a waiver of any such breach or of any other covenant, duty, agreement, or condition.

8.6 **Recovery of Fees by Prevailing Party**. In the event of any legal action (including arbitration) to enforce or interpret the provisions of this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses, including expert witness fees, of the prevailing Party in such amount as the court shall determine, as well as same incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgment.

8.7 **Recitals**. The facts recited in Article 2, above, are hereby conclusively presumed to be true as between and affecting the Parties.

8.8 **Amendment**. This Agreement may be amended or modified only by a writing signed by all Parties.

8.9 **Successors and Assigns**. Except as expressly provided in this Agreement, each and all of the covenants, terms, provisions, conditions, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. This Agreement is not assignable by either Party without the expressed written consent of all Parties.

8.10 **Provision Not Construed Against Party Drafting Agreement**. This Agreement is the result of negotiations by and between the Parties; is the product of the work and efforts of all Parties; and, shall be deemed to have been drafted by all Parties. Each Party has had the opportunity to be represented by independent legal counsel of its choice. In the event of a dispute, no Party may claim that any provision should be construed against any other Party by reason of the fact that it was drafted by one particular Party.

8.11 **Further Assurances**. Each Party agrees (i) to furnish upon request to each other Party such further information; (ii) to execute and deliver to each other Party such other documents; and, (iii) to do such other acts and things, all as another Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions envisioned hereunder. However, this provision shall not require that any additional representations or warranties be made and no Party shall be required to incur any material expense or potential exposure to legal liability pursuant to this Section 8.11.

8.12 **Best Efforts**. Each Party shall cooperate in good faith with the other Parties generally, and in particular, the Parties shall use and exercise their best efforts, taking all reasonable, ordinary and necessary measures to ensure an orderly and smooth relationship under this Agreement, and further agree to work together and negotiate in good faith to resolve any differences or problems which may arise in the future. However, the obligations under this Section 8.12 shall not include any obligation to incur substantial expense or liability.

8.13 **Definitional Provisions**. For purposes of this Agreement, (i) those words, names, or terms which are specifically defined herein shall have the meaning specifically ascribed to them; (ii) wherever from the context it appears appropriate, each term stated either in the singular or plural shall include the singular and plural; (iii) wherever from the context it appears appropriate, the masculine, feminine, or neuter gender, shall each include the others; (iv) the words "hereof", "herein", "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; (v) all

references to "Dollars" or "$" shall be construed as being United States Dollars; (vi) the term "including" is not limiting and means "including without limitation"; and, (vii) all references to all statutes, statutory provisions, regulations, or similar administrative provisions shall be construed as a reference to such statute, statutory provision, regulation, or similar administrative provision as in force at the date of this Agreement and as may be subsequently amended.

9. **EXECUTION**: This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by Fax or E-Mail such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or E-Mail were an original thereof.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties, and shall be effective as of and on the Effective Date. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and, (ii) it is duly authorized and empowered to execute and deliver this Agreement.

**CLNV**:

CLEAN VISION CORPORATION,
a Nevada corporation

BY: Signed by: C4B8B488C682478...

NAME: DAN bates

TITLE: CEO

DATED: 4/21/25

**CREWS**:

DocuSigned by: 37E88D3D4E814AC...

CHRISTOPHER ANDREW CREWS

DATED: 4/23/2025

# REVENUE INTEREST PURCHASE AGREEMENT

**THIS REVENUE INTEREST PURCHASE AGREEMENT** (the "Agreement") is entered into effective as of the ____ day of April, 2025 (the "Effective Date") by and between CLEAN VISION CORPORATION, a Nevada corporation ("CLNV") with an address of 2006 N. Sepulveda Blvd., Suite 1051, Manhattan Beach, California, 90266, for purposes of notice hereunder; **and**, THE VANNEMAN FAMILY TRUST DATED JANUARY 7, 2008, a trust established under the laws of the State of California (the "Trust"), with an address of 206 Calle Potro, San Clemente, California, 92672, for purposes of notice hereunder. CLNV and the Trust are sometimes referred to collectively herein as the "Parties", and each individually as a "Party".

## 1. RECITALS:

**A.** CLNV is a public company and a mandatory filer with the SEC pursuant to the Securities Exchange Act of 1934, as amended from time-to-time (the "Exchange Act").

**B.** CLNV derives substantially all of its revenue through the operations of a subsidiary, and is proposing to increase revenues from (i) recycling services; (ii) the sale of commodities; (iii) the sale of environmental credits; and, (iv) royalties and/or the sale of equipment.

**C.** CLNV has agreed to sell to the Trust, and the Trust has agreed to acquire from CLNV, a continuing interest in the revenue generated by CLNV and each of its subsidiaries and from any and all sources (the "Total Revenue") pursuant to the terms and conditions of this Agreement (the "Revenue Interest").

**D.** This Agreement and the Revenue Interest represents a "security", as that term is commonly defined under the applicable rules and regulations of the Securities Act of 1933, as amended from time-to-time (the "Securities Act"), and the Parties specifically intend that neither this Agreement nor the Revenue Interest constitute a debt instrument.

**E.** The Trust has been given the opportunity to conduct all due diligence on CLNV and the Revenue Interest to the complete satisfaction of the Trust.

**F. NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## 2. PURCHASE OF REVENUE INTEREST:

2.1 **Purchase**. CLNV shall sell, transfer, convey, and deliver to the Trust, and the Trust shall purchase from CLNV, the Revenue Interest, pursuant to this Agreement.

2.2 **Purchase Price**. The Trust hereby acquires the Revenue Interest for a purchase price of One Hundred Thousand Dollars ($100,000), referred to herein as the "Purchase Price".

2.3 **Payment**. The Purchase Price shall be deemed paid in full upon CLNV's receipt of a wire transfer in immediately available funds in the amount of Ninety-Eight Thousand Dollars ($98,000) from the Trust, representing the Purchase Price less Two Thousand ($2,000) for the payment of professional fees incurred by the Trust. The Parties agree that full and adequate consideration for the Revenue Interest will have been paid upon receipt of the wire, and that the Trust is not required to pay or deliver any additional payment or consideration for the Revenue Interest.

2.4 **Revenue Interest**. Commencing on 01 May 2025 and continuing thereafter until all amounts due and payable in accordance with Section 4.1 are repaid (the "Pay-out Period"), CLNV shall pay to the Trust One Thousand Six Hundred Sixty-Seven Dollars ($1,667) per calendar month from the monthly Total Revenue, with the

first payment to be paid on or before the 05 June 2025 (the "Commencement Date"), and continuing thereafter on the fifth day of each succeeding month during the Pay-out Period. However, no such payment shall be due for the month in which the last payment of the Repurchase Price is tendered hereunder.

2.5 **Deficiency in Total Revenue**. In the event of any deficiency in monthly Total Revenue to pay the then due monthly payment under Section 2.4, CLNV shall pay all such deficiencies from any and all available sources. No such deficiency shall relieve CLNV of its obligation to timely remit all payments due under Section 2.4

**3. COMMITMENT SHARES:**

3.1 **Issuance of Commitment Shares**. As additional consideration hereunder, the Parties agree that upon full execution of this Amendment, CLNV issue to the Trust five hundred thousand (500,000) shares of its common stock (the "Commitment Shares"), which shall be issued by CLNV's transfer agent in book entry format within three (3) business day after full execution of this Agreement.

3.2 **Status of Commitment Shares**. All Commitment Shares issued to the Trust hereunder will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof, with the Trust being entitled to all rights accorded to a holder of CLNV common stock. None of the Commitment Shares will be subject to pre-emptive rights or other similar rights of stockholders of CLNV, and will not impose personal liability upon the Trust, other than restrictions on transfer as restricted shares under the Securities Act.

**4. REPURCHASE OPTIONS:**

4.1 **Repurchase Price**. The price to be paid for the exercise of an option under this Article III (the "Repurchase Price") shall be equal to: (i) during the period starting on the Effective Date and ending on the day immediately preceding the Commencement Date (the "Initial Period"), One Hundred Two Thousand Four Hundred Dollars ($102,400); and, (ii) starting on the Commencement Date and throughout the Pay-out Period, One Hundred Ten Thousand Dollars ($110,000), referred to herein as the "Increased Amount". Monthly payments under Section 2.4 hereunder shall not reduce or otherwise be applied toward payment of the Repurchase Price.

4.2 **Call Option**. At all times hereunder, CLNV shall have the right to repurchase the Revenue Interest, in whole or in part, upon no less than two (2) days prior written notice by making a payment toward the Repurchase Price by wire transfer of immediately available funds. The Increased Amount shall be reduced by all amounts paid, if any, during the Initial Period.

4.3 **Put Option**. The Trust shall have the right to require CLNV to repurchase the Revenue Interest, in whole or in part, as follows:

(a) the Trust shall have the option to require CLNV to pay to the Trust the applicable Repurchase Price within five (5) business days of CLNV receiving proceeds (the "Other Proceeds") other than Total Revenue (loans, grants, stock purchases, e.g.) at least equal to the applicable Repurchase Price.

(b) All payments under this Section 4.3 shall be in the form of a wire transfer of immediately available funds.

**5. REPRESENTATIONS AND WARRANTIES OF CLNV:**

CLNV represents and warrants to the Trust that the representations and warranties contained in this Article 5 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

5.1 **Organization**. CLNV is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Nevada, with the requisite power and authority to own and use its properties and assets and to

carry on its business as currently conducted. CLNV is not violation or default of any of the provisions of its Articles of Incorporation, Bylaws, or other organizational or charter documents. CLNV is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any of the Transaction Documents; or, (ii) a material adverse effect on the ability of CLNV to perform in any material respect on a timely basis its obligations under any of the Transaction Documents, and no proceeding of any kind has been instituted in any such jurisdiction revoking, limiting, or curtailing or seeking to revoke, limit, or curtail such power and authority or qualification.

5.2 **Execution and Performance of Agreement**. CLNV has the requisite right, corporate power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by CLNV in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite corporate proceedings have been taken and CLNV has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by CLNV of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by CLNV and constitutes the valid, binding, and enforceable obligation of CLNV, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

5.3 **Effect of Agreement**. The consummation by CLNV of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement and the Transaction Documents to which it is a party, will not:

(a) Violate any judgment, statute, law, code, act, order, writ, rule, ordinance, regulation, governmental consent or governmental requirement, or determination or decree of any arbitrator, court, or other governmental agency or administrative body, which now or at any time hereafter may be applicable to and enforceable against the relevant party, work, or activity in question or any part thereof (collectively, "Requirement of Law") applicable to or binding upon CLNV;

(b) Violate (i) the terms of the Articles of Incorporation or Bylaws of CLNV; or, (ii) any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon CLNV or to which CLNV is subject; or

(c) Result in the breach of, constitute a default under, constitute an event which with notice or lapse of time, or both, would become a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the assets of CLNV under any agreement, commitment, contract (written or oral) or other instrument to which CLNV is a party, or by which any of its assets are bound or affected.

5.4 **Litigation**. There are no investigations, actions, suits, proceedings, administrative actions, or any similar actions threatened or pending that affects the sale of the Revenue Interest, or to the best knowledge of CLNV, any of same regarding CLNV.

5.5 **Insolvency**. CLNV is not insolvent, is not in receivership, nor is any application for receivership pending; no proceedings are pending by or against it in bankruptcy or reorganization in any state or federal court; nor has it committed any act to bankruptcy.

5.6 **Broker Fee**. There has been no act or omission by CLNV which would give rise to any valid claim against any of the Parties for a brokerage commission, finder's fee, or other in-kind payment in connection with the transactions contemplated hereunder.

5.7 **Reliance**. CLNV recognizes, understands, and agrees that the Trust will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

**6. REPRESENTATIONS AND WARRANTIES OF THE TRUST:**

The Trust represents and warrants to CLNV that the representations and warranties contained in this Article 6 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

6.1 **Organization**. The Trust is a revocable trust formed and maintained under the laws of the State of California, and is duly organized and validly existing, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Trust is not violation or default of any of the provisions of its governing trust agreement, or any other organizational or charter documents.

6.2 **Execution and Performance of Agreement**. The Trust has the requisite right, power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by the Trust in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite corporate proceedings have been taken and the Trust has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by the Trust of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by the Trust and constitutes the valid, binding, and enforceable obligation of the Trust, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

6.3 **Effect of Agreement**. As of the Closing, the consummation by the Trust of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement, will not:

(a) Violate any Requirement of Law applicable to or binding upon the Trust; or

(b) Violate the terms of (i) its governing trust agreement or any other organizational or charter documents; or, (ii) any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon the Trust or to which the Trust is subject.

6.4 **Investor Status**.

(a) The Trust has substantial experience in evaluating and investing in securities of companies similar to CLNV and acknowledges that it can protect its own interests. The Trust has such knowledge and experience in financial and business matters so he is capable of evaluating the merits and risks of acquiring the Revenue Interest.

(b) The Trust is an "accredited investor" within the meaning of the Securities Act.

(c) The Revenue Interest is being acquired by the Trust for his own account, for investment purposes only, and with no present intention of distributing, selling, or otherwise disposing of the Revenue Interest.

6.5 **Investigation**. The Trust is purchasing the Revenue Interest based upon his own independent investigation and evaluation of CLNV. The Trust is expressly not relying on any oral representations made by CLNV or CLNV with regard to the Revenue Interest or CLNV.

6.6 **Reliance**. The Trust recognizes, understands, and agrees that CLNV will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

**7. RELATED COVENANTS:**

7.1 **Expenses**. All costs and expenses incurred or arising from the execution and performance of this Agreement and the purchase and sale described in this Agreement shall be borne by the Party incurring said expense.

7.2 **Taxes**. The Trust and CLNV shall bear the responsibility for their respective taxes, if any, arising out of the consummation of the transactions contemplated herein and for the filing of all necessary tax returns and reports with respect to such taxes.

7.3 **Transaction Documents**. The Parties agree to execute all additional documents reasonably required to effect the transactions envisioned hereunder (collectively, the "Transaction Documents").

7.4 **Non-Circumvention**. CLNV hereby covenants and agrees that it will not, by amendment of its Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, and will at all times in good faith carry out all the provisions of this Agreement and take all action as may be required to protect the rights of the Trust hereunder.

7.5 **Illegality**. Nothing in this Agreement shall be construed or shall operate, either presently or prospectively, to require CLNV to make any payment or do any act contrary to law. If it should be held that any amount payable hereunder is in excess of the maximum permitted by applicable law, the amount payable hereunder shall be reduced to the maximum amount permitted by applicable law, and any excess of the said maximum amount permitted by law shall be cancelled automatically.

7.6 **Reformation and Severability**. In the event any state, federal, or local law or regulation, now existing or enacted in the future, is interpreted by judicial decision, or a regulatory agency in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, the Parties shall amend and reform this Agreement to the minimum extent necessary to preserve the underlying economic and financial arrangements between the Parties.

7.7 **Independent Legal Counsel**. The Parties to this Agreement warrant, represent, and agree that in executing this Agreement, each has done so with full knowledge of the rights each may have with respect to the other Party, and that each has received, or has had the opportunity to receive, independent legal advice as to these rights. Each of the Parties has executed this Agreement with full knowledge of these rights, and under no fraud, duress, or undue influence.

7.8 **Receipt of Other Proceeds**. CLNV shall provide written notice to the Trust on the same day of its receipt of Other Proceeds.

**8. ADDITIONAL PROVISIONS:**

8.1 **Entire Agreement**. This Agreement, and all references, documents, or instruments referred to herein, contains the entire agreement and understanding of the Parties in respect to the subject matter contained herein. The Parties have expressly not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes (i) any and all prior written or oral agreements, understandings, and negotiations between the Parties with respect to the subject matter contained herein; and, (ii) any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

8.2 **Severability**. Each provision herein is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void or invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.

8.3 **Governing Law**. This Agreement shall be governed by the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada. If any court action is necessary to enforce the terms and conditions of this Agreement, the Parties hereby agree that the state or federal courts in Clark County, Nevada, shall be the sole jurisdiction and venue for the bringing of such action.

8.4 **Enforcement**. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. The remedies of the Parties under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

8.5 **Waiver**. No failure by any Party to insist on the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy on a breach shall constitute a waiver of any such breach or of any other covenant, duty, agreement, or condition.

8.6 **Recovery of Fees by Prevailing Party**. In the event of any legal action (including arbitration) to enforce or interpret the provisions of this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses, including expert witness fees, of the prevailing Party in such amount as the court shall determine, as well as same incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgment.

8.7 **Recitals**. The facts recited in Article 2, above, are hereby conclusively presumed to be true as between and affecting the Parties.

8.8 **Amendment**. This Agreement may be amended or modified only by a writing signed by all Parties.

8.9 **Successors and Assigns**. Except as expressly provided in this Agreement, each and all of the covenants, terms, provisions, conditions, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. This Agreement is not assignable by either Party without the expressed written consent of all Parties.

8.10 **Provision Not Construed Against Party Drafting Agreement**. This Agreement is the result of negotiations by and between the Parties; is the product of the work and efforts of all Parties; and, shall be deemed to have been drafted by all Parties. Each Party has had the opportunity to be represented by independent legal counsel of its choice. In the event of a dispute, no Party may claim that any provision should be construed against any other Party by reason of the fact that it was drafted by one particular Party.

8.11 **Further Assurances**. Each Party agrees (i) to furnish upon request to each other Party such further information; (ii) to execute and deliver to each other Party such other documents; and, (iii) to do such other acts and things, all as another Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions envisioned hereunder. However, this provision shall not require that any additional representations or warranties be made and no Party shall be required to incur any material expense or potential exposure to legal liability pursuant to this Section 8.11.

8.12 **Best Efforts**. Each Party shall cooperate in good faith with the other Parties generally, and in particular, the Parties shall use and exercise their best efforts, taking all reasonable, ordinary and necessary measures to ensure an orderly and smooth relationship under this Agreement, and further agree to work together and negotiate in good faith to resolve any differences or problems which may arise in the future. However, the obligations under this Section 8.12 shall not include any obligation to incur substantial expense or liability.

8.13 **Definitional Provisions**. For purposes of this Agreement, (i) those words, names, or terms which are specifically defined herein shall have the meaning specifically ascribed to them; (ii) wherever from the context it appears appropriate, each term stated either in the singular or plural shall include the singular and plural; (iii) wherever from the context it appears appropriate, the masculine, feminine, or neuter gender, shall each include the others; (iv) the words "hereof", "herein", "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; (v) all references to "Dollars" or "$" shall be construed as being United States Dollars; (vi) the term "including" is not limiting and means "including without limitation"; and, (vii) all references to all statutes, statutory provisions, regulations, or similar administrative provisions shall be construed as a reference to such statute, statutory provision, regulation, or similar administrative provision as in force at the date of this Agreement and as may be subsequently amended.

**9. EXECUTION**: This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by Fax or E-Mail such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or E-Mail were an original thereof.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties, and shall be effective as of and on the Effective Date. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and, (ii) it is duly authorized and empowered to execute and deliver this Agreement.

**CLNV:**

CLEAN VISION CORPORATION,
a Nevada corporation

BY: Signed by: CFB8B408C002478...

NAME: Dan Bates

TITLE: CEO

DATED: 4/21/25

**THE TRUST:**

THE VANNEMAN FAMILY TRUST
DATED JANUARY 7, 2008

BY: DocuSigned by: 015281E49543478...

NAME: Marcus Vanneman

TITLE: Trustee

DATED: 4/24/2025

# REVENUE INTEREST PURCHASE AGREEMENT

**THIS REVENUE INTEREST PURCHASE AGREEMENT** (the "Agreement") is entered into effective as of the ____ day of April, 2025 (the "Effective Date") by and between CLEAN VISION CORPORATION, a Nevada corporation ("CLNV") with an address of 2006 N. Sepulveda Blvd., Suite 1051, Manhattan Beach, California, 90266, for purposes of notice hereunder; **and**, WILLIAM HALES, an individual residing in the State of California ("Hales"), with an address of 2303 Sanderling Court, Arroyo Grande, California, 93420, for purposes of notice hereunder. CLNV and Hales are sometimes referred to collectively herein as the "Parties", and each individually as a "Party".

1. **RECITALS:**

**A.** CLNV is a public company and a mandatory filer with the SEC pursuant to the Securities Exchange Act of 1934, as amended from time-to-time (the "Exchange Act").

**B.** CLNV derives substantially all of its revenue through the operations of a subsidiary, and is proposing to increase revenues from (i) recycling services; (ii) the sale of commodities; (iii) the sale of environmental credits; and, (iv) royalties and/or the sale of equipment.

**C.** CLNV has agreed to sell to Hales, and Hales has agreed to acquire from CLNV, a continuing interest in the revenue generated by CLNV and each of its subsidiaries and from any and all sources (the "Total Revenue") pursuant to the terms and conditions of this Agreement (the "Revenue Interest").

**D.** This Agreement and the Revenue Interest represents a "security", as that term is commonly defined under the applicable rules and regulations of the Securities Act of 1933, as amended from time-to-time (the "Securities Act"), and the Parties specifically intend that neither this Agreement nor the Revenue Interest constitute a debt instrument.

**E.** Hales has been given the opportunity to conduct all due diligence on CLNV and the Revenue Interest to the complete satisfaction of Hales.

**F. NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

2. **PURCHASE OF REVENUE INTEREST:**

2.1 **Purchase**. CLNV shall sell, transfer, convey, and deliver to Hales, and Hales shall purchase from CLNV, the Revenue Interest, pursuant to this Agreement.

2.2 **Purchase Price**. Hales hereby acquires the Revenue Interest for a purchase price of Fifty Thousand Dollars ($50,000), referred to herein as the "Purchase Price".

2.3 **Payment**. The Purchase Price shall be deemed paid in full upon CLNV's receipt of a wire transfer in immediately available funds in the amount of Forty Nine Thousand Dollars ($49,000) from Hales, representing the Purchase Price less One Thousand ($1,000) for the payment of professional fees incurred by Hales. The Parties agree that full and adequate consideration for the Revenue Interest will have been paid upon receipt of the wire, and that Hales is not required to pay or deliver any additional payment or consideration for the Revenue Interest.

2.4 **Revenue Interest**. Commencing on 01 May 2025 and continuing thereafter until all amounts due and payable in accordance with Section 4.1 are repaid (the "Pay-out Period"), CLNV shall pay to Hales Eight Hundred Thirty-Three Dollars and Fifty Cents ($833.50) per calendar month from the monthly Total Revenue, with the first payment to be paid on or before the 05 June 2025 (the "Commencement Date"), and continuing thereafter on the fifth

day of each succeeding month during the Pay-out Period. However, no such payment shall be due for the month in which the last payment of the Repurchase Price is tendered hereunder.

2.5 **Deficiency in Total Revenue**. In the event of any deficiency in monthly Total Revenue to pay the then due monthly payment under Section 2.4, CLNV shall pay all such deficiencies from any and all available sources. No such deficiency shall relieve CLNV of its obligation to timely remit all payments due under Section 2.4

**3. COMMITMENT SHARES:**

3.1 **Issuance of Commitment Shares**. As additional consideration hereunder, the Parties agree that upon full execution of this Amendment, CLNV issue to Hales two hundred fifty thousand (250,000) shares of its common stock (the "Commitment Shares"), which shall be issued by CLNV's transfer agent in book entry format within three (3) business day after full execution of this Agreement.

3.2 **Status of Commitment Shares**. All Commitment Shares issued to Hales hereunder will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof, with Hales being entitled to all rights accorded to a holder of CLNV common stock. None of the Commitment Shares will be subject to pre-emptive rights or other similar rights of stockholders of CLNV, and will not impose personal liability upon Hales, other than restrictions on transfer as restricted shares under the Securities Act.

**4. REPURCHASE OPTIONS:**

4.1 **Repurchase Price**. The price to be paid for the exercise of an option under this Article III (the "Repurchase Price") shall be equal to: (i) during the period starting on the Effective Date and ending on the day immediately preceding the Commencement Date (the "Initial Period"), Fifty One Thousand Two Hundred Dollars ($51,200); and, (ii) starting on the Commencement Date and throughout the Pay-out Period, Fifty Five Thousand Dollars ($55,000), referred to herein as the "Increased Amount". Monthly payments under Section 2.4 hereunder shall not reduce or otherwise be applied toward payment of the Repurchase Price.

4.2 **Call Option**. At all times hereunder, CLNV shall have the right to repurchase the Revenue Interest, in whole or in part, upon no less than two (2) days prior written notice by making a payment toward the Repurchase Price by wire transfer of immediately available funds. The Increased Amount shall be reduced by all amounts paid, if any, during the Initial Period.

4.3 **Put Option**. Hales shall have the right to require CLNV to repurchase the Revenue Interest, in whole or in part, as follows:

(a) Hales shall have the option to require CLNV to pay to Hales the applicable Repurchase Price within five (5) business days of CLNV receiving proceeds (the "Other Proceeds") other than Total Revenue (loans, grants, stock purchases, e.g.) at least equal to the applicable Repurchase Price.

(b) All payments under this Section 4.3 shall be in the form of a wire transfer of immediately available funds.

**5. REPRESENTATIONS AND WARRANTIES OF CLNV:**

CLNV represents and warrants to Hales that the representations and warranties contained in this Article 5 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

5.1 **Organization**. CLNV is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Nevada, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. CLNV is not violation or default of any of the provisions of its Articles of Incorporation, Bylaws, or other organizational or charter documents. CLNV is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business

conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any of the Transaction Documents; or, (ii) a material adverse effect on the ability of CLNV to perform in any material respect on a timely basis its obligations under any of the Transaction Documents, and no proceeding of any kind has been instituted in any such jurisdiction revoking, limiting, or curtailing or seeking to revoke, limit, or curtail such power and authority or qualification.

5.2 **Execution and Performance of Agreement**. CLNV has the requisite right, corporate power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by CLNV in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite corporate proceedings have been taken and CLNV has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by CLNV of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by CLNV and constitutes the valid, binding, and enforceable obligation of CLNV, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

DocuSigned by:
Erin Blair
D378186C09722414

5.3 **Effect of Agreement**. The consummation by CLNV of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement and the Transaction Documents to which it is a party, will not:

(a) Violate any judgment, statute, law, code, act, order, writ, rule, ordinance, regulation, governmental consent or governmental requirement, or determination or decree of any arbitrator, court, or other governmental agency or administrative body, which now or at any time hereafter may be applicable to and enforceable against the relevant party, work, or activity in question or any part thereof (collectively, "Requirement of Law") applicable to or binding upon CLNV;

(b) Violate (i) the terms of the Articles of Incorporation or Bylaws of CLNV; or, (ii) any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon CLNV or to which CLNV is subject; or

(c) Result in the breach of, constitute a default under, constitute an event which with notice or lapse of time, or both, would become a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the assets of CLNV under any agreement, commitment, contract (written or oral) or other instrument to which CLNV is a party, or by which any of its assets are bound or affected.

5.4 **Litigation**. There are no investigations, actions, suits, proceedings, administrative actions, or any similar actions threatened or pending that affects the sale of the Revenue Interest, or to the best knowledge of CLNV, any of same regarding CLNV.

5.5 **Insolvency**. CLNV is not insolvent, is not in receivership, nor is any application for receivership pending; no proceedings are pending by or against it in bankruptcy or reorganization in any state or federal court; nor has it committed any act to bankruptcy.

5.6 **Broker Fee**. There has been no act or omission by CLNV which would give rise to any valid claim against any of the Parties for a brokerage commission, finder's fee, or other in-kind payment in connection with the transactions contemplated hereunder.

5.7 **Reliance**. CLNV recognizes, understands, and agrees that Hales will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

## 6. REPRESENTATIONS AND WARRANTIES OF HALES:

Hales represents and warrants to CLNV that the representations and warranties contained in this Article 6 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

6.1 **Personal Status**. Hales is an individual residing in the State of California, with the requisite power and authority to own and use his properties and assets and to carry on his business as currently conducted.

6.2 **Execution and Performance of Agreement**. Hales has the requisite right, power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by Hales in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite proceedings have been taken and Hales has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by Hales of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by Hales and constitutes the valid, binding, and enforceable obligation of Hales, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

6.3 **Effect of Agreement**. As of the Closing, the consummation by Hales of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement, will not:

(a) Violate any Requirement of Law applicable to or binding upon Hales; or

(b) Violate the terms of any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon Hales or to which Hales is subject.

6.4 **Investor Status**.

(a) Hales has substantial experience in evaluating and investing in securities of companies similar to CLNV and acknowledges that it can protect its own interests. Hales has such knowledge and experience in financial and business matters so he is capable of evaluating the merits and risks of acquiring the Revenue Interest.

(b) Hales is an "accredited investor" within the meaning of the Securities Act.

(c) The Revenue Interest is being acquired by Hales for his own account, for investment purposes only, and with no present intention of distributing, selling, or otherwise disposing of the Revenue Interest.

6.5 **Investigation**. Hales is purchasing the Revenue Interest based upon his own independent investigation and evaluation of CLNV. Hales is expressly not relying on any oral representations made by CLNV or CLNV with regard to the Revenue Interest or CLNV.

6.6 **Reliance**. Hales recognizes, understands, and agrees that CLNV will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

## 7. RELATED COVENANTS:

7.1 **Expenses**. All costs and expenses incurred or arising from the execution and performance of this Agreement and the purchase and sale described in this Agreement shall be borne by the Party incurring said expense.

7.2 **Taxes**. Hales and CLNV shall bear the responsibility for their respective taxes, if any, arising out of the consummation of the transactions contemplated herein and for the filing of all necessary tax returns and reports with respect to such taxes.

7.3 **Transaction Documents**. The Parties agree to execute all additional documents reasonably required to effect the transactions envisioned hereunder (collectively, the "Transaction Documents").

7.4 **Non-Circumvention**. CLNV hereby covenants and agrees that it will not, by amendment of its Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, and will at all times in good faith carry out all the provisions of this Agreement and take all action as may be required to protect the rights of Hales hereunder.

7.5 **Illegality**. Nothing in this Agreement shall be construed or shall operate, either presently or prospectively, to require CLNV to make any payment or do any act contrary to law. If it should be held that any amount payable hereunder is in excess of the maximum permitted by applicable law, the amount payable hereunder shall be reduced to the maximum amount permitted by applicable law, and any excess of the said maximum amount permitted by law shall be cancelled automatically.

7.6 **Reformation and Severability**. In the event any state, federal, or local law or regulation, now existing or enacted in the future, is interpreted by judicial decision, or a regulatory agency in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, the Parties shall amend and reform this Agreement to the minimum extent necessary to preserve the underlying economic and financial arrangements between the Parties.

7.7 **Independent Legal Counsel**. The Parties to this Agreement warrant, represent, and agree that in executing this Agreement, each has done so with full knowledge of the rights each may have with respect to the other Party, and that each has received, or has had the opportunity to receive, independent legal advice as to these rights. Each of the Parties has executed this Agreement with full knowledge of these rights, and under no fraud, duress, or undue influence.

7.8 **Receipt of Other Proceeds**. CLNV shall provide written notice to Hales on the same day of its receipt of Other Proceeds.

## 8. ADDITIONAL PROVISIONS:

8.1 **Entire Agreement**. This Agreement, and all references, documents, or instruments referred to herein, contains the entire agreement and understanding of the Parties in respect to the subject matter contained herein. The Parties have expressly not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes (i) any and all prior written or oral agreements, understandings, and negotiations between the Parties with respect to the subject matter contained herein; and, (ii) any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

8.2 **Severability**. Each provision herein is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void or invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.

8.3 **Governing Law**. This Agreement shall be governed by the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada. If any court action is necessary to enforce the terms and conditions of this Agreement, the Parties hereby agree that the state or federal courts in Clark County, Nevada, shall be the sole jurisdiction and venue for the bringing of such action.

8.4 **Enforcement**. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in

addition to any other remedy to which they are entitled at law or in equity. The remedies of the Parties under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

8.5 **Waiver**. No failure by any Party to insist on the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy on a breach shall constitute a waiver of any such breach or of any other covenant, duty, agreement, or condition.

8.6 **Recovery of Fees by Prevailing Party**. In the event of any legal action (including arbitration) to enforce or interpret the provisions of this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses, including expert witness fees, of the prevailing Party in such amount as the court shall determine, as well as same incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgment.

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8.10 **Provision Not Construed Against Party Drafting Agreement**. This Agreement is the result of negotiations by and between the Parties; is the product of the work and efforts of all Parties; and, shall be deemed to have been drafted by all Parties. Each Party has had the opportunity to be represented by independent legal counsel of its choice. In the event of a dispute, no Party may claim that any provision should be construed against any other Party by reason of the fact that it was drafted by one particular Party.

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8.13 **Definitional Provisions**. For purposes of this Agreement, (i) those words, names, or terms which are specifically defined herein shall have the meaning specifically ascribed to them; (ii) wherever from the context it appears appropriate, each term stated either in the singular or plural shall include the singular and plural; (iii) wherever from the context it appears appropriate, the masculine, feminine, or neuter gender, shall each include the others; (iv) the words "hereof", "herein", "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; (v) all references to "Dollars" or "$" shall be construed as being United States Dollars; (vi) the term "including" is not limiting and means "including without limitation"; and, (vii) all references to all statutes, statutory provisions, regulations, or similar administrative provisions shall be construed as a reference to such statute, statutory

provision, regulation, or similar administrative provision as in force at the date of this Agreement and as may be subsequently amended.

**9. EXECUTION**: This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by Fax or E-Mail such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or E-Mail were an original thereof.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties, and shall be effective as of and on the Effective Date. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and, (ii) it is duly authorized and empowered to execute and deliver this Agreement.

**CLNV:**

CLEAN VISION CORPORATION,
a Nevada corporation

BY: Signed by: C=B8B488C662478... _____

NAME: Dan Bates

TITLE: CEO

DATED: 4/27/25

**HALES:**

_____
WILLIAM HALES

DATED: _____

# REVENUE INTEREST PURCHASE AGREEMENT

**THIS REVENUE INTEREST PURCHASE AGREEMENT** (the "Agreement") is entered into effective as of the ____ day of April, 2025 (the "Effective Date") by and between CLEAN VISION CORPORATION, a Nevada corporation ("CLNV") with an address of 2006 N. Sepulveda Blvd., Suite 1051, Manhattan Beach, California, 90266, for purposes of notice hereunder; **and**, MZ DIGITAL LLC , a Delaware limited liability company ("MZ"), with an address of 572 Hidden Ridge Ct., Encinitas, California, 92024, for purposes of notice hereunder. CLNV and MZ are sometimes referred to collectively herein as the "Parties", and each individually as a "Party".

## 1. RECITALS:

**A.** CLNV is a public company and a mandatory filer with the SEC pursuant to the Securities Exchange Act of 1934, as amended from time-to-time (the "Exchange Act").

**B.** CLNV derives substantially all of its revenue through the operations of a subsidiary, and is proposing to increase revenues from (i) recycling services; (ii) the sale of commodities; (iii) the sale of environmental credits; and, (iv) royalties and/or the sale of equipment.

**C.** CLNV has agreed to sell to MZ, and MZ has agreed to acquire from CLNV, a continuing interest in the revenue generated by CLNV and each of its subsidiaries and from any and all sources (the "Total Revenue") pursuant to the terms and conditions of this Agreement (the "Revenue Interest").

**D.** This Agreement and the Revenue Interest represents a "security", as that term is commonly defined under the applicable rules and regulations of the Securities Act of 1933, as amended from time-to-time (the "Securities Act"), and the Parties specifically intend that neither this Agreement nor the Revenue Interest constitute a debt instrument.

**E.** MZ has been given the opportunity to conduct all due diligence on CLNV and the Revenue Interest to the complete satisfaction of MZ.

**F.** **NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## 2. PURCHASE OF REVENUE INTEREST:

2.1 **Purchase**. CLNV shall sell, transfer, convey, and deliver to MZ, and MZ shall purchase from CLNV, the Revenue Interest, pursuant to this Agreement.

2.2 **Purchase Price**. MZ hereby acquires the Revenue Interest for a purchase price of Fifty Thousand Dollars ($50,000), referred to herein as the "Purchase Price".

2.3 **Payment**. The Purchase Price shall be deemed paid in full upon CLNV's receipt of a wire transfer in immediately available funds in the amount of Forty Nine Thousand Dollars ($49,000) from MZ, representing the Purchase Price less One Thousand ($1,000) for the payment of professional fees incurred by MZ. The Parties agree that full and adequate consideration for the Revenue Interest will have been paid upon receipt of the wire, and that MZ is not required to pay or deliver any additional payment or consideration for the Revenue Interest.

2.4 **Revenue Interest**. Commencing on 01 May 2025 and continuing thereafter until all amounts due and payable in accordance with Section 4.1 are repaid (the "Pay-out Period"), CLNV shall pay to MZ Eight Hundred Thirty-Three Dollars and Fifty Cents ($833.50) per calendar month from the monthly Total Revenue, with the first payment to be paid on or before the 05 June 2025 (the "Commencement Date"), and continuing thereafter on the fifth

day of each succeeding month during the Pay-out Period. However, no such payment shall be due for the month in which the last payment of the Repurchase Price is tendered hereunder.

2.5 **Deficiency in Total Revenue**. In the event of any deficiency in monthly Total Revenue to pay the then due monthly payment under Section 2.4, CLNV shall pay all such deficiencies from any and all available sources. No such deficiency shall relieve CLNV of its obligation to timely remit all payments due under Section 2.4

**3. COMMITMENT SHARES:**

3.1 **Issuance of Commitment Shares**. As additional consideration hereunder, the Parties agree that upon full execution of this Amendment, CLNV issue to MZ two hundred fifty thousand (250,000) shares of its common stock (the "Commitment Shares"), which shall be issued by CLNV's transfer agent in book entry format within three (3) business day after full execution of this Agreement.

3.2 **Status of Commitment Shares**. All Commitment Shares issued to MZ hereunder will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof, with MZ being entitled to all rights accorded to a holder of CLNV common stock. None of the Commitment Shares will be subject to pre-emptive rights or other similar rights of stockholders of CLNV, and will not impose personal liability upon MZ, other than restrictions on transfer as restricted shares under the Securities Act.

**4. REPURCHASE OPTIONS:**

4.1 **Repurchase Price**. The price to be paid for the exercise of an option under this Article III (the "Repurchase Price") shall be equal to: (i) during the period starting on the Effective Date and ending on the day immediately preceding the Commencement Date (the "Initial Period"), Fifty One Thousand Two Hundred Dollars ($51,200); and, (ii) starting on the Commencement Date and throughout the Pay-out Period, Fifty Five Thousand Dollars ($55,000), referred to herein as the "Increased Amount". Monthly payments under Section 2.4 hereunder shall not reduce or otherwise be applied toward payment of the Repurchase Price.

4.2 **Call Option**. At all times hereunder, CLNV shall have the right to repurchase the Revenue Interest, in whole or in part, upon no less than two (2) days prior written notice by making a payment toward the Repurchase Price by wire transfer of immediately available funds. The Increased Amount shall be reduced by all amounts paid, if any, during the Initial Period.

4.3 **Put Option**. MZ shall have the right to require CLNV to repurchase the Revenue Interest, in whole or in part, as follows:

(a) MZ shall have the option to require CLNV to pay to MZ the applicable Repurchase Price within five (5) business days of CLNV receiving proceeds (the "Other Proceeds") other than Total Revenue (loans, grants, stock purchases, e.g.) at least equal to the applicable Repurchase Price.

(b) All payments under this Section 4.3 shall be in the form of a wire transfer of immediately available funds.

**5. REPRESENTATIONS AND WARRANTIES OF CLNV:**

CLNV represents and warrants to MZ that the representations and warranties contained in this Article 5 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

5.1 **Organization**. CLNV is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Nevada, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. CLNV is not violation or default of any of the provisions of its Articles of Incorporation, Bylaws, or other organizational or charter documents. CLNV is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business

conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any of the Transaction Documents; or, (ii) a material adverse effect on the ability of CLNV to perform in any material respect on a timely basis its obligations under any of the Transaction Documents, and no proceeding of any kind has been instituted in any such jurisdiction revoking, limiting, or curtailing or seeking to revoke, limit, or curtail such power and authority or qualification.

5.2 **Execution and Performance of Agreement**. CLNV has the requisite right, corporate power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by CLNV in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite corporate proceedings have been taken and CLNV has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by CLNV of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by CLNV and constitutes the valid, binding, and enforceable obligation of CLNV, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

5.3 **Effect of Agreement**. The consummation by CLNV of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement and the Transaction Documents to which it is a party, will not:

(a) Violate any judgment, statute, law, code, act, order, writ, rule, ordinance, regulation, governmental consent or governmental requirement, or determination or decree of any arbitrator, court, or other governmental agency or administrative body, which now or at any time hereafter may be applicable to and enforceable against the relevant party, work, or activity in question or any part thereof (collectively, "Requirement of Law") applicable to or binding upon CLNV;

(b) Violate (i) the terms of the Articles of Incorporation or Bylaws of CLNV; or, (ii) any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon CLNV or to which CLNV is subject; or

(c) Result in the breach of, constitute a default under, constitute an event which with notice or lapse of time, or both, would become a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the assets of CLNV under any agreement, commitment, contract (written or oral) or other instrument to which CLNV is a party, or by which any of its assets are bound or affected.

5.4 **Litigation**. There are no investigations, actions, suits, proceedings, administrative actions, or any similar actions threatened or pending that affects the sale of the Revenue Interest, or to the best knowledge of CLNV, any of same regarding CLNV.

5.5 **Insolvency**. CLNV is not insolvent, is not in receivership, nor is any application for receivership pending; no proceedings are pending by or against it in bankruptcy or reorganization in any state or federal court; nor has it committed any act to bankruptcy.

5.6 **Broker Fee**. There has been no act or omission by CLNV which would give rise to any valid claim against any of the Parties for a brokerage commission, finder's fee, or other in-kind payment in connection with the transactions contemplated hereunder.

5.7 **Reliance**. CLNV recognizes, understands, and agrees that MZ will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

**6. REPRESENTATIONS AND WARRANTIES OF MZ:**

MZ represents and warrants to CLNV that the representations and warranties contained in this Article 6 are true, correct, and complete as of the Effective Date, except as otherwise expressly provided for to the contrary herein:

6.1 **Organization**. MZ is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. MZ is not violation or default of any of the provisions of its Certificate of Formation, Operating Agreement, or other organizational or charter documents. MZ is duly qualified to conduct business and is in good standing as a foreign limited liability company or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any of the Transaction Documents; or, (ii) a material adverse effect on the ability of MZ to perform in any material respect on a timely basis its obligations under any of the Transaction Documents, and no proceeding of any kind has been instituted in any such jurisdiction revoking, limiting, or curtailing or seeking to revoke, limit, or curtail such power and authority or qualification.

6.2 **Execution and Performance of Agreement**. MZ has the requisite right, power, authority, and capacity to enter into, execute, deliver, perform, and carry out the terms and conditions of this Agreement and (i) each of the Transaction Documents; and, (ii) each of the other instruments and agreements to be executed and delivered by MZ in connection with this Agreement, as well as all transactions contemplated hereunder. All requisite proceedings have been taken and MZ has obtained all approvals, consents, and authorizations necessary to authorize the execution, delivery, and performance by MZ of this Agreement, and each of the Transaction Documents to which it is a party. This Agreement has been duly and validly executed and delivered by MZ and constitutes the valid, binding, and enforceable obligation of MZ, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law.

6.3 **Effect of Agreement**. As of the Closing, the consummation by MZ of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement, will not:

(a) Violate any Requirement of Law applicable to or binding upon MZ; or

(b) Violate (i) the terms of the Certificate of Formation or Operating Agreement of MZ; or, (ii) any material agreement, contract, mortgage, indenture, bond, bill, note, or other material instrument or writing binding upon MZ or to which MZ is subject.

6.4 **Investor Status**.

(a) MZ has substantial experience in evaluating and investing in securities of companies similar to CLNV and acknowledges that it can protect its own interests. MZ has such knowledge and experience in financial and business matters so he is capable of evaluating the merits and risks of acquiring the Revenue Interest.

(b) MZ is an "accredited investor" within the meaning of the Securities Act.

(c) The Revenue Interest is being acquired by MZ for its own account, for investment purposes only, and with no present intention of distributing, selling, or otherwise disposing of the Revenue Interest.

6.5 **Investigation**. MZ is purchasing the Revenue Interest based upon its own independent investigation and evaluation of CLNV. MZ is expressly not relying on any oral representations made by CLNV or CLNV with regard to the Revenue Interest or CLNV.

6.6 **Reliance**. MZ recognizes, understands, and agrees that CLNV will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereunder.

**7. RELATED COVENANTS:**

7.1 **Expenses**. All costs and expenses incurred or arising from the execution and performance of this Agreement and the purchase and sale described in this Agreement shall be borne by the Party incurring said expense.

7.2 **Taxes**. MZ and CLNV shall bear the responsibility for their respective taxes, if any, arising out of the consummation of the transactions contemplated herein and for the filing of all necessary tax returns and reports with respect to such taxes.

7.3 **Transaction Documents**. The Parties agree to execute all additional documents reasonably required to effect the transactions envisioned hereunder (collectively, the "Transaction Documents").

7.4 **Non-Circumvention**. CLNV hereby covenants and agrees that it will not, by amendment of its Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, and will at all times in good faith carry out all the provisions of this Agreement and take all action as may be required to protect the rights of MZ hereunder.

7.5 **Illegality**. Nothing in this Agreement shall be construed or shall operate, either presently or prospectively, to require CLNV to make any payment or do any act contrary to law. If it should be held that any amount payable hereunder is in excess of the maximum permitted by applicable law, the amount payable hereunder shall be reduced to the maximum amount permitted by applicable law, and any excess of the said maximum amount permitted by law shall be cancelled automatically.

7.6 **Reformation and Severability**. In the event any state, federal, or local law or regulation, now existing or enacted in the future, is interpreted by judicial decision, or a regulatory agency in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, the Parties shall amend and reform this Agreement to the minimum extent necessary to preserve the underlying economic and financial arrangements between the Parties.

7.7 **Independent Legal Counsel**. The Parties to this Agreement warrant, represent, and agree that in executing this Agreement, each has done so with full knowledge of the rights each may have with respect to the other Party, and that each has received, or has had the opportunity to receive, independent legal advice as to these rights. Each of the Parties has executed this Agreement with full knowledge of these rights, and under no fraud, duress, or undue influence.

7.8 **Receipt of Other Proceeds**. CLNV shall provide written notice to MZ on the same day of its receipt of Other Proceeds.

**8. ADDITIONAL PROVISIONS:**

8.1 **Entire Agreement**. This Agreement, and all references, documents, or instruments referred to herein, contains the entire agreement and understanding of the Parties in respect to the subject matter contained herein. The Parties have expressly not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes (i) any and all prior written or oral agreements, understandings, and negotiations between the Parties with respect to the subject matter contained herein; and, (ii) any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

8.2 **Severability**. Each provision herein is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void or invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.

8.3 **Governing Law**. This Agreement shall be governed by the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada. If any court action is necessary to enforce the terms and conditions of this Agreement, the Parties hereby agree that the state or federal courts in Clark County, Nevada, shall be the sole jurisdiction and venue for the bringing of such action.

8.4 **Enforcement**. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. The remedies of the Parties under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

8.5 **Waiver**. No failure by any Party to insist on the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy on a breach shall constitute a waiver of any such breach or of any other covenant, duty, agreement, or condition.

8.6 **Recovery of Fees by Prevailing Party**. In the event of any legal action (including arbitration) to enforce or interpret the provisions of this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses, including expert witness fees, of the prevailing Party in such amount as the court shall determine, as well as same incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgment.

8.7 **Recitals**. The facts recited in Article 2, above, are hereby conclusively presumed to be true as between and affecting the Parties.

8.8 **Amendment**. This Agreement may be amended or modified only by a writing signed by all Parties.

8.9 **Successors and Assigns**. Except as expressly provided in this Agreement, each and all of the covenants, terms, provisions, conditions, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. This Agreement is not assignable by either Party without the expressed written consent of all Parties.

8.10 **Provision Not Construed Against Party Drafting Agreement**. This Agreement is the result of negotiations by and between the Parties; is the product of the work and efforts of all Parties; and, shall be deemed to have been drafted by all Parties. Each Party has had the opportunity to be represented by independent legal counsel of its choice. In the event of a dispute, no Party may claim that any provision should be construed against any other Party by reason of the fact that it was drafted by one particular Party.

8.11 **Further Assurances**. Each Party agrees (i) to furnish upon request to each other Party such further information; (ii) to execute and deliver to each other Party such other documents; and, (iii) to do such other acts and things, all as another Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions envisioned hereunder. However, this provision shall not require that any additional representations or warranties be made and no Party shall be required to incur any material expense or potential exposure to legal liability pursuant to this Section 8.11.

8.12 **Best Efforts**. Each Party shall cooperate in good faith with the other Parties generally, and in particular, the Parties shall use and exercise their best efforts, taking all reasonable, ordinary and necessary

measures to ensure an orderly and smooth relationship under this Agreement, and further agree to work together and negotiate in good faith to resolve any differences or problems which may arise in the future. However, the obligations under this Section 8.12 shall not include any obligation to incur substantial expense or liability.

8.13 **Definitional Provisions**. For purposes of this Agreement, (i) those words, names, or terms which are specifically defined herein shall have the meaning specifically ascribed to them; (ii) wherever from the context it appears appropriate, each term stated either in the singular or plural shall include the singular and plural; (iii) wherever from the context it appears appropriate, the masculine, feminine, or neuter gender, shall each include the others; (iv) the words "hereof", "herein", "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; (v) all references to "Dollars" or "$" shall be construed as being United States Dollars; (vi) the term "including" is not limiting and means "including without limitation"; and, (vii) all references to all statutes, statutory provisions, regulations, or similar administrative provisions shall be construed as a reference to such statute, statutory provision, regulation, or similar administrative provision as in force at the date of this Agreement and as may be subsequently amended.

**9. EXECUTION**: This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by Fax or E-Mail such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or E-Mail were an original thereof.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties, and shall be effective as of and on the Effective Date. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and, (ii) it is duly authorized and empowered to execute and deliver this Agreement.

**CLNV:**

CLEAN VISION CORPORATION,
a Nevada corporation

Signed by:
BY: _____
CFB8B468C662478...

NAME: Dan Bates

TITLE: CEO

DATED: 4/27/25

**MZ:**

MZ DIGITAL LLC,
a Delaware limited liability company

Signed by:
BY: Edward Haberfield
C65722BBADF2444...

NAME: Edward Haberfield

TITLE: President

DATED: 5/5/2025