Â Â UNITEDSTATESSECURITIESAND EXCHANGE COMMISSIONWashington,D.C. 20549Â FORM10-KÂ (MarkOne)â˜’Â ANNUALREPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934Â Forthe fiscal year ended: June 30, 2024Â â˜Â TRANSITIONREPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934Â Forthe transition period from _____ to _____Â CommissionFile No. 001-42033Â CleanCore Solutions, Inc. (Exact name of registrant as specified in its charter) Â Nevada Â 88-4042082 (State or other jurisdiction of incorporation or organization) Â (I.R.S. Employer Identification No.) Â Â Â 5920 S 118th Circle, Omaha, NE Â 68137 (Address of principal executive offices) Â (Zip Code) Â (877) 860-3030 (Registrantâ€™s telephone number, including area code) Â Securitiesregistered pursuant to Section 12(b) of the Act:Â Title of each class Â Trading Symbol(s) Â Name of each exchange on which registered Class B Common Stock, par value $0.0001 per share Â ZONE Â NYSE American LLC Â Securitiesregistered pursuant to Section 12(g) of the Act: NoneÂ Indicateby check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.Â YesÂ â˜Â Noâ˜’Â Indicateby check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.Â YesÂ â˜Â NoÂ â˜’Â Indicateby check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities ExchangeAct 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 â˜’Â NoÂ â˜Â Indicateby check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).YesÂ â˜’Â No â˜Â Indicateby check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reportingcompany, or emerging growth company. See the definitions of â€œlarge accelerated filer,â€ â€œaccelerated filer,â€ â€œsmallerreporting company,â€ and â€œemerging growth companyâ€ in Rule 12b-2 of the Exchange Act.Â Â Â Large accelerated filer â˜ Accelerated filer â˜ Â Non-accelerated filer â˜’ Smaller reporting company â˜’ Â Emerginggrowth company â˜’Â Â Â Ifan emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complyingwith any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. â˜Â Indicateby check mark whether the registrant has filed a report on and attestation to its managementâ€™s assessment of the effectivenessof its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act by the registered public accounting firmthat prepared or issued its audit report. â˜Â Ifsecurities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrantincluded in the filing reflect the correction of an error to previously issued financial statements. â˜Â Indicateby check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensationreceived by any of the registrantâ€™s executive officers during the relevant recovery period pursuant to Â§240.10D-1(b). â˜Â Indicateby check mark whether registrant is a shell company (as defined in Rule 12b-2 of the Act). YesÂ â˜Â NoÂ â˜’Â Asof December 29, 2023 (the last business day of the registrantâ€™s most recently completed second fiscal quarter), the aggregate marketvalue of the registrantâ€™s class B common stock held by non-affiliates could not be determined because the registrantâ€™s classB common stock was not yet trading on any exchange.Â As of such date, there were 3,105,940 shares of class B common stock issuedand outstanding, of which 2,545,824 shares were held by affiliates. Executive officers, directors and by each person who owns 10% ormore of the outstanding class B common stock may be deemed to be affiliates of the registrant. This determination of affiliate statusis not necessarily a conclusive determination for other purposes.Â Asof September 19, 2024, there were a total of 7,965,919 shares of the registrantâ€™s class B common stock issued and outstanding.Â DOCUMENTSINCORPORATED BY REFERENCENone.Â Â Â Â Â CleanCoreSolutions, Inc.Â AnnualReport on Form 10-KYearEnded June 30, 2024Â Â TABLE OF CONTENTSÂ PART I Â Â Â Â Â Item 1. Â Business Â 1 Item 1A. Â Risk Factors. Â 8 Item 1B. Â Unresolved Staff Comments. Â 24 Item 1C. Â Cybersecurity. Â 24 Item 2. Â Properties. Â 25 Item 3. Â Legal Proceedings. Â 25 Item 4. Â Mine Safety Disclosures. Â 25 Â Â Â Â Â PART II Â Â Â Â Â Item 5. Â Market for Registrantâ€™s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities. Â 26 Item 6. Â [Reserved] Â 26 Item 7. Â Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operations. Â 26 Item 7A. Â Quantitative and Qualitative Disclosures About Market Risk. Â 33 Item 8. Â Financial Statements and Supplementary Data. Â 33 Item 9.Â Â Â Changes in and Disagreements with Accountants on Accounting and Financial Disclosure. Â 33 Item 9A. Â Controls and Procedures. Â 33 Item 9B. Â Other Information. Â 34 Item 9C. Â Disclosure Regarding Foreign Jurisdictions That Prevent Inspections. Â 34 Â Â Â Â Â PART III Â Â Â Â Â Item 10. Â Directors, Executive Officers and Corporate Governance. Â 35 Item 11. Â Executive Compensation. Â 39 Item 12. Â Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters. Â 44 Item 13. Â Certain Relationships and Related Transactions, and Director Independence. Â 46 Item 14. Â Principal Accounting Fees and Services. Â 46 Â Â Â Â Â PART IV Â Â Â Â Â Item 15. Â Exhibit and Financial Statement Schedules. Â 47 Item 16. Â Form 10-K Summary. Â 49 Â Â i Â INTRODUCTORYNOTESÂ Useof TermsÂ Exceptas otherwise indicated by the context and for the purposes of this report only, references in this report to â€œwe,â€ â€œus,â€â€œourâ€ and â€œour companyâ€ refer to CleanCore Solutions, Inc., a Nevada corporation; provided that all discussionsin this report regarding our business and operations prior to the acquisition described under Item 1 â€œBusinessâ€”OurCorporate History and Structureâ€ below refer to the business and operations of our predecessor companies described below.Â SpecialNote Regarding Forward-Looking StatementsÂ Thisreport contains forward-looking statements that are based on our managementâ€™s beliefs and assumptions and on information currentlyavailable to us. All statements other than statements of historical facts are forward-looking statements. These statements relate tofuture events or to our future financial performance and involve known and unknown risks, uncertainties and other factors that may causeour actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity,performance or achievements expressed or implied by these forward-looking statements. Forward-looking statements include, but are notlimited to, statements about:Â â— ourgoals and strategies;Â â—our future business development, financial condition and results of operations;Â â— expected changes in our revenue, costs or expenditures;Â â—growth of and competition trends in our industry;Â â—our expectations regarding demand for, and market acceptance of, our products and services;Â â—our expectations regarding our relationships with investors, institutional funding partners and other parties we collaborateÂ with;Â â— fluctuations in general economic and business conditions in the market in which we operate;Â andÂ â—relevant government policies and regulations relating to our industry.Â Insome cases, you can identify forward-looking statements by terms such as â€œmay,â€ â€œcould,â€ â€œwill,â€â€œshould,â€ â€œwould,â€ â€œexpect,â€

â€œplan,â€ â€œintend,â€ â€œanticipate,â€â€œbelieve,â€ â€œestimate,â€ â€œpredict,â€ â€œpotential,â€ â€œprojectâ€ or â€œcontinueâ€or the negative of these terms or other comparable terminology. These statements are only predictions. You should not place undue relianceon forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which are, in some cases,beyond our control and which could materially affect results. Factors that may cause actual results to differ materially from currentexpectations include, among other things, those listed under Item 1A â€œRisk Factorsâ€ and elsewhere in this report.If one or more of these risks or uncertainties occur, or if our underlying assumptions prove to be incorrect, actual events or resultsmay vary significantly from those implied or projected by the forward-looking statements. No forward-looking statement is a guaranteeof future performance.Â Inaddition, statements that â€œwe believeâ€ and similar statements reflect our beliefs and opinions on the relevant subject. Thesestatements are based upon information available to us as of the date of this report, and while we believe such information forms a reasonablebasis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we haveconducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain,and investors are cautioned not to unduly rely upon these statements.Â Theforward-looking statements made in this report relate only to events or information as of the date on which the statements are made inthis report. Except as expressly required by the federal securities laws, there is no undertaking to publicly update or revise any forward-lookingstatements, whether as a result of new information, future events, changed circumstances or any other reason.Â ii Â PARTIÂ ITEM 1. BUSINESS.Â OverviewÂ Wespecialize in the development and production of cleaning products that produce pure aqueous ozone for professional, industrial, or homeuse. We have a patented nanobubble technology using aqueous ozone that we believe is highly effective in cleaning, sanitizing, and deodorizingsurfaces and high-touch areas.Â Ourmission is to become a leader in creating safe, clean spaces that are free from any chemical residue or skin irritants. We are currentlyexpanding our distributor network, improving our production processes, and proving the effectiveness of our products in restaurants,airports, and hotels.Â Asnoted by the U.S. Environmental Protection Agency, or the EPA (â€œWastewater Technology Fact Sheet: Ozone Disinfection,â€ September1999), ozone has been used in water treatment facilities to remove pathogens from water for decades. However, ozone was not safe fortraditional cleaning because the gas alone can be harmful when inhaled. In recent years, ozone has been found to become a powerful cleaningsolution if infused into tap water, which then creates a solution called aqueous ozone. Once the ozone is added into the water, the resultingsolution is safe to handle, yet continues to hold the effective cleaning and oxidizing components of ozone.Â Ourproduct offerings utilize a patented technology that we believe produces an enhanced aqueous ozone solution that requires no additives,filters, or advanced chemicals. We believe that we are the only company that has an aqueous ozone solution that is produced in the formof nanobubbles. In a critical review from Environmental Science Nano (â€œDisinfection applications of ozone micro- and nanobubbles,â€November 2, 2021) authors Petroula Seridou and Nicolas Kalogerakis explain that since its discovery in the 1990â€™s, nanobubbleshave been used to remove pollutants in many industries, including biopharma and food processing. Nanobubbles are nanometer-sized (onebillionth of a meter) gaseous cavities in a liquid solution. The common micro sized bubbles have larger diameters which causes them torise quickly to the surface of an aqueous solution as compared to the smaller bubbles.Â Â Â Sincenanobubbles have no natural buoyancy, they remain underwater, where each tiny, negatively charged bubble is attracted to positively chargedpollutants and harmful toxins. In the article, Seridou and Kalogerakis write about how this union causes the nanobubbles to release ozonewhich extinguishes pathogens and slowly breaks down the cell walls of mold, germs, and other residues. Further, a smaller size of nanobubblesis also more effective as it has a higher density of ozone and is able to provide a more thorough surface coverage, which destroys ahigher number of contaminants.Â Ourpure aqueous ozone product is a natural cleaner, sanitizer, and deodorizer produced through the infusion of ozone into water using electricity.The use of this ozone solution has been proven effective in eliminating germs, viruses, bacteria, allergens, and molds; and it performsbetter than bleach according to a research report published by PLoS One (â€œThe microbial killing capacity of aqueous and gaseousozone on different surfaces contaminated with dairy cattle manure,â€ May 14, 2018). Aqueous ozone technology has been tested andpreviously destroyed pathogens including E. Coli, Staphylococcus, Listeria, and Salmonella as described in Catalyst journal (â€œOzoneand Photocatalytic Processes for Pathogens Removal from Water: A Review,â€ January 5, 2019). The solution cleans hard surfaces,floors, carpets, upholstery, and food contact surfaces.Â Inaddition, in an independent case study at Cape Coral Hospital in Florida, the aqueous ozone solution worked to significantly deodorizesmells. The same internal case study notes that the aqueous ozone does not mask smells, but instead destroys the bacterium causing thesmell.Â 1 Â Ouraqueous ozone solution is referred to as â€œpureâ€ because of its ability to keep high concentration of ozone in the solutionwithout needing to use a stabilizer or additive. Depending on the product, the pure aqueous ozone solution contains between 0.5 to 1.5parts per million, or ppm, of ozone for professional cleaning and up to 20 ppm of ozone for industrial cleaning. At these levels, webelieve the concentration of ozone within the solution is strong enough to effectively clean and deodorize better than bleach.Â CorporateHistory and StructureÂ Wewere incorporated in the State of Nevada on August 23, 2022 under the name CC Acquisition Corp. for the sole purpose of acquiring substantiallyall of the assets of CleanCore Solutions, LLC, a Delaware limited liability company, or CleanCore LLC, TetraClean Systems, LLC, a Delawarelimited liability company, or TetraClean, and Food Safety Technology L.L.C., a Delaware limited liability company, or Food Safety. OnNovember 21, 2022, we changed our name from CC Acquisition Corp. to CleanCore Solutions, Inc.Â OnOctober 17, 2022, we entered into an asset purchase agreement with CleanCore LLC, TetraClean, Food Safety and Burlington Capital, LLC,or Burlington, the majority owner of these entities, pursuant to which we acquired substantially all of the assets of CleanCore LLC,TetraClean and Food Safety for a total purchase price of $5,000,000, consisting of $2,000,000 in cash and the issuance of a promissorynote in the principal amount of $3,000,000.Â Thepredecessor of CleanCore LLC was CleanCore Technologies, LLC, which was formed in 2014 and was wholly owned by Center Ridge Holdings,LLC. CleanCore LLC was formed in 2019 by Burlington and Walker Water, LLC d/b/a O-Z Tech. In 2019, prior to the formation of CleanCoreLLC, Center Ridge Holdings, LLC transferred substantially all of the assets of CleanCore Technologies, LLC to Burlington, which thentransferred such assets to CleanCore LLC. TetraClean and Food Safety were created to focus on industrial and food safety, respectively.CleanCore LLC, TetraClean, and Food Safety were all under majority control by Burlington prior to the acquisition by CC Acquisition Corp.All discussions in this report regarding our business prior to the acquisition reflect the combined business of CleanCore LLC, TetraClean,and Food Safety, our predecessor companies. Prior to the acquisition, we had no operations other than operations relating to our incorporationand organization.Â Wedo not have any subsidiaries.Â IndustryÂ Ourmarket encompasses the global household cleaning market, the global food service market, the global commercial and residential laundrymarket, and the global health care market. According to Report Linker,

the global service cleaning market is expected to reach $92.69billion by 2027, rising at a 7.80% CAGR during the forecast period. The global household cleaners market size was valued at $33.8 billionin 2021 and is expected to expand at a CAGR of 4.9% from 2022 to 2028. We believe this can be credited to the increasing awareness regardinghygiene among consumers. The constant developments in the household cleaner sector are also likely to boost industry demand.Â There is a growing demand for green cleaning and eco-friendly productsthat are effective, safe, and sanitary. According to a report published by Allied Market Research, theÂ global industrial cleaningequipment marketÂ amassed revenue of $9.12 billion in 2021, and is expected to hit $14.14 billion by 2031, registering a CAGR of 4.3%from 2022 to 2031. A market report from Research and Markets noted that the global household green cleaning products market is expectedto grow to $27.83 billion at a CAGR of 6.50% from 2017 to 2024.Â Thereis also a high demand in the food and beverage cleaning industry for effective and eco-friendly cleaning suppliers and cleaning solutions.According to an article by Arizton Advisory and Intelligence (â€œUS Food and Beverage Industry Cleaning Services Market Size to ReachRevenues USD 2.4 Billion by 2026,â€ March 24, 2021), the U.S. food and beverage industry cleaning services market is expected togrow at a CAGR of approximately 7% from 2020 to 2026. We believe the rising awareness in the food and beverage cleaning industry is alsoencouraging vendors to rely on green cleaning services, which is expected to generate incremental income. Further, driven by the COVID-19pandemic and its impact on customer and provider expectations of cleanliness, the demand for disinfection services in the food and beverageindustry is expected to grow at a CAGR of over 6% through 2022.Â Thecleaning, healthcare and sanitation market is also receiving interest from government agencies, such as British Columbiaâ€™s GreenCareSustainability Strategic Framework, to develop and retain better, environmentally sustainable, and innovative cleaning solutions. Governmentinitiatives have led some transitions into different and alternative cleaning technologies, and environmentally conscious institutionsare expected to increase their demand for alternative cleaning products. While traditional disinfectants will continue to be routinelyused in hospitals to sterilize and remove viruses and pathogens, we believe there is a place for aqueous ozone technology to be introducedin clinical settings. For instance, Cape Coral Hospital in Florida, along with two other hospitals, integrated aqueous ozone as roomdeodorizes as part of their environmental services program effort.Â 2 Â Basedon the above, the demand for alternative environmentally conscious cleaning solutions is increasing, and we believe our aqueous ozonepatented technology effectively cleans and reduces environmental impact, and as a result, that the demand for our products and serviceswill continue to grow.Â ProductsÂ Weoffer products and solutions that are marketed for janitorial and sanitation, ice machine cleaning, laundry, and industrial industries.Our products are used in many types of environments including retail establishments, distribution centers, factories, warehouses, restaurants,schools and universities, airports, healthcare, food service, and commercial buildings such as offices, malls, and stores.Â Janitorialand SanitationÂ Withinthe janitorial and sanitation sector, we currently manufacture the following products:Â â—Fill Stations: Wall-mounted units that produce on demand aqueous ozone and can fill up spray bottles or buckets for general cleaning, including our 1.0 Fill Station, which can produce one gallon per minute of aqueous ozone for users with smaller cleaning needs, and our 3.0 Fill Station, which can produce three gallons per minute and is designed for commercial and industrial cleaning requirements.Â â—POWER CADDY: A 12-gallon tank that generates aqueous ozone within it, so users are able to generate on-site, on-demand aqueous ozone as they clean. These units come equipped with a spray gun and vacuum hose to properly clean all locations. The POWER CADDY includes a high-pressure spray gun with a pressure per inch boost over 100 for more intense cleaning.Â â—POWER MINI CADDY. A six-gallon tank that generates aqueous ozone within it, so users are able to generate on-site, on-demand aqueous ozone as they clean. This product comes equipped with a spray gun and vacuum hose to properly clean all locations. The MINI CADDY is a smaller version of the POWER CADDY that is popular in smaller areas such as restaurants.Â IceSystemÂ TheIce Treatment System establishes a proactive ice machine cleaning program. Cleaning ice machines is a labor intensive and slow processthat needs to happen often to stop the buildup of bacteria and mold in the ice machine, the buildup of which could contaminate the icesupply. Ice machines, like other water systems used within indoor environments, create ideal conditions for fostering the growth of bacteriaand mold. Pure aqueous ozone is highly effective in cleaning the inside of ice machines. Our Ice System destroys bacteria by sending0.50 ppm of aqueous ozone through the ice machine each time it makes more ice. Aqueous ozone proactively prevents the growth of Listeria,Salmonella, E. Coli, Norwalk Virus, and Shigella in the ice and keeps the ice pure while preventing respiratory and gastrointestinalillnesses.Â Â Â 3 Â Commercialand Residential LaundryÂ Webelieve that the laundry unit effectively oxidizes and deodorizes to extend the life of your laundry. When the laundry ozone unit isconnected to a washing machine, the aqueous ozone is used to clean towels and linens. As a result, by avoiding harsh chemicals, the aqueousozone may expand the life of the linens, reduce dry time, and eliminate skin irritation. The flow rate of the commercial product is fiveGPM on each line.Â IndustrialCleaning ProductsÂ Wealso plan to make aqueous ozone available for industrial applications, primarily for the purpose of keeping industrial plants and productionlines clean. We believe this industrial product is safe to be used on food-contact surfaces and has been used in meat packing plantsto eliminate the need to stop the packaging line for cleaning. Additional applications for this product may include pet food packagingand manufacturing, canning operations, breweries, wineries, distilleries, and consumer health manufacturers.Â Webuild customized cleaningsystems to meet the required needs of our clients. Our systemâ€™s volume output ranges from 10-250 GPM of our patented solution.The concentration levels of our aqueous ozone solutions can be adjusted to suit our clientâ€™s distinctive needs.Â Multipleunits can be placed in tandem for large volume projects. Concentration levels of ozone can be established at up to 20 ppm of ozone.Â Sanitizingand Disinfectant TabletsÂ Brandedâ€œGreenKlean,â€ these chlorinated tabletskill 99.9% of viruses and bacteria on a surface. These tablets eliminate odors while disinfecting and can be used on a variety of hardnon-porous surfaces. We believe each tablet is easy to use, fast dissolving in water, and each tablet provides a single, standardizedcleaning dose. The solution created from the tablet when mixed with water may be applied with a spray device, cloth, wipe, sponge, brush,or mop. Each tablet is effective for up to three days in a closed container and should be prepared daily when used in open containers.Generally, there is no need to rinse off the product after cleaning, the surface just needs to fully air dry, with no remaining residueleft nor harm to the surfacesâ€™ finish. The tablets are made according to standards of the National Science Foundation, an independentagency of the United States government that supports fundamental research and education in all the non-medical fields of science andengineering, under the â€œD2â€ classification, which means these tablets may be used as an antimicrobial agent that would notneed to be rinsed or qualified as a â€œno rinse sanitizer.â€Â ManufacturingÂ Wecurrently source components and raw materials both domestically and overseas from vendors. The components and raw materials are shippedto our facility in Omaha, NE and assembled. We have implemented a strict quality control program which is run by our Director of Operationsalong with our Lead Production Supervisor. We have inventory control systems at our facilitiesthat track each manufacturing and packaging

component as we receive it from our supply sources through manufacturing and shipment ofeach product to customers. To facilitate this tracking, most products we sell are bar coded. We believe our distribution capabilitiesincrease our flexibility in responding to our customersâ€™ delivery requirements.Â Ourmanufacturing operations are designed to allow low-costÂ production of a wide variety of products of different quantities, physicalsizes and packaging formats, while maintaining a high level of customer service and quality. Flexible production line changeover capabilitiesand reduced cycle times allow us to respond quickly to changes in manufacturing schedules and customer demands.Â Webelieve that our manufacturing facilities generally have sufficient capacity to meet our current business requirements and our currentlyanticipated sales.Â RawMaterials and SuppliersÂ Theprimary raw materials used in the manufacture of our products are chassis, generators, various sockets, degas cylinders, and a varietyof other components. The cost of these raw materials is a key factor in pricing our products.Â Wesource raw materials from multiple regional, national and foreign suppliers. Certain of our materials come from Asian-basedÂ suppliers.Raw materials from Asian-basedÂ suppliers may be subjected to import duties, depending on various foreign policies of the US government.As such, we continue to explore partnership or supplier opportunities to optimize our costs.Â 4 Â Wehave historically purchased certain key raw materials from a limited number of suppliers. We purchase raw materials on the basis of purchaseorders. While we believe that there is an ample supply of most of the raw materials thatwe need, in the absence of firm and long-termÂ contracts, we may not be able to obtain a sufficient supply of these raw materialsfrom our existing suppliers or alternates in a timely fashion or at a reasonable cost. If we fail to secure a sufficient supply of keyraw materials in a timely fashion, it would result in a significant delay in delivering our products. Furthermore, failure to obtaina sufficient supply of these raw materials at a reasonable cost could also harm our revenue and gross profit margins. Please see Item1A â€œRisk Factorsâ€”Risks Related to Our Business and Industryâ€”We have historically depended on a limited number ofthird parties to supply key raw materials to us and the failure to obtain a sufficient supply of these raw materials in a timely fashionand at reasonable costs could significantly delay our delivery of productsâ€ for a description of the risks related to our supplierrelationships.Â Salesand MarketingÂ Wewill utilize media, websites, email lists, social media to reach industries and new potential clients. We actively participate in a varietyof trade shows in health care, food service, commercial real estate, and schools and universities where we demonstrate and market ourproducts to thousands of potential and existing customers. We will also use these marketing tactics to grow awareness for our productsthat we deploy in various cleaning applications. Finally, we will distribute press releases, attend industry conferences, and leverageour relationships with existing customers to grow our client base. Â OnSeptember 10, 2024, we entered into a sole distributorship agreement for the distribution of our products in the European Union, UnitedKingdom, Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and United Arab Emirates. Please see Item 7 â€œManagementâ€™s Discussionand Analysis of Financial Condition and Results of Operationsâ€”Recent Developmentsâ€ for a description of this agreement.Â CustomersÂ Themost significant sales and distribution channels for our products are currently through distributors who then sell to the janitorialservices industries relating to food services, health care, education, and commercial buildings. These distributors provide sales, marketing,product training, service and maintenance for their respective end customers.Â Forthe year ended June 30, 2024, one customer, Pro-Link, Inc., accounted for 14% ofrevenue, and we had two customers, Consensus Group and Tharaldson Hospitality, that accounted for 28% each of all accounts receivableat June 30, 2024. For the year ended June 30, 2023, Pro-Link, Inc. and Sanzonate accounted for39% and 36% of revenue, respectively, and we had two customers, Sanzonate and Pro-Link, Inc., that accounted for 43% and 12%,respectively, of all accounts receivable at June 30, 2023. We do not have a long-term contract with anyof the customers mentioned. We primarily sell products to customers under individual purchase orders placed by them under theirstandard terms and conditions of sale. These terms and conditions generally include insurance requirements, representations by us withrespect to the quality of our products and our production process, our obligations to comply with law, and indemnifications by us ifwe breach our representations or obligations. There is no commitment from any of these customers to purchase from us, or from us to sellto them, any minimum amount of products.Â Theloss of any major customer could have a material adverse effect on our results of operations. See Item 1A â€œRisk Factorsâ€”RisksRelated to Our Business and Industryâ€”Our major customers account for a significant portion of our revenue and the loss of any majorcustomer could have a material adverse effect on our results of operations.â€Â CompetitionÂ Thejanitorial services industry is highly competitive and has many established, large and small global competitors. We compete against awide range of cleaning-focused businesses. Some of our current competitors may be larger than we are, have larger customer bases, greaterbrand recognition and operating histories, a dominant or more secure position, broader geographic scope, volume, scale, resources, andmore market share than we do, or offer products and services we do not offer. Other competitors are smaller, younger, companies thatmay be more agile in responding quickly to new products or changes in the market.Â Ourmajor competitors for our products are traditional cleaning companies such as Proctor and Gamble and Unilever, which are companies thatdevelop and manufacture traditional chemical cleaning products. However, to the best of our knowledge, none of them have an aqueous ozonetechnology. We also compete with companies in the aqueous ozone cleaning market such as Tennant Company, Tersano Inc., and Enozo TechnologiesInc and O3 Waterworks. Each of these companies also produces devices to make aqueous ozone, and Tersano Inc. and Enozo Technologies Inc.produce aqueous ozone products for both personal and professional use.Â 5 Â Wealso compete with a multitude of foreign, regional, and local competitors that vary by market. If our existing or future competitorsseek to gain or retain market share by reducing prices, we may be required to lower our prices, which would adversely affect our operatingresults. Similarly, if customers or potential customers perceive the products or services offered by our existing or future competitorsto be of higher quality than ours or part of a broader product mix, our revenues may decline, which would adversely affect our operatingresults.Â CompetitiveStrengths Â Webelieve that the following competitive strengths contribute to our success and differentiate us from our competitors:Â â—We have numerous patents for our technology. We currently have 14 patents for our technology. These patents cover the functions of our products that allow our machines to produce ozone in the form of nanobubbles. Â â—We have experience in the cleaning industry. Our acquisition and subsequent business with aqueous ozone products have led us to maintain and uphold significant and meaningful relationships throughout the service cleaning industry with various providers of cleaning services. Â â—We believe that our products eliminate the need for harsh chemicals and reduce costs of labor in janitorial services. Various chemical solutions for cleaning are costly, but with the aqueous ozone solution, we believe hospitals may reduce expenditures by switching to the aqueous ozone technology. Our customers in janitorial services have reported a reduced time in cleaning and sanitizing, which saves our customers on labor costs. Â â—There is no chemical residue left after using our solution, and we believe it causes less irritation compared to typical cleaning agents. When cleaning with the aqueous

ozone solution, it may remove and deodorize surfaces without using harsh caustic chemicals, and only water remains on the surface after cleaning, not any chemical residue that may require additional rinsing. As a result, our clients may report less eye, skin, and respiratory irritation after switching to our cleaning products.Â â—Our product is environmentally conscious. Our goal is to reduce packaging waste when replacing traditional cleaners and their packaging with aqueous ozone dispensers. We believe our product also reduces water consumption while cleaning. A two-year study at a major Vancouver hospital found that clients use 90% less water since the aqueous ozone technology removes the need to flush the cleaning dispensing system between various chemical cleaning agents. Overall, our products may reduce the carbon footprint of a janitorial service business when used in lieu of traditional cleaning methods. Â GrowthStrategiesÂ Thekey elements of our strategy to grow our business include:Â â—Targeting key industries. Historically, we sold our products primarily through geographic and strategic distributors across the United States and Europe in the janitorial services sector. In the past twelve months, we have shifted our focus to selling direct to end users. Our focus target groups include hospitality, education, venue, and education. Â â—Deploy marketing strategies that raise awareness for our cleaning products. We plan to expand our marketing efforts to increase awareness of our products. Our strategy includes attending industry conferences and working with salespeople to start the use of our product in new areas. Â â—Create partnerships through exclusive licensing for distributors and a direct sales model. We anticipate evolving the business model into a hybrid of both traditional distributors and a direct sales model with key salespeople penetrating the health care, education, food service, and commercial buildings industries. Our goal is also to create partnerships with some of the largest sports and entertainment arenas in the world, providing end-to-end sales and service. Â 6 Â Researchand DevelopmentÂ Weare continuing our research and development into specific product applications across our core janitorial and sanitation product line,specifically aligning our new direct sales and support strategy by evolving the existing product lines to capture new â€œreal timeâ€testing evaluations. Â Previously,we had conducted an adenosine triphosphate study on the Clemson University Core buildings to determine the cleaning effect of aqueousozone and our products. Â Weare also active in developing consumer-focused products that can be sold and marketed online and in large box retail stores across thecountry. We are exploring the development of our products for expanded usage in key market segments such as health care, food service,and commercial cleaning industries. Â IntellectualPropertyÂ Currently,we hold 14 patents and have two patents pending, with one pending in the United States and another pending in Canada. We own 9 patentsin the United States, 1 patent in Mexico, and 4 patents in Canada. These patents cover the functions of our products that allow our machinesto produce the ozone in the form of nanobubbles. Each of our United States patents are utility patents, and are owned by us, either underthe name â€œCC Acquisition Corp,â€ our previous name, or â€œCleanCore Solutions, Inc.â€ We do not currently licenseany patents. We are in the process of transferring each of the patents to our current name, â€œCleanCore Solutions, Inc.â€Â Patent Title Â Patent Number Â Jurisdiction Â Expiration Year Ozone Cleaning System Â 2680331 Â Canada Â 2028 Ozone Cleaning System Â 320909 Â Mexico Â 2028 Ozonated Liquid Dispensing Unit Â 10479683 Â United States Â 2028 Reaction Vessel for an Ozone Cleaning System Â 8075705 Â United States Â 2029 Aqueous Ozone Solution for Ozone Cleaning System Â 8071526 Â United States Â 2029 Aqueous Ozone Solution for Ozone Cleaning System Â 8735337 Â United States Â 2029 Ozonated Liquid Dispensing Unit Â 9174845 Â United States Â 2029 Ozone Cleaning System Â 9068149 Â United States Â 2030 Ozonated Liquid Dispensing Unit Â 9522348 Â United States Â 2030 System for Producing and Distributing an Ozonated Fluid Â 2802307 Â Canada Â 2031 Ozonated Liquid Dispensing Unit Â 2802311 Â Canada Â 2031 Ozonated Liquid Dispensing Unit Â 2896332 Â Canada Â 2034 Method and Systems for Controlling Microorganisms Â 9670081 Â United States Â 2035 Apparatus for Generating Aqueous Ozone Â 11033647 Â United States Â 2039 Â Toprotect our intellectual property, we rely on a combination of laws and regulations, as well as contractual restrictions. We rely onFederal patent laws to protect our intellectual property, including our patented technology. We also rely on the protection of laws regardingunregistered copyrights for certain content we create and trade secret laws to protect our proprietary technology. To further protectour intellectual property, we enter into confidentiality agreements with our executive officers and directors.Â EmployeesÂ Weseek to attract and retain quality employees in the areas of sales, marketing, and internal operations. Our salespeople will be selectedto continue to identify and develop our client relationships. Our marketing staff will develop brand awareness of our products withinthe janitorial services market. Â Asof June 30, 2024, we had seven (7) full time employees, all of whom were in the United States.None of our employees are represented by labor unions, and we believe that we have an excellent relationship with our employees.Â GovernmentRegulationÂ Asa manufacturer of ozone devices, we are subject to regulation by multiple U.S. government agencies, including the EPA. We must also complywith the Federal Insecticide, Fungicide, and Rodenticide Act, or FIFRA, which establishes procedures for registering pesticides and pesticidegenerating devices with the U.S. Department of Agriculture and following established labeling provisions. FIFRA mandates that the EPAregulates the use and sale of pesticides and pesticide generating devices to protect human health and preserve the environment. UnderFIFRAâ€™s definition, ozone is considered a pesticide and manufacturers of ozone generating devices are required to register withthe EPA. Our EPA registration establishment number is 090379-NE-001.Â 7 Â Weare also subject to regulation by the U.S. Food and Drug Administration, or the FDA, for the use of ozone for water treatment as wellas its use as an antimicrobial agent for the treatment, storage, and processing of foods. In 1982, the FDA granted â€œGRASâ€approval, meaning it is â€œgenerally recognized as safeâ€ status for ozone treatment of bottled water. The FDA and the Centerfor Food Safety and Applied Nutrition announced on June 26, 2001 that ozone may be safely used in the treatment, storage, and processingof foods, including meat and poultry, when used in accordance with the specified conditions; and that ozone is approved as a secondaryfood additive permitted for human consumption.
Â Additionally,the U.S. Department of Agriculture and Food Safety and Inspection Service declared in December 2001 that ozone may be used on food labeledas â€œorganic,â€ and that there are no special labeling requirements for treated raw and ready-to-eat meat and poultry productsif treated with ozone just prior to packaging. Â TheOccupational Safety and Health Administration, or OSHA, and the American Conference of Governmental Industrial Hygienists, or ACGIH,have also issued guidelines and regulations for ozone gas exposure. OSHA regulates ozone gas exposure based on time-weighted averages,and states that ozone levels in ambient air should not exceed 0.10 ppm for an eight-hour exposure period. Similarly, ACGIH guidelinesstate provide for similar time weighted averages, distinguishing based on the level of exertion starting from 0.10 ppm of ozone exposurefor eight hours of light work to 0.05 ppm of ozone exposure for eight hours of during heavy work. Â TheHazard Communication Standard provides workers who are exposed to hazardous chemicals or alike with â€œthe right to knowâ€ theidentities and protective measures to be taken to protect themselves from adverse effect of air contaminants. Government recommendationsinclude guidelines that if an employee is exposed to ambient ozone levels higher than permitted, to wear a respirator or other personalprotective

equipment until such a time when air contaminate levels are in within compliance according to the OSHA standards.Â InCanada, Health Canada has issued our company a letter of no-objection to the use of our solution as a sanitizer in Canada for use asa general use sanitizer, hand disinfectant, personal hygiene cleaner, as a drain cleaner, for food packaging materials, and in use withfood contacting hard surfaces. Our Health Canada reference numbers are: IS13041201/02, IS13041209 to IS13041216, and IP13101701.Â Theapplication, interpretation, and enforcement of these U.S. and foreign laws and regulations are often uncertain, particularly in therapidly evolving industry in which we operate and may be interpreted and applied inconsistently from country to country and inconsistentlywith our current policies and practices. Any existing or new legislation applicable to our operations could expose us to substantialliability, including significant expenses necessary to comply with such laws and regulations, to respond to regulatory inquiries or investigations,and to defend individual or class litigation. These events could dampen growth in the use of the internet in general and cause us todivert significant resources and funds to addressing these issues, and possibly require us to change our business practices.Â ITEM 1A. RISK FACTORS.Â Aninvestment in our securities involves a high degree of risk. You should carefully read and consider all of the risks described below,together with all of the other information contained or referred to in this report, before making an investment decision with respectto our securities. If any of the following events occur, our financial condition, business and results of operations (including cashflows) may be materially adversely affected. In that event, the market price of our stock could decline, and you could lose all or partof your investment. Â RisksRelated to Our Business and IndustryÂ Weare an early-stage company with a limited operating history.Â Weare an early, startup stage company with a limited history upon which you can evaluate our business and prospects. Our prospects mustbe considered in light of the risks encountered by companies in the early stages of development in highly competitive markets. You shouldconsider the frequency with which early-stageÂ businesses encounter unforeseen expenses, difficulties, complications, delays andother adverse factors. These risks are described in more detail below.Â 8 Â Wehave incurred losses since our inception, and we may not be able to manage our business on a profitable basis.Â Wehave generated losses since inception and have relied on cash on-hand, sales of securities, proceeds from our initial public offering,external bank lines of credit, and issuance of third-partyÂ and related party debt to support our operations. For the year endedJune 30, 2024, we generated an operating loss of $1,946,734 and a net loss of $2,281,742. The revenue and income potential of our businessand market are unproven. This makes an evaluation of our company and its prospects difficult and highly speculative. There can be noassurances that we will be able to develop products or services on a timely and cost effective basis, that will be able to generate anyincrease in revenues, that we will have adequate financing or resources to continue operating our business and to provide products tocustomers, that we will earn a profit, that we can raise sufficient capital to support operations by attaining profitability, or thatwe can satisfy future liabilities.Â Ourauditors have issued a going concern opinion on our audited financial statements.Â The report of our independent registered public accounting firm thataccompanies our financial statements for the year ended June 30, 2024 contains a going concern qualification in which such firm expressedsubstantial doubt about our ability to continue as a going concern, based on the financial statements at that time. We have generatedlosses since inception and have relied on cash on-hand, sales of securities, proceeds from our initial public offering, external banklines of credit, and issuance of third-partyÂ and related party debt to support cashflow from operations. As of June 30, 2024, wehad cash of $2,016,611, a net loss of $2,281,742, working capital of $1,706,082, and cash used in operating activities of $1,547,880.Despite the initial public offering described below, management believes that currently available resources will not be sufficient tofund our planned expenditures over the next 12 months. These factors, individually and collectively indicate that a material uncertaintyexists that raises substantial doubt about our companyâ€™s ability to continue as a going concern for 12 months from the date of issuanceof the accompanying financial statements.Â Wewill be dependent upon the raising of additional capital through equity and/or debt financing in order to implement our business planand generate sufficient revenue in excess of costs. If we raise additional capital through the issuance of equity securities or securitiesconvertible into equity, stockholders will experience dilution, and such securities may have rights, preferences or privileges seniorto those of the holders of common stock. If we raise additional funds by issuing debt, we may be subject to limitations on its operations,through debt covenants or other restrictions. There is no assurance that we will be successful with future financing ventures, and theinability to secure such financing may have a material adverse effect on our financial condition. The accompanying financial statementshave been prepared on a going concern basis under which our company is expected to be able to realize its assets and satisfy its liabilitiesin the normal course of business and do not include any adjustments to the amounts and classifications of assets and liabilities thatmight be necessary should we be unable to continue as a going concern. If we cannot continue as a going concern, our stockholders wouldlikely lose most or all of their investment in us.Â Wewill require additional financing to accomplish our business strategy.Â Werequire substantial working capital to fund our business development plans, and we expect to experience significant negative cash flowfrom operations. Depending upon the sales volume generated by our business during that time, we also anticipate the possibility of havingto raise additional funds in order to achieve our plans and accomplish our immediate and longer-term business strategy. These additionalfunds likely will be raised through the issuance of our securities in debt and/or equity financings. If we are unable to raise theseadditional funds on terms acceptable to us, we will be required to limit our expenditures for continuing our product development activitiesand expanding our sales and marketing operations, reduce our work force, or find alternatives to fund our business on terms that arenot as favorable to us. Any such actions would impair our product development and expansion plans, reduce potential revenues, increaseoperating losses, and adversely affect the value of our company.Â Wecannot accurately predict future revenues or profitability in the emerging market for aqueous ozone technology.Â Themarket for alternative green cleaning supplies is rapidly evolving. As is typical of a rapidly evolving industry, demand, and marketacceptance for recently introduced products are subject to a high level of uncertainty. Moreover, since the market for our products isevolving, it is difficult to predict the future growth rate, if any, and size of this market. Because of our limited operating historyand the emerging nature of the markets in which we compete, we are unable to accurately forecast our revenues or our profitability. Themarket for our products and the long-term acceptance of our products are uncertain, and our ability to attract and retain qualified personnelwith industry expertise, particularly sales and marketing personnel, is uncertain. To the extent we are unsuccessful in increasing revenues,we may be required to appropriately adjust spending to compensate for any unexpected revenue shortfall, or to reduce our operating expenses,causing us to forego potential revenue generating activities, either of which could have a material adverse effect on our business, resultsof operations and financial condition.Â 9 Â Wemay face significant challenges in obtaining market acceptance of our products, which could adversely affect our potential sales andrevenues.Â Â Wedo not yet have an established market or customer base for our products. Acceptance of our

products in the marketplace by both potentialusers and potential purchasers, including hospitals, schools, universities, commercial facilities, transportation systems and other healthcareand non-healthcare providers, is uncertain, and failure to achieve sufficient market acceptance will significantly limit our abilityto generate revenue and be profitable. Market acceptance will require substantial marketing efforts and the expenditure of significantfunds by us to inform hospitals, schools, universities, commercial facilities, transportation systems, residential spaces and other healthcare and non-healthcare providers of the benefits of using our products. We may encounter significant clinical and market resistanceto our products, and our products may never achieve market acceptance. We may not be able to build key relationships with physicians,education administrators, and government agencies. Product orders may be cancelled or customers that are beginning to use our productsmay cease their use of our products and customers expected to begin using our products may not do so.Â Factorsthat may affect our ability to achieve acceptance of our products in the marketplace include, but are not limited, to whether:Â â—such products will work effectively;Â â—the products are cost-effective for our customers;Â â—we are able to demonstrate product safety, efficacy, and cost-effectiveness of the products; andÂ â—we are able to maintain customer relationships and acceptance.Â Acceptanceof our products in the marketplace is also uncertain, and our failure to achieve sufficient market acceptance and any inability to sellsuch products at competitive prices will limit our ability to generate revenue and be profitable. Our products and technologies may notachieve expected reliability, performance, and endurance standards. Our products and technologies may also not achieve market acceptance,including among hospitals, or may not be deemed suitable for other commercial applications.Â Ifwe do not build brand awareness and brand loyalty, our business may suffer. Â Duein part to the substantial resources available to many of our competitors providing aqueous ozone technology, our opportunity to achieveand maintain a significant market share may be limited. The importance of brand recognition will increase as competition in our marketincreases. Successfully promoting and positioning of our brand will depend largely on the effectiveness of our marketing efforts, ourability to offer reliable and desirable products at competitive rates, and customer perceptions of the value of our products. If ourplanned marketing efforts are ineffective or if customer perceptions change regarding the effectiveness of our cleaning machines andproducts, we may need to increase our financial commitment to creating and maintaining brand awareness and loyalty among customers, whichcould divert financial and management resources from other aspects of our business or cause our operating expenses to increase disproportionatelyto our revenues. This would cause our business and operating results to suffer.Â Ifwe are unable to maintain, train and build an effective international sales and marketing infrastructure, we will not be able to commercializeand grow our brand successfully.Â Aswe grow, we may not be able to secure sales personnel or organizations that are adequate in number or expertise to successfully marketand sell our brand and products on a global scale. We presently rely on individual independent sales representatives and an in-housesales team to market and sell our products. If we are unable to expand our sales and marketing capability, train our sales force effectivelyor provide any other capabilities necessary to commercialize our brand internationally, we will need to contract with third parties tomarket and sell our brand, which will be an additional expense. If we are unable to establish and maintain compliant and adequate salesand marketing capabilities, we may not be able to increase our revenue, may generate increased expenses, and may not continue to be profitable.Â 10 Â Weoperate in new and rapidly changing markets, which makes it difficult to evaluate our future prospects and may increase the risk thatwe will not be successful.Â Themarket for cleaning products is a rapidly changing market, characterized by changing technologies, intense price competition, the introductionof new competitors and brand name cleaning products, evolving industry standards, changing and diverse regulatory environments, frequentnew service announcements, and changing user demands and behaviors. Our inability to anticipate these changes and adapt our business,platform, and offerings could undermine our business strategy. Our business strategy and projections, including those related to ourrevenue growth and profitability, rely on a number of assumptions about the market for cleaning products, including the size and projectedgrowth of the cleaning product markets over the next severalÂ years. Some or all of these assumptions may be incorrect. Our growthstrategy is dependent, in part, on our ability to timely and effectively launch new products and services, the development of which isuncertain, complex, and costly. In addition, we may be unable successfully and efficiently to address advancements in distribution technology,marketing and pricing strategies and content breadth and availability in certain or all of these markets, which could materially andadversely affect our growth prospects and results of operations.Â Thelimited history of some of the markets in which we operate makes it difficult to effectively assess our future prospects, and our businessand prospects should be considered in light of the risks and difficulties we may encounter in these evolving markets. We cannot accuratelypredict whether our products and services will achieve significant acceptance by potential users in significantly larger numbers or atthe same or higher price points than at present. Our historic growth rates should therefore not be relied upon as an indication of futuregrowth, financial condition, or results of operations.Â Ourmajor customers account for a significant portion of our revenue and the loss of any major customer could have a material adverse effecton our results of operations. Â Forthe year ended June 30, 2024, one customer, Pro-Link, Inc., accounted for 14% ofrevenue, and we had two customers, Consensus Group and Tharaldson Hospitality, that accounted for 28% each of all accounts receivableat June 30, 2024. For the year ended June 30, 2023, Pro-Link, Inc. and Sanzonate accounted for39% and 36% of revenue, respectively, and we had two customers, Sanzonate and Pro-Link, Inc., that accounted for 43% and 12%,respectively, of all accounts receivable at June 30, 2023. We do not have a long-term contract with anyof the customers mentioned. We do not have a long-term contract with any of the customersmentioned. We experienced a 34.26% decrease in revenues for the year ended June 30, 2024, as compared to the year ended June 30,2023. The decline in revenue was largely driven by the termination of a distribution agreement with Sanzonate. Revenueto Sanzonate decreased by 96% during this time period and accounted for 80% of total decrease in revenue during this time period. Ourresults of operations and ability to service our debt obligations would also be impacted negatively to the extent that any major customeris unable to make payments to us or does not make timely payments on outstanding accounts receivable.Â Wehave historically depended on a limited number of third parties to supply key raw materials to us and the failure to obtain a sufficientsupply of these raw materials in a timely fashion and at reasonable costs could significantly delay our delivery of products. Â Sinceour companyâ€™s inception, we have historically purchased certain key raw materials, such as chassis, generators, vacuum switches,and head sockets and other components from a limited number of suppliers. We purchased raw materials on the basis of purchase orders.In the absence of firm and long-termÂ contracts, we may not be able to obtain a sufficient supply of these raw materials from ourexisting suppliers or alternates in a timely fashion or at a reasonable cost. Although we have not experienced any supply chain disruptionsin the past, we cannot guarantee that we will not experience any disruptions in the future. If we fail to secure a sufficient supplyof key raw materials in a timely fashion, it would result in a significant delay in our delivery of products. Furthermore, failure

toobtain a sufficient supply of these raw materials at a reasonable cost could also harm our revenue and gross profit margins.Â Wedepend on third-party delivery services, for both inbound and outbound shipping, to deliver our products to our distribution centersand subsequently to our customers on a timely and consistent basis, and any deterioration in our relationship with any one of these thirdparties or increases in the fees that they charge could harm our reputation and adversely affect our business and financial condition.Â Werely on third parties for the shipment of our products, both inbound and outbound shipping logistics, and we cannot be sure that theserelationships will continue on terms favorable to us, or at all. Shipping costs have increased from time to time, and may continue toincrease, and we may not be able to pass these costs directly to our customers.Â 11 Â Anyincreased shipping costs could harm our business, prospects, financial condition and results of operations by increasing our costs ofdoing business and reducing gross margins which could negatively affect our operating results. In addition, we utilize a variety of shippingmethods for both inbound and outbound logistics. For inbound logistics, we rely on trucking and ocean carriers and any increases in feesthat they charge could adversely affect our business and financial condition. For outbound logistics, we rely on â€œLess-than-Truckloadâ€and parcel freight based upon the product and quantities being shipped and customer delivery requirements. These outbound freight costshave increased on a year-over-yearÂ basis and may continue to increase in the future. We also ship a number of oversized productswhich may trigger additional shipping costs by third-partyÂ delivery services. Any increases in fees or any increased use of â€œLess-than-Truckloadâ€shipping would increase our shipping costs which could negatively affect our operating results.Â Inaddition, if our relationships with these third parties are terminated or impaired, or if these third parties are unable to deliver productsfor us, whether due to labor shortage, slow down or stoppage, deteriorating financial or business condition, responses to terrorist attacksor for any other reason, we would be required to use alternative carriers for the shipment of products to our customers. Changing carrierscould have a negative effect on our business and operating results due to reduced visibility of order status and package tracking anddelays in order processing and product delivery, and we may be unable to engage alternative carriers on a timely basis, upon terms favorableto us, or at all.Â Ifour fulfillment operations are interrupted for any significant period of time or are not sufficient to accommodate increased demand,our sales could decline, and our reputation could be harmed. Â Oursuccess depends on our ability to successfully receive and fulfill orders and to promptly deliver our products to our customers. Mostof the orders for our products are filled from our inventory in our distribution centers, where all our inventory management, packaging,labeling and product return processes are performed. Increased demand and other considerations may require us to expand our distributioncenters or transfer our fulfillment operations to larger or other facilities in the future. If we do not successfully expand our fulfillmentcapabilities in response to increases in demand, our sales could decline.Â Inaddition, our distribution centers are susceptible to damage or interruption from human error, pandemics, fire, flood, power loss, telecommunicationsfailures, terrorist attacks, acts of war, break-ins, earthquakes and similar events. We do not currently maintain back-upÂ powersystems at our fulfillment centers. We do not presently have a formal disaster recovery plan and our business interruption insurancemay be insufficient to compensate us for losses that may occur in the event operations at our fulfillment center are interrupted. Inaddition, alternative arrangements may not be available, or if they are available, may increase the cost of fulfillment. Any interruptionsin our fulfillment operations for any significant period of time, including interruptions resulting from the expansion of our existingfacilities or the transfer of operations to a new facility, could damage our reputation and brand and substantially harm our businessand results of operations.Â Failureto comply with privacy laws and regulations and failure to adequately protect customer data could harm our business, damage our reputationand result in the loss of customers. Â Federaland state regulations may govern the collection, use, sharing and security of data that we receive from our customers. In addition, wehave and post on our website our own privacy policies and practices concerning the collection, use and disclosure of customer data. Anyfailure, or perceived failure, by us to comply with our posted privacy policies or with any data-relatedÂ consent orders, U.S. FederalTrade Commission requirements or other federal, state or international privacy-relatedÂ laws and regulations could result in proceedingsor actions against us by governmental entities or others, which could potentially harm our business. Further, failure or perceived failureto comply with our policies or applicable requirements related to the collection, use or security of personal information or other privacy-relatedÂ matterscould damage our reputation and result in a loss of customers. The regulatory framework for privacy issues is currently evolving andis likely to remain uncertain for the foreseeable future.Â Qualityproblems with, and product liability claims in connection with, our aqueous ozone machines could lead to recalls or safety alerts, harmto our reputation, or adverse verdicts or costly settlements, and could have a material adverse effect on our business, financial condition,and results of operations.Â Â Qualityis extremely important to us and our customers due to the serious and costly consequences of product failure, and our business exposesus to potential product liability risks that are inherent in the design, manufacture and marketing of cleaning devices and services.In addition, our products may be used in intensive care settings with immunocompromised and seriously ill patients. Component failures,manufacturing defects or design flaws could result in an unsafe condition or injury to, or death of, a patient or other user of our products.These problems could lead to the recall of, or issuance of a safety alert relating to, our products and could result in unfavorable judicialdecisions or settlements arising out of product liability claims and lawsuits, including class actions, which could negatively affectour business, financial condition and results of operations. In particular, a material adverse event involving one of our products couldresult in reduced market acceptance and demand for all products offered under our brand and could harm our reputation and ability tomarket products in the future.Â 12 Â Highquality products are critical to the success of our business. If we fail to meet the high standards that we set for ourselves and thatour customers expect, and if our products are the subject of recalls, safety alerts or other material adverse events, our reputationcould be damaged, we could lose customers and our revenue could decline.Â Anyproduct liability claim brought against us, with or without merit, could be costly to defend and resolve. Any of the foregoing problems,including product liability claims or product recalls in the future, regardless of their ultimate outcome, could harm our reputationand have a material adverse effect on our business, financial condition, and results of operations.Â Wemay receive a significant number of warranty claims or our aqueous ozone products may require significant amounts of service after sale.Â Salesof our aqueous ozone products include a product limited two-year warranty that covers any issues related to manufacturing defects, specificallyrelating to the CCS Caddy, POWER CADDY, MINI CADDY, CCS 3.0 Fill Station, CCS 1.0 Fill Station, CCS 1000, CCS 2000L, CCS 5000 and theNuClean Pro Residential Fill Station. If a product is provided that has a manufacturing defect, we or an authorized distributor willreplace or repair the defective product as long as a claim is submitted to us within the warranty period in writing within 30 days ofthe failure. This warranty does not cover abuse, misuse of the products, service or unit modifications not authorized by us, or environmentalhazards. As the possible number and complexity of the features and

functionalities of our products increase, we may experience a higherlevel of warranty claims. If product returns or warranty claims are significant or exceed our expectations, we could incur unanticipatedexpenditures for parts and services, which could have a material adverse effect on our operating results.Â Wecould be subject to litigation.Â Productliability claims are common. Even though we have not been subject to such claims in the past, we could be a named defendant in a lawsuitalleging product liability claims including, but not limited to, defects in the design, manufacture or labeling of our aqueous ozoneproducts and machines. Any litigation, regardless of its merit or eventual outcome, could result in significant legal costs and highdamage awards or settlements. Although we currently maintain product liability insurance, the coverage is subject to deductibles andlimitations, and may not be adequate to cover future claims. Additionally, we may be unable to maintain our existing product liabilityinsurance in the future at satisfactory rates or at adequate amounts.Â Ifwe are unable to protect our intellectual property rights, our reputation and brand could be impaired, and we could lose customers. Â Weregard our patents, trademarks, trade secrets and similar intellectual property as important to our success. We rely on patent, trademarkand copyright law, and trade secret protection, and confidentiality and/or license agreements with employees, customers, partners andothers to protect our proprietary rights. We maintain 14 patents in the United States, Canada, and Mexico. We cannot be certain thatwe have taken adequate steps to protect our proprietary rights, especially in countries where the laws may not protect our rights asfully as in the United States. In addition, our proprietary rights may be infringed or misappropriated, and we could be required to incursignificant expenses to preserve them. We may commence litigation to protect our intellectual property rights. The outcome of such litigationcan be uncertain, and the cost of prosecuting such litigation may have an adverse impact on our earnings. We have patent and trademarkregistrations for several patents and marks. However, any registrations may not adequately cover our intellectual property or protectus against infringement by others. Effective patent, trademark, service mark, copyright and trade secret protection may not be availablein every country in which our products and services may be made available online. We also currently own or control a number of Internetdomain names and have invested time and money in the purchase of domain names and other intellectual property, which may be impairedif we cannot protect such intellectual property. We may be unable to protect these domain names or acquire or maintain relevant domainnames in the United States and in other countries. If we are not able to protect our patents, trademarks, domain names or other intellectualproperty, we may experience difficulties in achieving and maintaining brand recognition and customer loyalty.Â 13 Â Theloss of key personnel, an inability to attract and retain additional personnel or difficulties in the integration of new members of ourmanagement team into our company could affect our ability to successfully grow our business.Â Ourfuture success depends in large part upon the continued service of the members of our executive management team and key employees, includingour Chief Executive Officer, Clayton Adams, and our Chief Financial Officer, David Enholm. All members of our executive management teamare subject to employment agreements. In addition, our success also depends on our ability to attract and retain qualified technical,sales and marketing, product support, financial and accounting, legal and other managerial personnel. The competition for skilled personnelin the industries in which we operate is intense. Our personnel generally may terminate their employment at any time for any reason.We may incur significant costs to attract and retain highly skilled personnel, and we may lose new employees to our competitors beforewe realize the benefit of our investment in recruiting them. As we move into new geographies, we will need to attract and recruit skilledpersonnel across functional areas. If we fail to attract new personnel or if we suffer increases in costs or business operations interruptionsas a result of a labor dispute, or fail to retain and motivate our current personnel, we might not be able to operate our businesseseffectively or efficiently, serve our users properly or maintain the quality of our content and services.Â Wewill face growing regulatory and compliance requirements in a variety of areas, which can be costly and time consuming.Â Â Ourbusiness is, and may in the future be, subject to a variety of laws and regulations, including working conditions, labor, immigrationand employment laws, and health, safety and sanitation requirements. We are unable to predict the outcome or effects of any potentiallegislative or regulatory proposals on our business. Any changes to the legal and regulatory framework applicable to our business couldhave an adverse impact on our business and results of operations. Our failure to comply with applicable governmental laws and regulations,or to maintain necessary permits or licenses, could result in liability that could have a material negative effect on our business andresults of operations.Â Legislationor government regulations may be adopted which may affect our products and liability. Â Nanobubbletechnology and aqueous ozone are subject to considerable regulatory uncertainty as the law evolves to catch up with the rapidly evolvingnature of the technology itself, all of which are beyond our control. Our products also may not achieve the requisite level of compatibilityrequired for certification and rollout to consumers or satisfy changing regulatory requirements which could require us to redesign, modifyor update our products.Â Theindustry may become subject to increased legislation and regulation. Further, the legislation or regulations in different countries mayimpose different standards, which may be conflicting. Any legislation or regulations which impose standards, or which impose liability,is likely to increase our manufacturing cost as well as the cost of compliance.Â Weare subject to, and must remain in compliance with, numerous laws and governmental regulations concerning the manufacturing, use, distributionand sale of our products. Some of our customers also require that it complies with their own unique requirements relating to these matters.Â Weproduce and sell products that contain ozone, and which may be subject to government regulation in the locations where we develop, manufacture,and assemble our products, as well as the locations where we sell our products. Among other things, certain applicable laws and regulationsrequire or may in the future require the submission of annual reports to the certain governmental agencies certifying that such productscomply with applicable performance standards, the maintenance of manufacturing, testing, and distribution records, and the reportingof certain product defects to such regulatory agency or consumers. If our products fail to comply with applicable regulations, we and/orour products could be subjected to a variety of enforcement actions or sanctions, such as product recalls, repairs or replacements, warningletters, untitled letters, safety alerts, injunctions, import alerts, administrative product detentions or seizures, or civil penalties.The occurrence of any of the foregoing could harm our business, results of operations, and financial condition.Â Economic,political and other risks associated with our international operations could adversely affect our revenues and international growth prospects.Â Weintend to expand our international presence as part of our business strategy. As described above, on September 10, 2024, we entered intoa sole distributorship agreement for the distribution of our products in the European Union, United Kingdom, Bahrain, Kuwait, Oman, Qatar,Saudi Arabia and United Arab Emirates. Our international operations are subject to a number of risks inherent to operating in foreigncountries, and any expansion of our international operations will amplify the effects of these risks, which include, among others:Â â—differences in culture, economic and labor conditions and practices;Â â—the policies of the U.S. and foreign governments;Â â—disruptions in trade relations and economic instability;Â â—differences in

enforcement of contract and intellectual property rights;Â 14 Â â—social and political unrest;Â â—natural disasters, terrorist attacks, pandemics or other catastrophic events;Â â—complex, varying and changing government regulations and legal standards and requirements, particularly with respect to tax regulations, price protection, competition practices, export control regulations and restrictions, customs and tax requirements, immigration, anti-boycott regulations, data privacy, intellectual property, anti-corruption and environmental compliance, including the Foreign Corrupt Practices Act;Â â—greater difficulty enforcing intellectual property rights and weaker laws protecting such rights; andÂ â—greater difficulty in accounts receivable collections and longer collection periods.Â Weare also affected by domestic and international laws and regulations applicable to companies doing business abroad or importing and exportinggoods and materials. These include tax laws, laws regulating competition, anti-bribery/anti-corruption and other business practices,and trade regulations, including duties and tariffs. Compliance with these laws is costly, and future changes to these laws may requiresignificant management attention and disrupt our operations. Additionally, while it is difficult to assess what changes may occur andthe relative effect on our international tax structure, significant changes in how U.S. and foreign jurisdictions tax cross-border transactionscould materially and adversely affect our results of operations and financial position.Â Ourresults of operations and financial position are also impacted by changes in currency exchange rates. Unfavorable currency exchange ratesbetween the US Dollar and foreign currencies could adversely affect us in the future. Fluctuations in currency exchange rates may presentchallenges in comparing operating performance from period to period.Â Thereare other risks that are inherent in our international operations, including the potential for changes in socio-economic conditions,laws and regulations, including, among others, competition, import, export, labor and environmental, health and safety laws and regulations,and monetary and fiscal policies, protectionist measures that may prohibit acquisitions or joint ventures, or impact trade volumes, unsettledpolitical conditions; government-imposed plant or other operational shutdowns, backlash from foreign labor organizations related to ourrestructuring actions, corruption; natural and man-made disasters, hazards and losses, violence, civil and labor unrest, and possibleterrorist attacks.Â Toexpand our operations into new international markets, we may enter into business combination transactions, make acquisitions or enterinto strategic partnerships, joint ventures or alliances, any of which may be material. We may enter into these transactions to acquireother businesses or products to expand our products or take advantage of new developments and potential changes in the industry. Ourlack of experience operating in new international markets and our lack of familiarity with local economic, political and regulatory systemscould prevent us from achieving the results that we expect on our anticipated time frame or at all. If we are unsuccessful in expandinginto new international markets, it could adversely affect our operating results and financial condition.Â Ourinternational operations require us to comply with anti-corruption laws and regulations of the U.S. government and various internationaljurisdictions in which we do business.Â Doingbusiness on a worldwide basis requires us to comply with the laws and regulations of the U.S. government and various international jurisdictions,and our failure to successfully comply with these rules and regulations may expose us to liabilities. These laws and regulations applyto companies, individual directors, officers, employees, and agents, and may restrict our operations, trade practices, investment decisionsand partnering activities. In particular, our international operations are subject to U.S. and foreign anti-corruption laws and regulations,such as the Foreign Corrupt Practices Act, or the FCPA. The FCPA prohibits us from providing anything of value to foreign officials forthe purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment, and requiresus to maintain adequate record- keeping and internal accounting practices to accurately reflect our transactions. As part of our business,we may deal with state-owned business enterprises, the employees and representatives of which may be considered foreign officials forpurposes of the FCPA. In addition, some of the international locations in which we operate lack a developed legal system and have elevatedlevels of corruption. As a result of the above activities, we are exposed to the risk of violating anti-corruption laws. Violations ofthese legal requirements are punishable by criminal fines and imprisonment, civil penalties, disgorgement of profits, injunctions, debarmentfrom government contracts as well as other remedial measures. We have established policies and procedures designed to assist us and ourpersonnel in complying with applicable U.S. and international laws and regulations. However, there can be no assurance that our policiesand procedures will effectively prevent us from violating these regulations in every transaction in which we may engage, and such a violationcould adversely affect our reputation, business, financial condition and results of operations.Â 15 Â Ourinternal control over financial reporting currently may not meet all of the standards contemplated by Section 404 of the Sarbanes-OxleyAct, and failure to achieve and maintain effective internal control over financial reporting in accordance with Section 404 could impairour ability to produce timely and accurate financial statements or comply with applicable regulations and have a material adverse effecton our business.Â Asa public company, we have significant requirements for enhanced financial reporting and internal controls. The process of designing andimplementing effective internal controls is a continuous effort that will require us to anticipate and react to changes in our businessand the economic and regulatory environments and to expend significant resources to maintain a system of internal controls that is adequateto satisfy our reporting obligations as a public company. If we are unable to establish or maintain appropriate internal financial reportingcontrols and procedures, it could cause us to fail to meet our reporting obligations on a timely basis, result in material misstatementsin our consolidated financial statements, and harm our operating results. In addition, we will be required, pursuant to Section 404 ofthe Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectivenessof our internal control over financial reporting in the second annual report on Form 10-K following the completion of our initial publicoffering. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal controlover financial reporting. The rules governing the standards that must be met for our management to assess our internal control over financialreporting are complex and require significant documentation, testing, and possible remediation through the implementation of new internalcontrols and procedures and hiring accounting or internal audit staff. Testing and maintaining internal controls may divert managementâ€™sattention from other matters that are important to our business. If we are not able to complete our initial assessment of our internalcontrols and otherwise implement the requirements of Section 404 in a timely manner or with adequate compliance, we may not be able tocertify as to the adequacy of our internal control over financial reporting.Â Mattersimpacting our internal controls may cause us to be unable to report our financial information on a timely basis and thereby be requiredto restate our financial statements or otherwise be subject to adverse regulatory consequences, including sanctions by the Securitiesand Exchange Commission, or the SEC, or violations of applicable stock exchange listing rules, which may result in a breach of the covenantsunder existing or future financing arrangements. If we fail to meet our public reporting obligations, investors could lose confidencein us and the reliability of our financial statements, which could have a negative effect on the trading price of our class B commonstock.

Confidence in the reliability of our financial statements also could suffer if we report a material weakness in our internal controlover financial reporting. This could materially adversely affect us and lead to a decline in the market price of our class B common stock.Â Wewill incur significant increased costs as a result of operating as a public company, and our management will be required to devote substantialtime to new compliance initiatives.Â Asa public company, we must incur significant legal, accounting and other expenses that we did not incur as a private company. In addition,the Sarbanes-Oxley Act has imposed various requirements on public companies including requiring establishment and maintenance of effectivedisclosure and financial controls. Our management and other personnel will need to devote a substantial amount of time to these complianceinitiatives. Moreover, these rules and regulations have increased and will continue to increase our legal and financial compliance costsand will make some activities more time-consuming and costly. We cannot predict or estimate the amount of additional costs we will incuras a public company or the timing of such costs.Â TheSarbanes-Oxley Act requires, among other things, that we maintain effective internal control over financial reporting and disclosurecontrols and procedures. In particular, we must perform system and process evaluation and testing of our internal control over financialreporting to allow management to report on the effectiveness of our internal control over financial reporting, as required by Section404 of the Sarbanes-Oxley Act. In addition, we will be required to have our independent registered public accounting firm attest to theeffectiveness of our internal control over financial reporting the later of our second annual report on Form 10-K or the first annualreport on Form 10-K following the date on which we are no longer an emerging growth company or a non-accelerated filer. Our compliancewith Section 404 of the Sarbanes-Oxley Act will require that we incur substantial accounting expense and expend significant managementefforts. We currently do not have an internal audit group, and we will need to hire additional accounting and financial staff with appropriatepublic company experience and technical accounting knowledge. If we are not able to comply with the requirements of Section 404 in atimely manner, or if we or our independent registered public accounting firm identify deficiencies in our internal control over financialreporting that are deemed to be material weaknesses, the value of our securities could decline and we could be subject to sanctions orinvestigations by the SEC or other regulatory authorities, which would require additional financial and management resources.Â 16 Â Ourability to successfully implement our business plan and comply with Section 404 requires us to be able to prepare timely and accuratefinancial statements. We expect that we will need to continue to improve existing, and implement new operational and financial systems,procedures and controls to manage our business effectively. Any delay in the implementation of, or disruption in the transition to, newor enhanced systems, procedures or controls, may cause our operations to suffer and we may be unable to conclude that our internal controlover financial reporting is effective and to obtain an unqualified report on internal controls from our auditors if so required underSection 404 of the Sarbanes-Oxley Act and the SECâ€™s implementing rules. This, in turn, could have an adverse impact on the valueof our securities, and could adversely affect our ability to access the capital markets.Â RisksRelated to Ownership of Our Common StockÂ Thestructure of our common stock has the effect of concentrating voting control with a single stockholder, which will limit or precludeyour ability to influence corporate matters. Â It may also limit the price and liquidity of our class B common stock due to its ineligibilityfor inclusion in certain stock market indices.Â Weare authorized to issue two classes of common stock â€“ class A common stock and class B common stock. The class A common stock isentitled to ten votes per share and the class B common stock is entitled to one vote. Clayton Adams, our Chief Executive Officer, holdsstock options to purchase 2,000,000 shares of class A common stock, which are fully vested and may be exercised at any time. If Mr. Adamsexercises his stock options, then he will own approximatelyÂ Â 88% of our outstanding class A common stock and will be ableto exercise approximatelyÂ Â 67% of our total voting power. This concentrated control will limit or preclude your ability toinfluence corporate matters, including significant business decisions, for the foreseeable future and could harm the market value ofyour class B common stock.Â Inaddition, certainÂ indexÂ providers have announced restrictions on including companies with multiple-class share structures incertain of their indexes. For example, in July 2017, FTSE Russell and Standard & Poorâ€™s announced that they would cease toallow most newly public companies utilizing dual or multi-class capital structures to be included in theirÂ indices. Under the announcedpolicies, our dual class capital structure would make us ineligible for inclusion in any of theseÂ indices. Given the sustained flowof investment funds into passive strategies that seek to track certain indexes, exclusion from stock indexes would likely preclude investmentby many of these funds and could make ourÂ classÂ BÂ common stock less attractive to other investors. As a result, fewerinvestors may be willing to purchase our class B common stock. In consequence, the market price and liquidity of ourÂ classÂ BÂ commonstock could be adversely affected.Â Wemay not be able to maintain a listing of our class B common stock on NYSE American.Â Wemust meet certain financial and liquidity criteria to maintain the listing of our class B common stock on NYSE American. If we fail tomeet any of NYSE Americanâ€™s continued listing standards or we violate NYSE American listing requirements, our class B common stockmay be delisted. In addition, our board of directors may determine that the cost of maintaining our listing on a national securitiesexchange outweighs the benefits of such a listing. A delisting of our class B common stock from NYSE American may materially impair ourstockholdersâ€™ ability to buy and sell our class B common stock and could have an adverse effect on the market price of, and theefficiency of the trading market for, our class B common stock. The delisting of our class B common stock could significantly impairour ability to raise capital and the value of your investment.Â Themarket price of our stock may be highly volatile, and you could lose all or part of your investment.Â Themarket for our class B common stock may be characterized by significant price volatility when compared to the shares of larger, moreestablished companies that have large public floats, and we expect that our stock price will be more volatile than the shares of suchlarger, more established companies for the indefinite future. The stock market in general has recently been highly volatile. Furthermore,there have been recent instances of extreme stock price run-ups followed by rapid price declines and stock price volatility followinga number of recent initial public offerings, particularly among companies with relatively smaller public floats. We may also experiencesuch volatility, which may be unrelated to our actual or expected operating performance and financial condition or prospects, makingit difficult for prospective investors to assess the rapidly changing value of our class B common stock.Â 17 Â Themarket price of our class B common stock is likely to be volatile due to a number of factors. First, as noted above, our class B commonstock is likely to be more sporadically and thinly traded compared to the shares of such larger, more established companies. The pricefor our class B common stock could, for example, decline precipitously in the event that a large number of shares are sold on the marketwithout commensurate demand. Furthermore, we are a speculative or â€œriskyâ€ investment due to our lack of profits to date.As a consequence of this enhanced risk, more risk-adverse investors may, under the fear of losing all or most of their investment inthe event of negative news or lack of progress, be more inclined to sell their shares on the market more quickly and at greater discountsthan would be the case with the stock of a larger, more established company that has a large public float. Many of the foregoing factorsare beyond

our control and may decrease the market price of our class B common stock regardless of our operating performance. The marketprice of our class B common stock could also be subject to wide fluctuations in response to a broad and diverse range of factors, includingthe following:Â â—actual or anticipated variations in our periodic operating results;Â â—increases in market interest rates that lead investors of our class B common stock to demand a higher investment return;Â â—changes in earnings estimates;Â â—changes in market valuations of similar companies;Â â—actions or announcements by our competitors;Â â—adverse market reaction to any increased indebtedness we may incur in the future;Â â—additions or departures of key personnel;Â â—actions by stockholders;Â â—speculation in the media, online forums, or investment community; andÂ â—our ability to maintain the listing of our class B common stock on NYSE American.Â Volatilityin the market price of our class B common stock may prevent investors from being able to sell their class B common stock at or abovethe price at which they purchased it. As a result, you may suffer a loss on your investment.Â Wedo not expect to declare or pay dividends in the foreseeable future.Â Wedo not expect to declare or pay dividends in the foreseeable future, as we anticipate that we will invest future earnings in the developmentand growth of our business. Therefore, holders of our class B common stock will not receive any return on their investment unless theysell their shares, and holders may be unable to sell their shares on favorable terms or at all.Â Ifsecurities industry analysts do not publish research reports on us, or publish unfavorable reports on us, then the market price and markettrading volume of our class B common stock could be negatively affected.Â Anytrading market for our class B common stock may be influenced in part by any research reports that securities industry analysts publishabout us. We do not currently have and may never obtain research coverage by securities industry analysts. If no securities industryanalysts commence coverage of us, the market price and market trading volume of our class B common stock could be negatively affected.In the event we are covered by analysts, and one or more of such analysts downgrade our securities, or otherwise reports on us unfavorably,or discontinues coverage of us, the market price and market trading volume of our class B common stock could be negatively affected.Â 18 Â Futureissuances of our class B common stock or securities convertible into, or exercisable or exchangeable for, our class B common stock, orthe expiration of lock-up agreements that restrict the issuance of new class B common stock or the trading of outstanding class B commonstock, could cause the market price of our class B common stock to decline and would result in the dilution of your holdings.Â Futureissuances of our class B common stock or securities convertible into, or exercisable or exchangeable for, our class B common stock, orthe expiration of lock-up agreements that restrict the issuance of new class B common stock or the trading of outstanding class B commonstock, could cause the market price of our class B common stock to decline. We cannot predict the effect, if any, of future issuancesof our securities, or the future expirations of lock-up agreements, on the price of our class B common stock. In all events, future issuancesof our class B common stock would result in the dilution of your holdings. In addition, the perception that new issuances of our securitiescould occur, or the perception that locked-up parties will sell their securities when the lock-ups expire, could adversely affect themarket price of our class B common stock. In connection with our initial public offering, all of our officers and directors agreed tobe locked up for a period of twelve months from April 26, 2024, the date on which the trading of our class B common stock commenced,and the holders of 1% or greater of our outstanding class A common stock and class B common stock agreed to be locked up for a periodof six months from such date; provided that the lock-up period for certain of these holders is three months. During the lock-up period,without the prior written consent of the underwriters, they shall not, directly or indirectly, (i) offer, pledge, assign, encumber, announcethe intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grantany option, right or warrant to purchase, or otherwise transfer or dispose of, any common stock or any securities convertible into orexercisable or exchangeable for common stock, owned either of record or beneficially by any signatory of the lock-up agreement on thedate of the prospectus or thereafter acquired; (ii) enter into any swap or other agreement that transfers, in whole or in part, any ofthe economic consequences of ownership of the common stock or any securities convertible into or exercisable or exchangeable for commonstock, whether any such transaction described in clauses (i) or (ii) above is to be settled by delivery of common stock or such othersecurities, in cash or otherwise, or publicly announce an intention to do any of the foregoing; and (iii) make any demand for or exerciseany right with respect to, the registration of any common stock or any security convertible into or exercisable or exchangeable for commonstock. In addition to any adverse effects that may arise upon the expiration of these lock-up agreements, the lock-up provisions in theseagreements may be waived, at any time and without notice. If the restrictions under the lock-up agreements are waived, our class B commonstock may become available for resale, subject to applicable law, including without notice, which could reduce the market price for ourclass B common stock.Â Futureissuances of debt securities, which would rank senior to our common stock upon our bankruptcy or liquidation, and future issuances ofpreferred stock, which could rank senior to our common stock for the purposes of dividends and liquidating distributions, may adverselyaffect the level of return you may be able to achieve from an investment in our class B common stock.Â Inthe future, we may attempt to increase our capital resources by offering debt securities. Upon bankruptcy or liquidation, holders ofour debt securities, and lenders with respect to other borrowings we may make, would receive distributions of our available assets priorto any distributions being made to holders of our common stock. Moreover, if we issue preferred stock, the holders of such preferredstock could be entitled to preferences over holders of common stock in respect of the payment of dividends and the payment of liquidatingdistributions. Because our decision to issue debt or preferred stock in any future offering, or borrow money from lenders, will dependin part on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of anysuch future offerings or borrowings. Holders of our class B common stock must bear the risk that any future offerings we conduct or borrowingswe make may adversely affect the level of return, if any, they may be able to achieve from an investment in our class B common stock.Â Ifour shares of class B common stock become subject to the penny stock rules, it would become more difficult to trade our shares.Â TheSEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generallyequity securities with a price of less than $5.00, other than securities registered on certain national securities exchanges or authorizedfor quotation on certain automated quotation systems, provided that current price and volume information with respect to transactionsin such securities is provided by the exchange or system. If we do not retain a listing on NYSE American or another national securitiesexchange and if the price of our class B common stock is less than $5.00, our class B common stock could be deemed a penny stock. Thepenny stock rules require a broker-dealer, before a transaction in a penny stock not otherwise exempt from those rules, to deliver astandardized risk disclosure document containing specified information. In addition, the penny stock rules require that before effectingany transaction in a penny stock not otherwise exempt from those rules, a broker-dealer must make a special written determination thatthe penny stock is a suitable investment for the purchaser and receive (i) the purchaserâ€™s written acknowledgment of the receiptof a risk disclosure statement; (ii) a written agreement to transactions involving

penny stocks; and (iii) a signed and dated copy ofa written suitability statement. These disclosure requirements may have the effect of reducing the trading activity in the secondarymarket for our class B common stock, and therefore stockholders may have difficulty selling their shares.Â 19 Â Weare subject to ongoing public reporting requirements that are less rigorous than rules for companies that are not emerging growth companies,and our stockholders could receive less information than they might expect to receive from more mature public companies. Â Wereport on an ongoing basis as an â€œemerging growth companyâ€ (as defined in the Jumpstart Our Business Startups Act of 2012,or the JOBS Act) under the reporting rules set forth under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Forso long as we remain an emerging growth company, we may take advantage of certain exemptions from various reporting requirements thatare applicable to other Exchange Act reporting companies that are not emerging growth companies, including but not limited to:Â â—not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act;Â â—being permitted to comply with reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements; andÂ â—being exempt from the requirement to hold a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.Â Inaddition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition periodprovided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended, or the Securities Act, for complying with new or revised accountingstandards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards wouldotherwise apply to private companies. We have elected to take advantage of the benefits of this extended transition period. Our financialstatements may therefore not be comparable to those of companies that comply with such new or revised accounting standards.Â Wewill remain an emerging growth company until the earliest of (i) the last day of the fiscal year following the fifth anniversary of ourinitial public offering, (ii) the last day of the first fiscal year in which our total annual gross revenues are $1.235 billion or more,(iii) the date that we become a â€œlarge accelerated filerâ€ as defined in Rule 12b-2 under the Exchange Act, which would occurif the market value of our class B common stock that is held by non-affiliates exceeds $700 million as of the last business day of ourmost recently completed second fiscal quarter or (iv) the date on which we have issued more than $1 billion in non-convertible debt duringthe preceding three year period.Â Becausewe are subject to ongoing public reporting requirements that are less rigorous than Exchange Act rules for companies that are not emerginggrowth companies, our stockholders could receive less information than they might expect to receive from more mature public companies.We cannot predict if investors will find our class B common stock less attractive if we elect to rely on these exemptions, or if takingadvantage of these exemptions would result in less active trading or more volatility in the price of our class B common stock.Â Weare also a smaller reporting company within the meaning of the Securities Act, and if we take advantage of certain exemptions from disclosurerequirements available to smaller reporting companies, this could make our securities less attractive to investors and may make it moredifficult to compare our performance with other public companies.Â Rule12b-2 of the Exchange Act defines a â€œsmaller reporting companyâ€ as an issuer that is not an investment company, an asset-backedissuer, or a majority-owned subsidiary of a parent that is not a smaller reporting company and that:Â â—had a public float of less than $250 million as of the last business day of its most recently completed second fiscal quarter, computed by multiplying the aggregate worldwide number of shares of its voting and non-voting common equity held by non-affiliates by the price at which the common equity was last sold, or the average of the bid and asked prices of common equity, in the principal market for the common equity; orÂ â—in the case of an initial registration statement under the Securities Act or the Exchange Act for shares of its common equity, had a public float of less than $250 million as of a date within 30 days of the date of the filing of the registration statement, computed by multiplying the aggregate worldwide number of such shares held by non-affiliates before the registration plus, in the case of a Securities Act registration statement, the number of such shares included in the registration statement by the estimated public offering price of the shares; orÂ â—in the case of an issuer whose public float as calculated under paragraph (1) or (2) of this definition was zero or whose public float was less than $700 million, had annual revenues of less than $100 million during the most recently completed fiscal year for which audited financial statements are available.Â Asa smaller reporting company, we are not required and may not include a compensation discussion and analysis section in our proxy statements,and we provide only two years of financial statements. We also have other â€œscaledâ€ disclosure requirements that are lesscomprehensive than issuers that are not smaller reporting companies which could make our class B common stock less attractive to potentialinvestors, which could make it more difficult for our stockholders to sell their shares.Â 20 Â Weare a â€œcontrolled companyâ€ under the rules of NYSE American and as a result, we may choose to exempt our company from certaincorporate governance requirements that could have an adverse effect on our public stockholders.Â UnderNYSE American rules, a company of which more than 50% of the voting power is held by an individual, group or another company is a â€œcontrolledcompanyâ€ and may elect not to comply with certain corporate governance requirements, including, without limitation, (i) the requirementto have a board of directors comprised of a majority of independent directors, (ii) requirement that director nominees be selected eitherby the independent directors or a nomination committee comprised solely of independent directors and (iii) the requirement that the compensationof officers be determined, or recommended to the board for determination, either by the independent directors or a compensation committeecomprised solely of independent directors. As noted above, Clayton Adams is able to exercise more than 50% of our total voting powerif he exercises his stock options. As a result, we are a â€œcontrolled companyâ€ within the meaning of NYSE American rules.Although we currently do not intend to rely on the â€œcontrolled companyâ€ exemption, we could elect to rely on this exemptionin the future. If we elected to rely on the â€œcontrolled companyâ€ exemption, a majority of the members of our board of directorsmight not be independent and our nominating and compensation committees might not consist entirely of independent directors. Our statusas a controlled company could cause our class B common stock to look less attractive to certain investors or otherwise harm our tradingprice.Â Anti-takeoverprovisions in our charter documents and under Nevada law could make an acquisition of our company more difficult, and limit attemptsby our stockholders to replace or remove our current management.Â Provisionsin our articles of incorporation and bylaws may have the effect of delaying or preventing a change of control of our company or changesin our management. As described above, we have a dual class structure which concentrates control with a single stockholder. Furthermore,neither the holders of our common stock nor the holders of our preferred stock have cumulative voting rights in the election of our directors.The combination of the present ownership by this single stockholder of a significant portion of our issued and outstanding common stockand lack of cumulative voting makes it more difficult for other stockholders to replace our board of directors or for a third party toobtain control of our company by replacing its board of directors.Â Inaddition, our authorized but unissued shares of common stock are available for our board of directors to issue without stockholder

approval,subject to NYSE Americanâ€™s rules. We may use these additional shares for a variety of corporate purposes, including raising additionalcapital, corporate acquisitions and employee stock plans. The existence of our authorized but unissued shares of common stock could renderit more difficult or discourage an attempt to obtain control of our company by means of a proxy context, tender offer, merger or othertransaction since our board of directors can issue large amounts of capital stock as part of a defense to a take-over challenge. In addition,we have authorized in our articles of incorporation 50,000,000 shares of preferred stock. Our board acting alone and without approvalof our stockholders, subject to NYSE Americanâ€™s rules, can designate and issue one or more series of preferred stock containingsuper-voting provisions, enhanced economic rights, rights to elect directors, or other dilutive features, that could be utilized as partof a defense to a take-over challenge.Â Â Inaddition, various provisions of our bylaws may also have an anti-takeover effect. These provisions may delay, defer or prevent a tenderoffer or takeover attempt of our company that a stockholder might consider in his or her best interest, including attempts that mightresult in a premium over the market price for the shares held by our stockholders. Our bylaws may be adopted, amended or repealed onlyby our board of directors. Our bylaws also contain limitations as to who may call special meetings as well as require advance noticeof stockholder matters to be brought at a meeting. Additionally, our bylaws also provide that no director may be removed by less thana two-thirds vote of the issued and outstanding shares entitled to vote on the removal. Our bylaws also permit the board of directorsto establish the number of directors and fill any vacancies and newly created directorships. These provisions will prevent a stockholderfrom increasing the size of our board of directors and gaining control of our board of directors by filling the resulting vacancies withits own nominees.Â Ourbylaws also establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of our stockholders,including proposed nominations of persons for election to the board of directors. Stockholders at an annual meeting will only be ableto consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of the boardof directors or by a stockholder who was a stockholder of record on the record date for the meeting, who is entitled to vote at the meetingand who has given us timely written notice, in proper form, of the stockholderâ€™s intention to bring that business before the meeting.Although our bylaws do not give the board of directors the power to approve or disapprove stockholder nominations of candidates or proposalsregarding other business to be conducted at a special or annual meeting, our bylaws may have the effect of precluding the conduct ofcertain business at a meeting if the proper procedures are not followed or may discourage or deter a potential acquirer from conductinga solicitation of proxies to elect its own slate of directors or otherwise attempting to obtain control of our company.Â 21 Â Theseprovisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficultfor stockholders to replace members of our board of directors, which is responsible for appointing the members of our management.Â GeneralRisk FactorsÂ Weface significant competition. Â Webelieve that our success will depend heavily upon achieving market acceptance of our products before our competitors introduce more advancedcompeting products. Current and new competitors, however, may be able to develop and introduce better or more desirable products in advanceof us or at a lower cost. In addition, some of our current and potential competitors have longer and/or more established operating histories,greater industry experience, greater name recognition, established customer bases, and significantly greater financial, technical, marketing,and other resources than we do. To be competitive, we must respond promptly and effectively to the challenges of technological change,evolving standards and regulations, and our competitorsâ€™ innovations by continually working to improve the design of our products,enhancing our products, as well as improving and increasing our marketing and distribution channels. Increased competition could resultin a decrease in the desirability of our products, a decrease in the use of our products by customers, loss of market share and brandrecognition, and a reduction in the projected revenues from our products. We cannot assure you that we will be able to compete successfullyagainst current and future competitors. Competitive pressures faced by us could have a material adverse effect on our business, operatingresults and financial condition.Â Increasedprices for raw materials could increase our cost of sales and decrease demand for our products, which could adversely affect our revenueor profitability.Â Ourprofitability is affected by the prices of the raw materials used in the manufacturing and sale of our products. These prices may fluctuatebased on a number of factors beyond our control, including, among others, changes in supply and demand, general economic conditions,labor costs, competition, import duties, currency exchange rates and, in some cases, government regulation. Increased prices could adverselyaffect our profitability or revenues. We do not have long-termÂ supply contracts for the raw materials. Significant increases inthe prices of raw materials could adversely affect our profit margins, especially if we are not able to recover these costs by increasingthe prices we charge our customers for our products.Â Ifcommodity prices such as fuel, plastic and steel increase, our margins may be negatively impacted. Â Ourthird-partyÂ delivery services have increased fuel surcharges from time to time, and such increases negatively impact our margins,as we are generally unable to pass all of these costs directly to consumers. Increasing prices of the raw materials for the productswe sell may impact the availability, the quality and the price of our products, as suppliers search for alternatives to existing materialsand increase the prices they charge. We cannot ensure that we can recover all the increased costs through price increases, and our suppliersmay not continue to provide the consistent quality of raw materials as they may substitute lower cost materials to maintain pricing levels,all of which may have a negative impact on our business and results of operations.Â Ifwe fail to properly manage our anticipated growth, our business could suffer.Â Theplanned growth of our commercial operations may place a significant strain on our management and on our operational and financial resourcesand systems. To manage growth effectively, we will need to maintain a system of management controls, and attract and retain qualifiedpersonnel, as well as develop, train and manage management-level and other employees. Failure to manage our growth effectively couldcause us to over-invest or under-invest in infrastructure, and result in losses or weaknesses in our infrastructure, which could havea material adverse effect on our business, results of operations, financial condition and cash flow. Any failure by us to manage ourgrowth effectively could have a negative effect on our ability to achieve our development and commercialization goals and strategies.Â Businessinterruptions in our facilities may affect the distribution of our products and/or the stability of our computer systems, which may affectour business. Â Weather,terrorist activities, war or other disasters, or the threat of them, may result in the closure of one or more of our facilities, or mayadversely affect our ability to timely provide products to our customers, resulting in lost sales or a potential loss of customer loyalty.Most of our raw materials are imported from other countries and these goods could become difficult or impossible to bring into the UnitedStates, and we may not be able to obtain such raw materials from other sources at similar prices. Such a disruption in revenue couldpotentially have a negative impact on our results of operations, financial condition and cash flows.Â 22 Â Werely extensively on our computer systems to manage inventory, process transactions and timely provide products to our customers. Oursystems are subject to damage or interruption from

power outages, telecommunications failures, computer viruses, security breaches orother catastrophic events. If our systems are damaged or fail to function properly, we may experience loss of critical data and interruptionsor delays in our ability to manage inventories or process customer transactions. Such a disruption of our systems could negatively impactrevenue and potentially have a negative impact on our results of operations, financial condition and cash flows.Â Securitythreats, such as ransomware attacks, to our IT infrastructure could expose us to liability, and damage our reputation and business. Â Itis essential to our business strategy that our technology and network infrastructure remain secure and is perceived by our customersto be secure. Despite security measures, however, any network infrastructure may be vulnerable to cyber-attacks. Information securityrisks have significantly increased in recent years in part due to the proliferation of new technologies and the increased sophisticationand activities of organized crime, hackers, terrorists and other external parties, including foreign private parties and state actors.We may face cyber-attacksÂ that attempt to penetrate our network security, including our data centers, to sabotage or otherwise disableour website, misappropriate our or our customersâ€™ proprietary information, which may include personally identifiable information,or cause interruptions of our internal systems and services. If successful, any of these attacks could negatively affect our reputation,damage our network infrastructure and our ability to sell our products, harm our relationship with customers that are affected and exposeus to financial liability.Â Wemaintain a comprehensive system of preventive and detective controls through our security programs; however, given the rapidly evolvingnature and proliferation of cyber threats, our controls may not prevent or identify all such attacks in a timely manner or otherwiseprevent unauthorized access to, damage to, or interruption of our systems and operations, and we cannot eliminate the risk of human erroror employee or vendor malfeasance.Â Inaddition, any failure by us to comply with applicable privacy and information security laws and regulations could cause us to incur significantcosts to protect any customers whose personal data was compromised and to restore customer confidence in us and to make changes to ourinformation systems and administrative processes to address security issues and compliance with applicable laws and regulations. In addition,our customers could lose confidence in our ability to protect their personal information, which could cause them to stop shopping onour sites altogether. Such events could lead to lost sales and adversely affect our results of operations. We also could be exposed togovernment enforcement actions and private litigation.Â Interruptionsin deliveries of raw materials could adversely affect our revenue or profitability.Â Ourdependency upon regular deliveries from particular suppliers means that interruptions or stoppages in such deliveries could adverselyaffect our operations until arrangements with alternate suppliers could be made. If any of our suppliers were unable to deliver raw materialsto us for an extended period of time, as the result of financial difficulties, catastrophic events affecting their facilities or otherfactors beyond our control, or if we were unable to negotiate acceptable terms for the supply of raw materials with these or alternativesuppliers, our business could suffer. We may not be able to find acceptable alternatives, and any such alternatives could result in increasedcosts for us. Even if acceptable alternatives are found, the process of locating and securing such alternatives might be disruptive toour business. Extended unavailability of a necessary raw material could cause us to cease producing or selling one or more of our productsfor a period of time.Â Assertionsby third parties of infringement, misappropriation or other violation by us of their intellectual property rights could result in significantcosts and substantially harm our business and operating results.Â Inrecent years, there has been significant litigation involving intellectual property rights. Any infringement, misappropriation or relatedclaims, whether or not meritorious, is time-consuming, diverts technical and management personnel and is costly to resolve. As a resultof any such dispute, we may have to develop non-infringingÂ technology, pay damages, enter into royalty or licensing agreements,cease providing our product or take other actions to resolve the claims. These actions, if required, may be costly or unavailable onterms acceptable to us. Any of these events could result in increases in operating expenses, limit our product offerings or result ina loss of business.Â Industryand other market data that may be used in our periodic reports that we may file with the SEC and our other materials, including thoseundertaken by us or our engaged consultants, may not prove to be representative of current and future market conditions or future results.Â Theperiodic reports that we may file with the SEC may include or refer to statistical and other industry and market data that we obtainedfrom industry publications and research, surveys and studies conducted by third parties and surveys and studies that we may have undertakenourselves regarding the market potential for our product candidates. Although we believe that such information has been, and will be,obtained from reliable sources, the sources of such data do not guarantee the accuracy or completeness of such information. While webelieve these industry publications and third-party research, surveys and studies are reliable, we do not independently verify such data.The results of this data represent various methodologies, assumptions, research, analysis, projections, estimates, composition of respondentpool, presentation of data and adjustments, each of which may ultimately prove to be incorrect or inaccurate and may cause actual resultsand market viability information to differ materially from that presented in any such reports or other materials that we may prepare.Â 23 Â ITEM 1B. UNRESOLVED STAFF COMMENTS.Â Notapplicable.Â ITEM 1C. CYBERSECURITY.Â RiskManagement and StrategyÂ Werecognize the critical importance of developing, implementing, and maintaining robust cybersecurity measures to safeguard our informationsystems and protect the confidentiality, integrity, and availability of our data. We have developed the followingÂ processes as partof our strategy for assessing, identifying, and managing material risks from cybersecurity threats.Â ManagingMaterial Risks & Integrated Overall Risk ManagementÂ Wehave integrated cybersecurity risk management into our risk management processes. This integration is intended to ensure that cybersecurityconsiderations are part of our decision-making processes. We continuously evaluate and address cybersecurity risks in alignment withour business objectives and operational needs.Â EngagingThird-parties on Risk ManagementÂ Recognizingthe complexity and evolving nature of cybersecurity threats, we plan to engage external experts, including consultants and auditors,in evaluating and testing our risk management systems.Â Â These services will enable us to leverage specialized knowledgeand insights, ensuring our cybersecurity strategies and processes remain at the forefront of industry best practices. Our collaborationwith these third-parties is expected to include annual audits, ongoing threat assessments, and regular consultations on security enhancements.Â Â OverseeingThird-Party RiskÂ Becausewe are aware of the risks associated with third-party service providers, we implement processes to oversee and manage these risks. Weconduct thorough security assessments of all third-party providers before engagement and maintain ongoing monitoring to ensure compliancewith our cybersecurity standards. This approach is designed to mitigate risks related to data breaches or other security incidents originatingfrom third parties.Â Risksfrom Cybersecurity ThreatsÂ Wehave not encountered cybersecurity challenges that have materially affected or are reasonably likely to materially affect us, includingour business strategy, results of operations, or financial condition.Â GovernanceÂ Boardof Directors OversightÂ Ourboard of directors oversees the management of risks associated with cybersecurity threats.Â Managementâ€™sRole Managing RiskÂ Managementis primarily responsible

for assessing, monitoring and managing our cybersecurity risks. Management must ensure that all industry standardcybersecurity measures are functioning as required to prevent or detect cybersecurity threats and related risks. Management overseesand tests our compliance with standards, remediates known risks, and leads our employee training program.Â 24 Â MonitoringCybersecurity IncidentsÂ Managementis continually informed about the latest developments in cybersecurity, including potential threats and innovative risk management techniques.Management implements and oversees processes for the regular monitoring of our information systems. This includes the deployment of industry-standardsecurity measures and regular system audits to identify potential vulnerabilities. In the event of a cybersecurity incident, managementwill implement an incident response plan. This plan includes immediate actions to mitigate the impact and long-term strategies for remediationand prevention of future incidents.Â Reportingto Board of DirectorsÂ Significantcybersecurity matters, and strategic risk management decisions, will be escalated to the board of directors.Â ITEM 2. PROPERTIES.Â Ourcorporate headquarters are in Omaha, NE, which includes both our corporate offices and the warehouse and assembly functions. Our facilitiesare approximately 12,420 square feet and include an office bay, a manufacturing and shipping bay, and a warehouse and storage bay. Welease the building, and we are currently on a contract until the end of February 2028. We anticipate continuing assembly and warehousingat this location.Â Webelieve that our property is adequately maintained, is in generally good condition, and adequate for our business.Â ITEM 3. LEGAL PROCEEDINGS.Â Fromtime to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However,litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that mayharm our business. Except as set forth below, we are currently not aware of any such legal proceedings or claims that we believe willhave a material adverse effect on our business, financial condition or operating results.Â OnAugust 20, 2024, Matthew Atkinson, our former Chief Executive Officer and a significant stockholder, filed a complaint against our companyin the District Court of Douglas County, Nebraska. In his complaint, he alleges that we failed to pay him compensation in the amountof $123,625.76, unreimbursed expenses of $1,815.25, and accrued and unpaid vacation in the amount of $6,153.84, or $131,594.85 in theaggregate. He alleges that we are obligated to pay him these amounts under an executive employment agreement between him and our company,and that he had become entitled to these amounts before he resigned his employment in February 2024. Based on these allegations, Mr.Atkinson asserts in his complaint causes of action for violation of the Nebraska Wage Payment and Collection Act, or the Act, breachof contract, and promissory estoppel. His complaints asks for a judgment that: (a) awards him damages in amount to be proved at trialbut no less than $131,594.85, (b) assesses a penalty against our company pursuant to the Act in the amount of $263,189.70, and (c) awardsMr. Atkinson an amount for his reasonable costs and attorneyâ€™s fees incurred in litigating this matter and pre- and post-judgmentinterest.Â ITEM 4. MINE SAFETY DISCLOSURES.Â Notapplicable.Â 25 Â PARTIIÂ ITEM 5. MARKET FOR REGISTRANTâ€™S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.Â MarketInformationÂ Ourclass B common stock is listed on the NYSE American under the symbol â€œZONE.â€Â Numberof Holders of our Common SharesÂ As of September 19, 2024, there were approximately 29 stockholdersof record of our class B common stock. In computing the number of holders of record of our class B common stock, each broker-dealer andclearing corporation holding shares on behalf of its customers is counted as a single stockholder.Â DividendPolicyÂ Wehave never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and any future earningsfor use in the operation of our business and do not anticipate paying any cash dividends in the near future. We may also enter into creditagreements or other borrowing arrangements in the future that will restrict our ability to declare or pay cash dividends. Any futuredetermination to declare dividends will be made at the discretion of our board of directors and will depend on our financial condition,operating results, capital requirements, contractual restrictions, general business conditions and other factors that our board of directorsmay deem relevant. See also Item 1A â€œRisk Factorsâ€”Risks Related to Ownership ofOur Common Stockâ€”We do not expect to declare or pay dividends in the foreseeable future.â€Â SecuritiesAuthorized for Issuance under Equity Compensation PlansÂ SeeItem 12 â€œSecurity Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.â€Â RecentSales of Unregistered Securities Â Wehave not sold any equity securities during the 2024 fiscal year that were not previously disclosed in a quarterly report on Form 10-Qor a current report on Form 8-K that was filed during the 2024 fiscal year.Â Purchasesof Equity Securities Â Norepurchases of our common stock were made during the fourth quarter of fiscal year 2024.Â ITEM 6. [RESERVED]Â ITEM 7. MANAGEMENTâ€™S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.Â Thefollowing discussion and analysis summarizes the significant factors affecting our operating results, financial condition, liquidityand cash flows as of and for the periods presented below. The following discussion and analysis should be read in conjunction with ourfinancial statements and the related notes thereto included elsewhere in this report. The discussion contains forward-looking statementsthat are based on the beliefs of management, as well as assumptions made by, and information currently available to, management. Actualresults could differ materially from those discussed in or implied by forward-looking statements as a result of various factors, includingthose discussed below and elsewhere in this report, particularly in the sections titled â€œRisk Factorsâ€ and â€œSpecialNote Regarding Forward-Looking Statements.â€Â Allperiods presented on or prior to October 16, 2022 represent the operations of CleanCore, TetraClean and Food Safety, our predecessorscompanies, and all references to â€œpredecessorâ€ refer to the combined financial position and results of operations of CleanCore,TetraClean and Food Safety on and before such date. References to â€œsuccessorâ€ refer to the financial position and resultsof operations of our company subsequent to October 16, 2022. Â OverviewÂ Wespecialize in the development and production of cleaning products that produce pure aqueous ozone for professional, industrial, or homeuse. We have a patented nanobubble technology using aqueous ozone that we believe is highly effective in cleaning, sanitizing, and deodorizingsurfaces and high-touch areas.Â Weoffer products and solutions that are marketed for janitorial and sanitation, ice machine cleaning, laundry, and industrial industries.Our products are used in many types of environments including retail establishments, distribution centers, factories, warehouses, restaurants,schools and universities, airports, healthcare, food service, and commercial buildings such as offices, malls, and stores.Â Ourmission is to become a leader in creating safe, clean spaces that are free from any chemical residue or skin irritants. We are currentlyexpanding our distributor network, improving our production processes, and proving the effectiveness of our products in restaurants,airports, and hotels.Â 26 Â RecentDevelopmentsÂ ProductDevelopment ProposalÂ OnAugust 20, 2024, we entered into a product development proposal with E-Business International Incorporation, pursuant to which BusinessInternational Incorporation, an engineering company, will look for more efficient ways to assemble some of our units, and will then takeover assembly of certain products using overseas facilities.Â DistributorAgreementÂ OnSeptember 10, 2024, we entered into a sole distributorship agreement with

Consensus B.V., pursuant to which Consensus B.V. will act assole distributor of our products in the European Union, United Kingdom, Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and United Arab Emirates.The agreement is for a term of five years and may be terminated by either party upon not less than four monthsâ€™ notice; providedthat either party may terminate the agreement immediately upon a substantial breach of the agreement, as more particularly describedin the agreement.Â PrincipalFactors Affecting Our Financial PerformanceÂ Ouroperating results are primarily affected by the following factors:Â â—our ability to acquire new customers or retain existing customers;Â â—our ability to stay ahead of our value-proposition to end consumers;Â â—our ability to continue innovating our technology to meet consumer demand;Â â—industry demand and competition; andÂ â—market conditions and our market position.Â EmergingGrowth Company Â Wequalify as an â€œemerging growth companyâ€ under the JOBS Act. As a result, we are permitted to, and intend to, rely on exemptionsfrom certain disclosure requirements. For so long as we are an emerging growth company, we will not be required to:Â â—have an auditor report on our internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act;Â â—comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditorâ€™s report providing additional information about the audit and the financial statements (i.e., an auditor discussion and analysis);Â â—submit certain executive compensation matters to stockholder advisory votes, such as â€œsay-on-payâ€ and â€œsay-on-frequency;â€ andÂ â—disclose certain executive compensation related items such as the correlation between executive compensation and performance and comparisons of the chief executive officerâ€™s compensation to median employee compensation.Â Inaddition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition periodprovided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an emerginggrowth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies.We have elected to take advantage of the benefits of this extended transition period. Our financial statements may therefore not be comparableto those of companies that comply with such new or revised accounting standards.Â Wewill remain an emerging growth company until the earliest of (i) the last day of the fiscal year following the fifth anniversary of ourinitial public offering, (ii) the last day of the first fiscal year in which our total annual gross revenues are $1.235 billion or more,(iii) the date that we become a â€œlarge accelerated filerâ€ as defined in Rule 12b-2 under the Exchange Act, which would occurif the market value of our class B common stock that is held by non-affiliates exceeds $700 million as of the last business day of ourmost recently completed second fiscal quarter or (iv) the date on which we have issued more than $1 billion in non-convertible debt duringthe preceding three year period.Â 27 Â Resultsof OperationsÂ Thefollowing table sets forth key components of our results of operations for the period from July 1, 2022 to October 16, 2022 (Predecessor),from October 17, 2022 to June 30, 2023 (Successor), and for the year ended June 30, 2024 (Successor).Â Â Â For theYear EndedJune 30,2024 (Successor)Â Â Period fromOctober 17, 2022 to June 30, 2023 (Successor)Â Â Period fromJuly 1, 2022 to October 16, 2022(Predecessor)Â RevenueÂ $1,604,973Â Â $1,938,366Â Â $502,990Â Cost of salesÂ Â 809,161Â Â Â 1,359,401Â Â Â 351,740Â Gross profitÂ Â 795,812Â Â Â 578,965Â Â Â 151,250Â Operating expenses:Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â General and administrativeÂ Â 2,471,480Â Â Â 5,310,961Â Â Â 334,535Â Advertising expenseÂ Â 116,007Â Â Â 14,944Â Â Â 4,621Â Depreciation and amortization expenseÂ Â 155,059Â Â Â 109,144Â Â Â 6,420Â Loss from operationsÂ Â (1,946,734)Â Â (4,856,084)Â Â (194,326) Interest expenseÂ Â 335,008Â Â Â 167,123Â Â Â 125,738Â Net lossÂ $(2,281,742)Â $(5,023,207)Â $(320,064) Â Webelieve that reviewing our operating results for the year ended June 30, 2023, by combining the results of the successor period (October17, 2022 to June 30, 2023) and the predecessor period (July 1, 2022 to October 16, 2022) is more useful in discussing our overall operatingperformance compared to the results of the year ended June 30, 2024 (successor). We do not see any potential risks associated with utilizingthis combined presentation.Â Following are the combined results forthe years ended June 30, 2024 and 2023, both in dollars and as a percentage of our revenues.Â Â Â Year EndedJune 30, 2024(Successor)Â Â ProFormaCombined Year ended June 30, 2023Â Â Period fromOctober 17,2022 toJune 30,Â Â Period fromJuly 1, 2022 toOctober 16,Â Â Â AmountÂ Â % ofRevenueÂ Â AmountÂ Â % ofRevenueÂ Â 2023 (Successor)Â Â 2022 (Predecessor)Â RevenueÂ $1,604,973Â Â Â 100.00%Â $2,441,356Â Â Â 100.00%Â $1,938,366Â Â $502,990Â Cost of salesÂ Â 809,161Â Â Â 50.42%Â Â 1,711,141Â Â Â 70.09%Â Â 1,359,401Â Â Â 351,740Â Gross profitÂ Â 795,812Â Â Â 49.58%Â Â 730,215Â Â Â 29.91%Â Â 578,965Â Â Â 151,250Â Operating expenses:Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â General and administrativeÂ Â 2,471,480Â Â Â 153.99%Â Â 5,645,496Â Â Â 231.24%Â Â 5,310,961Â Â Â 334,535Â Advertising expenseÂ Â 116,007Â Â Â 7.23%Â Â 19,565Â Â Â 0.80%Â Â 14,944Â Â Â 4,621Â Depreciation and amortization expenseÂ Â 155,059Â Â Â 9.66%Â Â 115,564Â Â Â 4.73%Â Â 109,144Â Â Â 6,420Â Loss from operationsÂ Â (1,946,734)Â Â (121.29)%Â Â (5,050,410)Â Â (206.87)%Â Â (4,856,084)Â Â (194,326) Interest expenseÂ Â 335,008Â Â Â 20.87%Â Â 292,861Â Â Â 12.00%Â Â 167,123Â Â Â 125,738Â Net lossÂ $(2,281,742)Â Â (142.17)%Â $(5,343,271)Â Â (218.86)%Â $(5,023,207)Â $(320,064) Â Revenue.We generate revenue from sales of our cleaning products. Our revenue decreased by $836,383, or 34.26%, to $1,604,973 for the year endedJune 30, 2024 from $2,441,356 for the year ended June 30, 2023. This reduction in revenue was primarily due to the fact that our previouslargest customer decided to make its own units instead of ordering from us commencing at the start of calendar year 2023. Revenue tothis customer declined by 96% during the fiscal year, which represented over 80% of total revenue decline. The remaining decline is theresult of managementâ€™s strategy of shifting focus to selling at higher margins direct to end users instead of selling through regionaldistribution groups at lower margins.Â 28 Â Cost of sales. Our cost of salesconsists of raw materials, components and labor. Our cost of sales decreased by $901,980, or 52.71%, to $809,161 for the year ended June30, 2024 from $1,711,141 for the year ended June 30, 2023. As a percentage of revenue, cost of sales decreased from 70.09% for the yearended June 30, 2023 to 50.42% for the year ended June 30, 2024. This decrease was primarily due to our strategy of selling direct to endusers instead of selling via regional distribution groups.Â Gross profit. As a result of theforegoing, our gross profit increased by $65,597, or 8.98%, to $795,812 for the year ended June 30, 2024 from $730,215 for the year endedJune 30, 2023. As a percentage of revenue, gross profit increased from 29.91% for the year ended June 30, 2023 to 49.58% for the yearended June 30, 2024.Â General and administrative expenses.Â Ourgeneral and administrative expenses consist primarily of personnel expenses, including employee salaries and bonuses plus related payrolltaxes, professional advisor fees, bad debts, rent expense, insurance and other expenses incurred in connection with general operations.Our general and administrative expenses decreased by $3,174,016, or 56.22%, to $2,471,480 for the year ended June 30, 2024 from $5,645,496for the year ended June 30, 2023. As a percentage of revenue, our general and administrative expenses decreased from 231.24% for the yearended June 30, 2023 to 153.99% for the year ended June 30, 2024. This decrease was primarily due to a reduction in stock option expense.Â Advertising expenses.Â Ouradvertising expenses consist of vendor trade

shows and various trade publications. Our advertising expenses increased by $96,442, or 492.93%,to $116,007 for the year ended June 30, 2024 from $19,565 for the year ended June 30, 2023. As a percentage of revenue, our advertisingexpenses increased from 0.80% for the year ended June 30, 2023 to 7.23% for the year ended June 30, 2024. Such an increase was primarilydue to an increase in trade show sponsorship expenses.Â Depreciationand amortization expense.Â We incurred depreciation and amortization expense of $155,059, or 9.66% of revenue, forthe year ended June 30, 2024, as compared to $115,564, or 4.73% of revenue, for the year ended June 30, 2023.Â Interestexpense.Â We incurred interest expense of $335,008, or 20.87% of revenue, for the year ended June 30, 2024, as comparedto $292,861, or 12.00% of revenue, for the year ended June 30, 2023.Â Netloss.Â As a result of the cumulative effect of the factors described above, we had a net loss of $2,281,742 for theyear ended June 30, 2024, as compared to $5,343,271 for the year ended June 30, 2023, a decrease of $3,061,529, or 57.30%.Â Liquidityand Capital ResourcesÂ Ourcompany has incurred losses and negative cash flows from operations. From acquisition through June 30, 2024, we have financed our operationsprimarily through private investor funding and an initial public offering. As of June 30, 2024, we had cash and cash equivalents of $2,016,611,a net loss for the year ended June 30, 2024 of $2,281,742 and cash used in operating activities of $1,547,880.Â Despitethe initial public offering described below, management believes that currently available resources will not be sufficient to fund ourplanned expenditures over the next 12 months. These factors, individually and collectively indicate that a material uncertainty existsthat raises substantial doubt about our companyâ€™s ability to continue as a going concern for 12 months from the date of issuanceof the accompanying financial statements.Â Wewill be dependent upon the raising of additional capital through equity and/or debt financing in order to implement our business planand generate sufficient revenue in excess of costs. If we raise additional capital through the issuance of equity securities or securitiesconvertible into equity, stockholders will experience dilution, and such securities may have rights, preferences or privileges seniorto those of the holders of common stock. If we raise additional funds by issuing debt, we may be subject to limitations on its operations,through debt covenants or other restrictions. There is no assurance that we will be successful with future financing ventures, and theinability to secure such financing may have a material adverse effect on our financial condition. Thes accompanying financial statementsdo not include any adjustments to the amounts and classifications of assets and liabilities that might be necessary should we be unableto continue as a going concern.Â Theaccompanying financial statements have been prepared on a going concern basis under which our company is expected to be able to realizeits assets and satisfy its liabilities in the normal course of business.Â 29 Â Summaryof Cash FlowÂ Thefollowing table provides detailed information about our net cash flow for the years ended June 30, 2024 and 2023.Â Â Â Â Â Â Â Combined Year Ended June 30, 2023Â Â Â Year Ended June 30, 2024Â Â 2023 TotalÂ Â Period fromOctober 17,2022 toJune 30, 2023(Successor)Â Â Period fromJuly 1, 2022 toOctober 16, 2022 (Predecessor)Â Net cash used in operating activitiesÂ $(1,547,880)Â $(354,121)Â $(236,870)Â $(117,251) Net cash used in investing activitiesÂ Â (10,438)Â Â (2,009,142)Â Â (2,001,260)Â Â (7,882) Net cash provided by (used in) financing activitiesÂ Â 3,181,735Â Â Â 2,506,102Â Â Â 2,631,324Â Â Â (125,222) Net increase (decrease) in cashÂ Â 1,623,417Â Â Â 142,839Â Â Â 393,194Â Â Â (250,355) Cash and cash equivalents at beginning of periodÂ Â 393,194Â Â Â 263,506Â Â Â -Â Â Â 263,506Â Cash and cash equivalents at end of periodÂ $2,016,611Â Â $406,345Â Â $393,194Â Â $13,151Â Â Netcash used in operating activities was $1,547,880 for the year ended June 30, 2024, as compared to $354,121 for the year ended June 30,2023. For the year ended June 30, 2024, our net loss of $2,281,741, offset by stock-based compensation of $670,958, were the primarydrivers of net cash used in operating activities. For the year ended June 30, 2023, our net loss of $5,343,271, offset by stock-basedcompensation of $4,119,321, were the primary drivers of the net cash used in operating activities.Â Netcash used in investing activities was $10,438 for the year ended June 30, 2024, as compared to $2,009,142 for the year ended June 30,2023. The net cash used in investing activities for the year ended June 30, 2024 consisted entirely of purchases of property and equipment,while the net cash used in investing activities for the year ended June 30, 2023 consisted of cash used in connection with the acquisitionof the assets of CleanCore LLC, TetraClean and Food Safety of $2,007,882 and purchases of property and equipment of $1,260.Â Netcash provided by financing activities was $3,181,735 for the year ended June 30, 2024, as compared to $2,506,102 for the year ended June30, 2023. Net cash provided by financing activities for the year ended June 30, 2024 consisted of proceeds from the issuance of classB common stock pursuant to the initial public offering of $4,233,875 (net of offering costs), proceeds from the issuance of convertiblenotes of $225,000, offset by payments for deferred offering costs of $587,573, repayment of notes of $480,667 and repayment of relatedparty loans of $208,900, while net cash provided by financing activities for the year ended June 30, 2023 consisted of proceeds fromthe issuance of class B common stock of $1,650,000, proceeds from the issuance of series seed preferred stock of $1,000,000, proceedsfrom related party loans of $373,817 and proceeds from the issuance of class A common stock of $100, offset by repayments of relatedparty loans of $288,861, payments for deferred operating costs of $227,676 and repayments of long term debt of $1,278.Â InitialPublic OfferingÂ OnApril 25, 2024, we entered into an underwriting agreement with Boustead Securities, LLC, as the representative of the several underwritersnamed on Schedule 1 thereto, relating to our initial public offering of class B common stock. Under the underwriting agreement, we agreedto sell 1,250,000 shares of class B common stock to the underwriters, at a purchase price per share of $3.72 (the offering price to thepublic of $4.00 per share of class B common stock minus the underwritersâ€™ discount), and also agreed to grant to the underwritersa 45-day option to purchase up to 187,500 additional shares of class B common stock, at a purchase price of $3.72, pursuant to our registrationstatement on Form S-1 (File No. 333-274928) under the Securities Act.Â OnApril 30, 2024, the closing of the initial public offering was completed. We sold 1,250,000 shares of class B common stock for totalgross proceeds of $5,000,000. After deducting the underwriting commission and expenses, we received net proceeds of approximately $4,239,500.Â OnApril 30, 2024, we also issued a class B common stock purchase warrant to the representative for the purchase of 87,500 shares of classB common stock at an exercise price of $5.00, subject to adjustments. The warrant will be exercisable at any time and from time to time,in whole or in part, during the period commencing on April 30, 2024 and ending on April 25, 2029 and may be exercised on a cashless basisunder certain circumstances.Â PrivatePlacement Â BetweenOctober 14, 2022 and November 29, 2022, we issued an aggregate of 660,921 shares of class B common stock for total gross proceeds of$1,150,000 and net proceeds of approximately $1,035,000 in a private placement transaction.Â 30 Â PromissoryNotesÂ OnOctober 17, 2022, we issued a promissory note in the principal amount of $3,000,000 to Burlington, which amended by an extension agreementdated September 13, 2023, a second extension agreement dated December 17, 2023, a third extension agreement dated April 30, 2024, anda fourth extension agreement dated May 20, 2024. The note bore interest at a rate of 7% per annum; provided that such interest rate increasedto 10% per annum on September 13, 2023. The note was due on the earlier of (a) the closing of a firm commitment initial public offeringand concurrent listing on a national securities exchange or (b) April

4, 2024.Â OnMay 31, 2024, Burlington and Walker Water LLC, or WW, entered into an allonge, assignment and agreement, or the Assignment Agreement,pursuant to which Burlington agreed to transfer $633,840 of the note to WW. The Assignment Agreement also provided that we would makea payment of $900,000 to Burlington on May 31, 2024, of which $480,667 will reduce the principal amount of the note, and $419,333 willpay outstanding interest. On May 31, 2024, we issued an amended and restated promissory note to Burlington to reduce the outstandingprincipal of the note due to Burlingtonâ€™s assignment of a portion of the note to WW and due to the foregoing payment. The notehas a new principal amount of $2,366,160, accrues interest at 8.5% per annum from October 17, 2022 (the date of the original note), whichshall increase to 10% upon an event of default, and requires quarterly payments in the amount of $100,000 over the course of the nexttwo and a half years, with a final payment of $1,396,881 due on April 1, 2027. The note may be prepaid at any time with no pre-paymentpenalty and contains customary events of default for a note of this type. As of June 30, 2024, the outstanding principal balance of thisnote is $1,885,493 and it has accrued interest of $13,673.Â Pursuantto the Assignment Agreement, we also issued a new promissory note to WW in the principal amount of $633,840. The note accrues interestat 8.5% per annum from October 17, 2022 (the date of the original note), which shall increase to 10% upon an event of default and isdue on December 31, 2024. The note may be prepaid at any time with no pre-payment penalty and contains customary events of default fora note of this type. As of June 30, 2024, the outstanding principal balance of this note is $633,840 and it has accrued interest of $4,490.Â Bothnotes are unsecured and areÂ pari passuÂ in right of payment to any other unsecured indebtedness incurred in favor ofany third party.Â RelatedParty Revolving LoanÂ OnMarch 26, 2024, we entered into a loan agreement with Clayton Adams, a significant stockholder at such time and our current Chief ExecutiveOfficer, pursuant to which we issued a revolving credit note to Mr. Adams in the principal amount of up to $500,000. Pursuant to theloan agreement and note, Mr. Adams agreed to provide advances to us upon request during the period commencing on the effective date ofthe registration statement relating to our initial public offering (April 25, 2024) and continuing until the second anniversary of suchdate, which is referred to as the maturity date. This note accrues simple interest on the outstanding principal amount at the rate of8% per annum, with all principal and interest due on the maturity date; provided that upon an event of default (as defined in the note),such rate shall increase to 13%. We may prepay the note at any time without penalty or premium. The note is unsecured and contains customaryevents of default for a loan of this type. As of June 30, 2024, no advances have been made and the principal amount of this note is $0.Â ContractualObligationsÂ Ourprincipal commitments consist mostly of obligations under the loans described above. Other than indicated above, at June 30, 2024, wedid not have other long-term debt obligations, capital (finance) lease obligations, operating lease obligations, purchase obligationsor other long-term liabilities reflected on our statements of financial position.Â Off-BalanceSheet ArrangementsÂ Wehave no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition,changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.Â 31 Â CriticalAccounting PoliciesÂ Thefollowing discussion relates to critical accounting policies for our company. The preparation of financial statements in conformity withUnited States generally accepted accounting principles, or U.S. GAAP, requires our management to make assumptions, estimates and judgmentsthat affect the amounts reported, including the notes thereto, and related disclosures of commitments and contingencies, if any. We haveidentified certain accounting policies that are significant to the preparation of our financial statements. These accounting policiesare important for an understanding of our financial condition and results of operation. Critical accounting policies are those that aremost important to the portrayal of our financial condition and results of operations and require managementâ€™s difficult, subjective,or complex judgment, often as a result of the need to make estimates about the effect of matters that are inherently uncertain and maychange in subsequent periods. Certain accounting estimates are particularly sensitive because of their significance to financial statementsand because of the possibility that future events affecting the estimate may differ significantly from managementâ€™s current judgments.We believe the following critical accounting policies involve the most significant estimates and judgments used in the preparation ofour financial statements:Â BusinessCombinations. Business combinations are accounted for using the acquisition method. The fair value of total purchase considerationis allocated to the fair values of identifiable tangible and intangible assets acquired and liabilities assumed, with the remaining amountbeing classified as goodwill. All assets, liabilities and contingent liabilities acquired or assumed in a business combination are recordedat their fair values at the date of acquisition. Determining the fair value of assets acquired and liabilities assumed requires managementto use significant judgment and estimates including the selection of valuation methodologies, estimates of future revenue and cash flows,discount rates, and selection of comparable companies. Estimates of fair value are based on assumptions believed to be reasonable, butare inherently uncertain and unpredictable and, as a result, actual results may differ from those estimates. During the measurement period,not to exceed one year from the date of acquisition, we may record adjustments to the assets acquired and liabilities assumed, with acorresponding offset to goodwill. At the conclusion of the measurement period, any subsequent adjustments are reflected in the statementsof operations. Transaction costs associated with business combinations are expensed as incurred and are included in general and administrativeexpenses in our statements of operations.Â IntangibleAssets. Intangible assets primarily consist of existing technology, customer relationships, and trademarks obtained as a resultof the acquisition on October 17, 2022. Intangible assets with definite lives are amortized based on their pattern of economic benefitover their estimated useful lives and reviewed periodically for impairment. Our trademarks are deemed to have an indefinite life. Theestimated useful life of the acquired technology is 15 years while the estimated useful life of the customer relationships is 5 years.Â Impairmentof Goodwill. We evaluate goodwill for impairment annually, as of June 30, or more frequently when indicators of impairment exist.We consider qualitative factors including market conditions, legal factors, operating performance indicators, and competition, amongothers, to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount, includinggoodwill. If we conclude that it is more likely than not that the fair value of the reporting unit is less than its carrying amount,we perform a quantitative impairment test. In performing the quantitative impairment test, we compare the fair value of its reportingunit to the carrying amount including the goodwill of the reporting unit. If the carrying value, including goodwill, exceeds the reportingunitâ€™s fair value, we will recognize an impairment loss for the amount by which the carrying amount exceeds the reporting unitâ€™sfair value. We performed our annual evaluation of goodwill on June 30, 2024. Based on the analysis, we did not recognize an impairmentloss during the year ended June 30, 2024. Subsequent evaluations will be performed annually on June 30, per our policy.Â Stock-basedCompensation. Compensation expense is recognized for all share-based payments to employees and nonemployees, including stockoptions, restricted stock awards, and warrants, in the statements of operation based on the fair value of the awards that are granted.As necessary, our stock price at the date

of grant was estimated using an acceptable valuation technique such as the probability-weightedexpected return model. The fair value of stock options and warrants are estimated at the date of grant using the Black-Scholes option-pricingmodel. The fair value of restricted stock awards is based on the fair market value of our class B common stock on the date of grant.Compensation expense for restricted stock awards with performance-based vesting conditions is calculated based on the number of awardsthat are expected to vest during the performance period if it is probable that the performance metrics will be achieved. Generally, measuredcompensation cost, net of actual forfeitures, is recognized on a straight-line basis over the vesting period of the related share-basedcompensation award. We account for forfeitures of stock-based awards as they occur.Â RevenueRecognition. We generate revenues from sales of our products and recognize revenue as control of the products is transferredto customers, which is generally at the time of shipment based on the contractual terms with our customers. We provide customer programsand incentive offerings, including growth incentives and volume-based incentives. These customer programs and incentives are consideredvariable consideration. We include in revenue variable consideration only to the extent that it is probable that a significant reversalin the amount of cumulative revenue recognized will not occur when the variable consideration is resolved. This determination is madebased upon known customer program and incentive offerings at the time of sale, and expected sales volume forecasts as it relates to ourvolume-based incentives. This determination is updated every reporting period. For the years ended June 30, 2024 and 2023, customer growthand volume-based incentives were minimal. Certain product sales include a 2-year manufacturerâ€™s warranty that provides the customerwith assurance that the product performs as intended. Such warranties are assurance-type warranties and are accounted for as contingenciesunder ASC 460-10.Â 32 Â ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.Â Notapplicable.Â Â ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.Â Thefull text of our audited consolidated financial statements begins on page F-1 of this annual report.Â ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.Â None.Â ITEM 9A. CONTROLS AND PROCEDURES.Â Evaluationof Disclosure Controls and ProceduresÂ Wemaintain â€œdisclosure controls and procedures,â€ as such term is defined in Rules 13a-15(e) and 15d-15(e) under the ExchangeAct, that are designed to ensure information required to be disclosed in our reports that we file or furnish pursuant to the ExchangeAct is recorded, processed, summarized, and reported within the time periods specified in the SECâ€™s rules and forms, and that suchinformation is accumulated and communicated to our management, including our Chief Executive Officer (our principal executive officer)and Chief Financial Officer (our principal financial officer), as appropriate to allow for timely decisions regarding required disclosure.Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectivenessof our disclosure controls and procedures as of the end of the period covered by this report. Based on such evaluation, our principalexecutive officer and principal financial officer have concluded that, as of such date, our disclosure controls and procedures were noteffective at a reasonable assurance level due to material weaknesses identified related to (1) the lack of a sufficient number of trainedprofessionals with the expertise to design, implement, and execute a formal risk assessment process and formal accounting policies, procedures,and controls over accounting and financial reporting to ensure the timely and accurate recording of financial transactions while maintaininga segregation of duties; and (2) the lack of a sufficient number of trained professionals with the appropriate U.S. GAAP technical expertiseto identify, evaluate, and account for complex transactions, including identification of related party transactions, and review valuationreports prepared by external specialists.Â Managementâ€™sAnnual Report on Internal Control over Financial ReportingÂ Thisannual report does not include a report of managementâ€™s assessment regarding internal control over financial reporting or an attestationreport of our registered public accounting firm due to a transition period established by rules of the SEC for newly public companies.Â Changesin Internal Controls over Financial Reporting Â Inpreparing our financial statements as of and for the year ended June 30, 2024, management identified material weaknesses in our internalcontrol over financial reporting. The material weaknesses we identified related to (1) the lack of a sufficient number of trained professionalswith the expertise to design, implement, and execute a formal risk assessment process and formal accounting policies, procedures, andcontrols over accounting and financial reporting to ensure the timely and accurate recording of financial transactions while maintaininga segregation of duties; and (2) the lack of a sufficient number of trained professionals with the appropriate U.S. GAAP technical expertiseto identify, evaluate, and account for complex transactions and review valuation reports prepared by external specialists.Â Weare planning on implementing measures designed to improve our internal control over financial reporting to remediate these material weaknesses,including formalizing our processes and internal control documentation and strengthening supervisory reviews by our financial managementand hiring additional qualified accounting and finance personnel and engaging financial consultants to enable the implementation of internalcontrol over financial reporting and segregating duties amongst accounting and finance personnel.Â Whilewe are implementing these measures, we cannot assure you that these efforts will remediate our material weaknesses and significant deficienciesin a timely manner, or at all, or prevent restatements of our financial statements in the future. If we are unable to successfully remediateour material weaknesses, or identify any future significant deficiencies or material weaknesses, the accuracy and timing of our financialreporting may be adversely affected, we may be unable to maintain compliance with securities law requirements regarding timely filingof periodic reports, and the market price of our common stock may decline as a result.Â 33 Â Inaccordance with the provisions of the JOBS Act, we and our independent registered public accounting firm were not required to, and didnot, perform an evaluation of our internal control over financial reporting as of June 30, 2024, nor any period subsequent in accordancewith the provisions of the Sarbanes-Oxley Act. Accordingly, we cannot assure you that we have identified all, or that we will not inthe future have additional, material weaknesses. Material weaknesses may still exist when we report on the effectiveness of our internalcontrol over financial reporting as required under Section 404 of the Sarbanes-Oxley Act.Â InherentLimitations on Effectiveness of ControlsÂ Ourmanagement, including our principal executive officer and principal financial officer, do not expect that our disclosure controls andprocedures or our internal control over financial reporting will prevent all errors and all fraud. Our management recognizes that anycontrols and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired controlobjectives, and management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controlsand procedures. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits ofcontrols must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controlscan provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitationsinclude the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake.Additionally,

controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by managementoverride of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood offuture events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions;over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures maydeteriorate. Due to inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not bedetected.Â ITEM 9B. OTHER INFORMATION.Â None.Â ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.Â Notapplicable.Â 34 Â PARTIIIÂ ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.Â Directorsand Executive Officers Â Setforth below is information regarding our directors and executive officers as of the date of this report.Â Name Â Age Â Position Clayton Adams Â 35 Â Chairman, Chief Executive Officer and President David Enholm Â 60 Â Chief Financial Officer and Director Gary Hollst Â 39 Â Chief Revenue Officer Brent Cox Â 41 Â Director James M. Grisham Â 55 Â Director Larry Goldman Â 67Â Â Director Â ClaytonAdams. Mr. Adams has served as our Chairman, Chief Executive Officer and President since June 2024 and previously served as ourPresident, Chief Financial Officer and as a member of our board of directors from September 2022 until July 2023. Since January 2020,Mr. Adams has served as Principal at Bird Dog Capital LLC, where he leads various investments. Mr. Adams gained experience developingthe growth of small companies as Chief Executive Officer of Carson Enterprises, Inc., a company engaged in landscaping and construction,from March 2009 to February 2019. At Carson Enterprises, Inc., Mr. Adams expanded the company and successfully sold the company in February2019. Mr. Adams is also a member of the board of directors and serves on the audit, compensation and nominating committees of SigningDay Sports, Inc. Mr. Adams graduated from Red Oak High School in 2007. We believe that Mr. Adams is qualified to serve on our board ofdirectors due to his experience in small-cap companies, scaling operations, and financial background.Â DavidEnholm. Mr. Enholm has served as our Chief Financial Officer since March 2023 and was appointed to our board of directors inJuly 2023. Mr. Enholm is a senior executive with over 35 years of experience in finance, including budgeting, forecasting, treasury andcash flow operations, acquisitions and dispositions, and company restructuring. Mr. Enholm worked with Monroe Capital, a private equityfirm located in Chicago, Illinois, to assist their portfolio companies with their financial reporting and accounting needs from October2018 through September 2022. As a result, from March 2020 to September 2022, Mr. Enholm served as the Interim Chief Financial Officer,and subsequently Chief Financial Officer, at Nelbud Services, a service company specializing in fire protection located in Indianapolis,Indiana. From October 2019 to March 2020, Mr. Enholm was primarily engaged as a consultant for Nelbud Services. During his tenure asChief Financial Officer, Mr. Enholm led two acquisitions and worked with a senior executive team to develop new revenue sources for thecompany. From October 2018 to August 2021, Mr. Enholm was the Chief Financial Officer at Complete Nutrition, a private company in Omaha,Nebraska, that specialized in the sale of health supplements. As Chief Financial Officer at Complete Nutrition, Mr. Enholm developeda restructuring plan to transition the company from a traditional physical store to an e-commerce retailer. Both Nelbud Services andComplete Nutrition were wholly owned by Monroe Capital. Prior to 2018, Mr. Enholm has also served as Chief Financial Officer at FRGCLLC, Corporate Controller at CoSentry LLC, and Vice President Corporate Controller at Pamida Operating Stores LLC. Mr. Enholm graduatedfrom the University of Nebraska-Omaha with a Bachelor of Science in Business Administration, with a major in Accounting. Webelieve that Mr. Enholm is qualified to serve on our board of directors due to his extensive finance experience.Â GaryHollst. Mr. Hollst has served as our Chief Revenue Officer since November 1, 2022 and previously served as President of CleanCoreLLC from April 19, 2019 to October 17, 2023. Mr. Hollst has an extensive background in the janitorial, sanitation and refrigeration industry.From 2015 to April 19, 2021, Mr. Hollst served as the President of Walker Water, LLC d/b/a O-Z Tech, an ice machine and laundry cleaningcompany based out of Omaha, Nebraska, that also specializes in the usage of aqueous ozone water. Mr.Hollst also serves on the Yutan Board of Education in Yutan, NE. Mr. Hollst earned his high school degree in 2003 from Yutan High School.Â BrentCox. Mr. Cox has served as a member of our board of directors since April 2024. Mr. Cox currently serves as the co-founder andmanaging partner of The Inception Companies, a private investment firm, a position he has held since 2016. From September 2008 to April2016, Mr. Cox served as a principal investor of the Yucaipa Companies, a Los Angeles, California based private equity firm where he wasresponsible for sourcing, analyzing and executing investment opportunities, structuring financing for investments and monitoring theperformance and strategic initiatives of its portfolio companies. From 2006 to 2008, Mr. Cox served as an investment banking analystin the Leveraged Finance Group of Jefferies & Co., a multinational independent investment bank. Mr. Cox received a Bachelor of Sciencedegree from the University of Southern California. We believe Mr. Cox is well-qualified to serve as a member of our board of directorsdue to his experience in investment banking and prior corporate governance experience having served on corporate boards of directors.Â JamesM. Grisham. Mr. Grisham has served as a member of our board of directors since April 2024.Mr. Grisham has worked in the telecommunications industry for over 25 years and has almost a decade of experience as an executive officer.Since December 2013, Mr. Grisham has served as the President and Chief Executive Officer of Shawnee Communications Inc., an Illinoistelecommunications company. Prior to his tenure as the President and Chief Executive Officer as Shawnee Communications, Mr. Grisham spent15 years, from August 1998 to December 2013, as its Chief Financial Officer. Mr. Grisham holds a Bachelor of Science in Accounting fromSouthern Illinois University, Carbondale. Our board of directors believes Mr. Grisham is qualified to serve on the board due to his financialbackground and his extensive experience as an executive.Â 35 Â LarryGoldman. Mr. Goldman has served as a member of our board of directors since April 2024.Since September 2018, Mr. Goldman has served as the Chief Financial Officer of Lightbridge Corporation, a Nasdaq-listed nuclear fueltechnology company. Prior to that, he worked with Lightbridge Corporation as a consultant from 2006 until 2015, and from 2015 until September2018 served as its Chief Accounting Officer. From 1985 to 2004, Mr. Goldman was an Audit Assurance Partner for Livingston Wachtell &Co., LLP, a New York City CPA firm, with over 20 yearsâ€™ experience in assurance, tax and advisory services. Since September 2004,Mr. Goldman had also provided consulting services to numerous public companies on various financial projects and has government contractingaccounting experience. Mr. Goldman has an M.S. degree in Taxation from Pace University. Mr. Goldman also holds a Bachelorâ€™s degreein Business Administration with a concentration in Accounting from the State University College at Oswego, NY. Mr. Goldman is a memberof the New York State Society of CPAs and serves on its CFO Committee. He has also served on the SEC Practice Committee and the ManagementConsulting Committee. He is a member of the American Institute of Certified Public Accountants. We believe that Mr. Goldman is qualifiedto serve on our board of directors due to his extensive accounting experience and his prior corporate governance experience with numerouspublic companies.Â Ourdirectors currently have terms which will end at our next annual meeting of the stockholders or until their successors are elected andqualify, subject to their

prior death, resignation or removal. Officers serve at the discretion of the board of directors. There is noarrangement or understanding between any director or executive officer and any other person pursuant to which he was or is to be selectedas a director, nominee or officer.Â FamilyRelationships Â Thereare no family relationships among any of our officers or directors.Â Involvementin Certain Legal Proceedings Â Tothe best of our knowledge, except as described below, none of our directors or executive officers has, during the past ten years:Â â—been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offences);Â â—had any bankruptcy petition filed by or against the business or property of the person, or of any partnership, corporation or business association of which he was a general partner or executive officer, either at the time of the bankruptcy filing or within two years prior to that time;Â â—been subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction or federal or state authority, permanently or temporarily enjoining, barring, suspending or otherwise limiting, his involvement in any type of business, securities, futures, commodities, investment, banking, savings and loan, or insurance activities, or to be associated with persons engaged in any such activity;Â â—been found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;Â â—been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated (not including any settlement of a civil proceeding among private litigants), relating to an alleged violation of any federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; orÂ â—been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26))), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29))), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.Â CorporateGovernanceÂ GovernanceStructureÂ Currently,our Chief Executive Officer is also our Chairman of the Board. Our board believes that, at this time, having a combined Chief ExecutiveOfficer and Chairman is the appropriate leadership structure for our company. In making this determination, the board considered, amongother matters, Mr. Adamsâ€™ experience in small-cap companies, scaling operations, and financialbackground and believed that Mr. Adams is highly qualified to act as both Chairman and Chief Executive Officer due to his experience,knowledge, and personality. Among the benefits of a combined Chairman/Chief Executive Officer considered by the board is that such structurepromotes clearer leadership and direction for our company and allows for a single, focused chain of command to execute our strategicinitiatives and business plans.Â 36 Â TheBoardâ€™s Role in Risk OversightÂ Theboard of directors oversees that the assets of our company are properly safeguarded, that the appropriate financial and other controlsare maintained, and that our business is conducted wisely and in compliance with applicable laws and regulations and proper governance.Included in these responsibilities is the boardâ€™s oversight of the various risks facing our company. In this regard, our boardseeks to understand and oversee critical business risks. Our board does not view risk in isolation. Risks are considered in virtuallyevery business decision and as part of our business strategy. Our board recognizes that it is neither possible nor prudent to eliminateall risk. Indeed, purposeful and appropriate risk-taking is essential for our company to be competitive on a global basis and to achieveits objectives.Â Whilethe board oversees risk management, company management is charged with managing risk. Management communicates routinely with the boardand individual directors on the significant risks identified and how they are being managed. Directors are free to, and indeed oftendo, communicate directly with senior management.Â Ourboard administers its risk oversight function as a whole by making risk oversight a matter of collective consideration; however, muchof the work is delegated to committees, which will meet regularly and report back to the full board. We have established a standing auditcommittee, compensation committee and nominating and corporate governance committee of our board of directors. The audit committee willoversee risks related to our financial statements, the financial reporting process, accounting and legal matters, the compensation committeewill evaluate the risks and rewards associated with our compensation philosophy and programs, and the nominating and corporate governancecommittee will evaluate risk associated with management decisions and strategic direction.Â IndependentDirectorsÂ Ourboard of directors has determined that all of our directors, other than Messrs.Â Adams and Enholm, qualify as â€œindependentâ€directors in accordance with the rules and regulations of NYSE American. Messrs.Â Adams and Enholm are not considered independentbecause they are employees of our company. In making its independence determinations, the board considered, among other things, relevanttransactions between our company and entities associated with the independent directors, as described under the heading Item 13 â€œCertainRelationships and Related Party Transactions, and Director Independence,â€ and determined that none have any relationship withour company or other relationships that would impair the directorsâ€™ independence.Â Committeesof the Board of Directors Â Ourboard has established an audit committee, a compensation committee and a nominating and corporate governance committee, each with itsown charter approved by the board. Each committeeâ€™s charter is available on our website at www.cleancoresol.com. In addition, ourboard of directors may, from time to time, designate one or more additional committees, which shall have the duties and powers grantedto it by our board of directors.Â AuditCommittee Â BrentCox, James M. Grisham, and Larry Goldman, each of whom satisfies the â€œindependenceâ€ requirements of RuleÂ 10A-3 underthe Exchange Act and NYSE Americanâ€™s rules, serve on our audit committee, with Mr. Goldman serving as the chair. Mr. Goldman qualifiesas â€œaudit committee financial expert.â€ The audit committee oversees our accounting and financial reporting processes andthe audits of the financial statements of our company.Â Theaudit committee is responsible for, among other things: (i) retaining and overseeing our independent accountants; (ii) assisting theboard in its oversight of the integrity of our financial statements, the qualifications, independence and performance of our independentauditors and our compliance with legal and regulatory requirements; (iii) reviewing and approving the plan and scope of the internaland external audit; (iv) pre-approving any audit and non-audit services provided by our independent auditors; (v) approving the feesto be paid to our independent auditors; (vi) reviewing with our chief executive officer and chief financial officer and independent auditorsthe adequacy and effectiveness of our internal controls; (vii) reviewing hedging transactions; and (viii) reviewing and approving relatedparty transactions.Â 37 Â CompensationCommittee Â BrentCox, James M. Grisham, and Larry Goldman, each of whom satisfies the â€œindependenceâ€ requirements of NYSE Americanâ€™srules, serve on our compensation committee, with Mr. Grisham serving as the chair. The members of the

compensation committee are alsoâ€œnon-employee directorsâ€ within the meaning of Section 16 of the Exchange Act. The compensation committee assists the boardin reviewing and approving the compensation structure, including all forms of compensation relating to our directors and executive officers.Â Thecompensation committee is responsible for, among other things: (i) reviewing and approving the remuneration of our executive officers;(ii) determining the compensation of our independent directors; and (iii) making recommendations to the board regarding equity-basedand incentive compensation plans, policies and programs.Â Nominatingand Corporate Governance Committee Â BrentCox, James M. Grisham, and Larry Goldman, each of whom satisfies the â€œindependenceâ€ requirements of NYSE Americanâ€™srules, serve on our nominating and corporate governance committee, with Mr. Cox serving as the chair. The nominating and corporate governancecommittee assists the board of directors in selecting individuals qualified to become our directors and in determining the compositionof the board and its committees.Â Thenominating and corporate governance committee is responsible for, among other things: (i) recommending the number of directors to compriseour board; (ii) identifying and evaluating individuals qualified to become members of the board and soliciting recommendations for directornominees from our Chief Executive Officer and Board Chair; (iii) recommending to the board the director nominees for each annual stockholdersâ€™meeting; (iv) recommending to the board the candidates for filling vacancies that may occur between annual stockholdersâ€™ meetings;(v) reviewing independent director compensation and board processes, self-evaluations and policies; (vi) overseeing compliance with ourcode of ethics; and (vii) monitoring developments in the law and practice of corporate governance.Â Thenominating and corporate governance committeeâ€™s methods for identifying candidates for election to our board of directors (otherthan those proposed by our stockholders, as discussed below) will include the solicitation of ideas for possible candidates from a numberof sources - members of our board of directors, our executives, individuals personally known to the members of our board of directors,and other research. The nominating and corporate governance committee may also, from time-to-time, retain one or more third-party searchfirms to identify suitable candidates.Â Inmaking director recommendations, the nominating and corporate governance committee may consider some or all of the following factors:(i) the candidateâ€™s judgment, skill, experience with other organizations of comparable purpose, complexity and size, and subjectto similar legal restrictions and oversight; (ii) the interplay of the candidateâ€™s experience with the experience of other boardmembers; (iii) the extent to which the candidate would be a desirable addition to the board and any committee thereof; (iv) whether ornot the person has any relationships that might impair his or her independence; and (v) the candidateâ€™s ability to contribute tothe effective management of our company, taking into account the needs of our company and such factors as the individualâ€™s experience,perspective, skills and knowledge of the industry in which we operate.Â Astockholder may nominate one or more persons for election as a director at an annual meeting of stockholders if the stockholder complieswith the notice and information provisions contained in our bylaws. Such notice must be in writing to our company not less than 120Â daysand not more than 150Â days prior to the anniversary date of the preceding yearâ€™s annual meeting of stockholders or as otherwiserequired by the requirements of the Exchange Act. In addition, stockholders furnishing such notice must be a holder of record on both(i)Â the date of delivering such notice and (ii)Â the record date for the determination of stockholders entitled to vote at suchmeeting.Â Codeof Ethics Â Wehave adopted a code of ethics that applies to all of our directors, officers and employees, including our principal executive officer,principal financial officer and principal accounting officer. Such code of ethics addresses, among other things, honesty and ethicalconduct, conflicts of interest, compliance with laws, regulations and policies, including disclosure requirements under the federal securitieslaws, and reporting of violations of the code.Â Weare required to disclose any amendment to, or waiver from, a provision of our code of ethics applicable to our principal executive officer,principal financial officer, principal accounting officer, controller, or persons performing similar functions. We intend to use ourwebsite as a method of disseminating this disclosure, as permitted by applicable SEC rules. Any such disclosure will be posted to ourwebsite within four (4) business days following the date of any such amendment to, or waiver from, a provision of our code of ethics.Â 38 Â InsiderTrading PolicyÂ Wehave adopted an insider trading policy which prohibits our directors, officers and employees from engaging in transactions in our commonstock while in the possession of material non-public information; engaging in transactions in the stock of other companies while in possessionof material non-public information that they become aware of in performing their duties; and disclosing material non-public informationto unauthorized persons outside our company.Â Ourinsider trading policy restricts trading by directors, officers and certain key employees during blackout periods, which generally begin15 calendar days before the end of each fiscal quarter and end two business days after the issuance of our earnings release for the quarter.Additional blackout periods may be imposed with or without notice, as the circumstances require.Â Ourinsider trading policy also prohibits our directors, officers and employees from purchasing financial instruments (such as prepaid variableforward contracts, equity swaps, collars and exchange funds) designed to hedge or offset any decrease in the market value of our commonstock they hold, directly or indirectly. In addition, directors, officers and employees are expressly prohibited from pledging our commonstock to secure personal loans or other obligations, including by holding their common stock in a margin account, unless such arrangementis specifically approved in advance by the administrator of our insider trading policy, or making short-sale transactions in our commonstock.Â Section16(a) Beneficial Ownership Reporting Compliance Â SectionÂ 16(a)of the Exchange Act requires our directors and executive officers, and persons who own more than 10% of a registered class of our equitysecurities, to file with the SEC initial reports of ownership and reports of changes in ownership of common stock and other equity securitiesof the company. Officers, directors and greater than 10% stockholders are required by SEC regulations to furnish us with copies of allSectionÂ 16(a) forms they file. We believe, based solely on a review of the copies of such reports furnished to us and representationsof these persons, that all reports were timely filed for the year ended June 30, 2024.Â ITEM 11. EXECUTIVE COMPENSATION.Â SummaryCompensation Table - Years Ended June 30, 2024 and 2023Â Thefollowing table sets forth information concerning all cash and non-cash compensation awarded to, earned by or paid to the named personsfor services rendered in all capacities during the noted periods.Â No other executive officers received total annual salary and bonuscompensation in excess of $100,000.Â Â Name and Principal PositionÂ YearÂ Salary ($)Â Â Bonus ($)Â Â Stock Awards ($)(1)Â Â Option Awards ($)(1)Â Â All Other Compensation ($)(2)Â Â Total ($)Â Clayton Adams,Â 2024Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 110,000Â Â Â 110,000Â Chief Executive Officer(3)Â 2023Â Â -Â Â Â -Â Â Â -Â Â Â 1,540,000Â Â Â 110,000Â Â Â 1,650,000Â David Enholm,Â 2024Â Â 191,555Â Â Â -Â Â Â -Â Â Â -Â Â Â 12,480Â Â Â 204,035Â Chief Financial Officer(4)Â 2023Â Â 42,692Â Â Â -Â Â Â -Â Â Â 179,725Â Â Â 1,920Â Â Â 224,337Â Gary Hollst,Â 2024Â Â 129,807Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 129,807Â Chief Revenue OfficerÂ 2023Â Â 118,654Â Â Â -Â Â Â -Â Â Â 133,350Â Â Â -Â Â Â 252,004Â Douglas T. Moore,Â 2024Â Â 101,399Â Â Â 22,400Â Â Â 326,565Â Â Â -Â Â Â -Â Â Â 348,965Â former Chief Executive Officer(5)Â 2023Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Matthew Atkinson,Â 2024Â Â 12,000Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â

Â 12,000Â former Chief Executive Officer(6)Â 2023Â Â 51,200Â Â Â -Â Â Â -Â Â Â 1,540,000Â Â Â 48,000Â Â Â 1,639,200Â Â (1)The amount is equal to the aggregate grant-date fair value with respect to the awards, computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718.Â (2)Other compensation includes the compensation received for consulting services, as described below.Â (3)Mr. Adams has served as our Chief Executive Officer since June 7, 2024 and served as our President from August 24, 2022 to July 13, 2023.Â (4)Mr. Enholm has served as our Chief Financial Officer since March 27, 2023.Â (5)Mr. Moore served as our Chief Executive Officer from February 5, 2024 to June 7, 2024.Â (6)Mr. Atkinson served as our Chief Executive Officer from August 24, 2022 to February 5, 2024, and as our President from July 13, 2023 to February 5, 2024.Â 39 Â Employment,Consulting and Separation AgreementsÂ OnOctober 17, 2022, we entered into a consulting agreement with Birddog Capital, LLC, or Birddog, a limited liability company owned byClayton Adams, pursuant to which we engaged Birddog to provide management services to our company. Pursuant to the consulting agreement,we agreed to pay Birddog a monthly fee of $6,000 commencing on October 17, 2022. We also agreed to reimburse Birddog for all pre-approvedbusiness expenses. The term of the consulting agreement was for one (1) year. On April 1, 2024, we entered into a new consulting agreementwith Birddog which provides for a monthly fee of $22,000. In addition, we agreed to pay Birddog $175,000 upon completion of our initialpublic offering and grant Birddog 500,000 restricted stock units, with 250,000 shares vesting immediately and 250,000 shares vestingeighteen months after issuance. The consulting agreement expires on October 23, 2025. Birddog subsequently forfeited its right to receivethe payment upon completion of our initial public offering and the restricted stock units.Â OnMarch 27, 2023, we entered into an employment agreement with David Enholm, our Chief Financial Officer, setting forth the terms of Mr.Â Enholmâ€™semployment. Pursuant to the terms of the employment agreement, as amended, we agreed to pay Mr.Â Enholm an annual base salary of$185,000 and he is eligible for an annual incentive bonus of up to $55,000, as determined by our board of directors and subject to certaincriteria set forth in the employment agreement. Mr. Enholm will also receive 325,000 shares of class B common stock options, with vestingas follows: 10% of the total options granted becoming vested on June 25, 2023, (ii) another 10% of the total options granted vestingon September 23, 2023, and (iii) the remaining amount of the total unvested options vesting in equal amounts monthly over 36 months.The term of the employment agreement is indefinite and may be terminated by us at any time upon fourteen (14) daysâ€™ notice or byMr. Enholm upon thirty (30) daysâ€™ written notice. We may also terminate the employment agreement immediately for just cause (asdefined in the employment agreement). If we terminate the employment agreement without cause, then Mr. Enholm is entitled to severancein an amount equal to the base salary for three (3) months, payable in a lump sum on the termination date, and all previously earned,accrued, and unpaid benefits. The employment agreement contains customary confidentiality and invention assignment provisions and restrictivecovenants prohibiting Mr.Â Enholm from (i) directly or indirectly, as employee, owner, sole proprietor, partner, director, member,consultant, agent, founder, co-venturer or otherwise, solely or jointly with others, engaging in, or giving advice or lending money to,any business that completes with our company or (ii) soliciting our employees, in each case for a period of twelve (12) months followingtermination of his employment.Â OnNovember 1, 2022, we entered into an employment agreement with Gary Hollst, our Chief Revenue Officer, setting forth the terms of Mr.Â Hollstâ€™semployment. Pursuant to the terms of the employment agreement, as amended, we agreed to pay Mr.Â Hollst an annual base salary of$120,000 and he is eligible to be considered for an annual incentive bonus, as determined by our board of directors and subject to certaincriteria set forth in the employment agreement. The term of the employment agreement is indefinite and may be terminated by us at anytime upon fourteen (14) daysâ€™ notice or by Mr. Hollst upon fourteen (14) daysâ€™ written notice. We may also terminate theemployment agreement immediately for just cause (as defined in the employment agreement). The employment agreement contains customaryconfidentiality and invention assignment provisions and restrictive covenants prohibiting Mr.Â Hollst from (i) working as an employee,consultant, contractor or in any other capacity, for a business that competes with our company for a period of two (2) years, and from(ii) soliciting our employees, for period of twelve (12) months, in each case following termination of his employment.Â OnFebruary 5, 2024, we entered into an employment agreement with Douglas T. Moore, our former Chief Executive Officer, setting forth theterms of Mr.Â Mooreâ€™s employment. Pursuant to the terms of the employment agreement, we agreed to pay Mr.Â Moore an annualbase salary of $250,000 and he was eligible for an annual incentive bonus of up to $125,000, as determined by our board of directors.On June 10, 2024, we entered into a separation agreement and release of claims with Mr. Moore providing for the separation of his employmentwith our company effective as of June 7, 2024. Under the separation agreement and release of claims, we agreed to pay Mr. Moore a severancepayment in the amount of $80,000, payable in $10,000 installments every two weeks consistent with our existing payroll practices, andagreed to pay all previously earned, accrued, and unpaid benefits from our company and its employee benefit plans. We also agreed toissue 20,000 shares of class B common stock to Mr. Moore on January 2, 2025.Â 40 Â OnJuly 18, 2023, we entered into an employment agreement with Matthew Atkinson, our former Chief Executive Officer, setting forth the termsof Mr.Â Atkinsonâ€™s employment. Pursuant to the terms of the employment agreement, we agreed to pay Mr.Â Atkinson an annualbase salary of $200,000 and he is eligible for an annual incentive bonus of up to $200,000, as determined by our board of directors.The term of the employment agreement is indefinite and may be terminated by us at any time or by Mr. Atkinson upon 14 daysâ€™ writtennotice. If Mr. Atkinsonâ€™s employment is terminated by us without just cause (as defined in the employment agreement), then, subjectto Mr. Atkinsonâ€™s execution of a release in favor of our company and his compliance with all obligations set forth in the employmentagreement, he will be entitled to severance equal to his base salary for a period equal to six (6) months following the date of termination.The employment agreement contains customary confidentiality and invention assignment provisions and restrictive covenants prohibitingMr.Â Atkinson from (i) providing services in any capacity (as an employee, consultant, independent contractor, partner, principal,agent or advisor), or having any financial interest in, any business that competes with our company for a period of one (1) year followingtermination of his employment or (ii) soliciting any person employed or engaged by our company and its affiliates, or any customers,clients or other business relationships of our company and its affiliates, for a period of twelve (12) months following the terminationof his employment. Prior to entering into the employment agreement, Mr. Atkinson provided full-time consulting and management servicesthrough Elev8 Marketing, LLC, or Elev8. On February 5, 2024, pursuant to Mr. Atkinsonâ€™s resignation, we terminated Mr. Atkinsonâ€™semployment agreement and previous consulting agreement with Elev8.Â OnOctober 17, 2022, we entered into a consulting agreement with Elev8, a business consulting company owned by Matthew Atkinson, pursuantto which we engaged Elev8 to provide management services to our company. Pursuant to the consulting agreement, we agreed to pay Elev8a monthly fee of $6,000 commencing on October 17, 2022. We also agreed to reimburse Elev8 for all pre-approved business

expenses.Â RetirementBenefitsÂ Wehave not maintained, and do not currently maintain, a defined benefit pension plan, nonqualified deferred compensation plan, definedcontribution plan, or other retirement plan.Â PotentialPayments Upon Termination or Change in ControlÂ Asdescribed under â€œâ€”Employment and Consulting Agreementsâ€ above, Mr. Enholm will be entitled to severance if hisemployment is terminated without cause.Â OutstandingEquity Awards at Fiscal Year-End Â Thefollowing table includes certain information with respect to the value of all unexercised options and unvested shares of restricted stockpreviously awarded to the executive officers named above at the fiscal year ended June 30, 2024.Â Â Â Option Awards NameÂ Number ofSecuritiesUnderlyingUnexercisedOptions (#)ExercisableÂ Â Number ofSecuritiesUnderlyingUnexercisedOptions (#)UnexercisableÂ Â EquityIncentivePlan Awards:Number ofSecuritiesUnderlyingUnexercisedUnearned Options (#)Â Â OptionExercisePrice ($)Â Â OptionExpirationDate Clayton AdamsÂ Â 2,000,000Â Â Â -Â Â Â Â Â Â Â -Â Â $0.25Â Â 09/16/2032 David EnholmÂ Â 137,222Â Â Â 187,778Â Â Â -Â Â $2.50Â Â 03/27/2028 Gary HollstÂ Â 101,111Â Â Â 73,889Â Â Â -Â Â $1.74Â Â 02/21/2028 Â DirectorCompensationÂ OnApril 30, 2024, each of our independent directors, Brent Cox, Larry Goldman and James M. Grisham, was granted a stock option for thepurchase of 150,000 shares of class B common stock at an exercise price of $4.00 per share under our 2022 Equity Incentive Plan. Theoptions are subject to vesting, with 10% of the option vesting immediately upon its grant and the remaining 90% of the option vestingin equal installments each month over the next twenty-four (24) months. Except for these stock option grants, no member of our boardof directors received compensation for services as a director the fiscal year ended June 30, 2024.Â 41 Â 2022Equity Incentive PlanÂ OnSeptember 16, 2022, our board of directors adopted our 2022 Equity Incentive Plan, or the Plan, which was adopted by stockholders onNovember 18, 2022, and our board of directors and our stockholders adopted an amendment to the Plan on January 3, 2024. The followingis a summary of certain significant features of the Plan. The information which follows is subject to, and qualified in its entiretyby reference to, the Plan document itself, which is filed as an exhibit to this report.Â Purposesof Plan:Â The purposes of the Plan are to advance our interests and the interests of our stockholders by providing an incentiveto attract, retain and reward persons performing services for us and by motivating such persons to contribute to our growth and profitability.Â Typesof Awards:Â Awards that may be granted include: (a)Â incentive stock options, (b)Â non-qualifiedÂ stock options,(c)Â stock appreciation rights, (d)Â restricted awards, (e)Â performance share awards, and (f)Â performance compensationawards. These awards offer our officers, employees, consultants and directors the possibility of future value, depending on the long-termÂ priceappreciation of our common stock and the award holderâ€™s continuing service with our company.Â Administrationof the Plan:Â The Plan is currently administered by our board of directors and will be administered by our compensation committeeupon its establishment. Among other things, the administrator has the authority to select persons who will receive awards, determinethe types of awards and the number of shares to be covered by awards, and to establish the terms, conditions, performance criteria, restrictionsand other provisions of awards. The administrator has authority to establish, amend and rescind rules and regulations relating to thePlan.Â EligibleRecipients:Â Persons eligible to receive awards under the Plan will be those employees, consultants, and directors of ourcompany and its subsidiaries who are selected by the administrator.Â SharesAvailable Under the Plan:Â The maximum number of shares of our class B common stock that may be delivered to participantsunder the Plan is 3,240,000, subject to adjustment for certain corporate changes affecting the shares, such as stock splits. In addition,the number of shares of class B common stock available for issuance under the Plan will automatically increase on January 1 of each calendaryear during the term of the Plan by an amount equal to five percent (5%) of the total number of shares of class B common stock issuedand outstanding on December 31 of the immediately preceding calendar year. Shares subject to an award under the Plan for which the awardis canceled, forfeited or expires again become available for grants under the Plan. Shares subject to an award that is settled in cashwill not again be made available for grants under the Plan.Â StockOptions:Â General.Â Stockoptions give the option holder the right to acquire from us a designated number of shares at a purchase price that is fixed at the timeof the grant of the option. Stock options granted may be tax-qualified stock options (so-called â€œincentive stock optionsâ€)or non-qualified stock options. Subject to the provisions of the Plan, the administrator has the authority to determine all grants ofstock options. That determination will include: (i)Â the number of shares subject to any option; (ii)Â the exercise price pershare; (iii)Â the expiration date of the option; (iv)Â the manner, time and date of permitted exercise; (v)Â other restrictions,if any, on the option or the shares underlying the option; and (vi)Â any other terms and conditions as the administrator may determine.Â OptionPrice.Â The exercise price for stock options will be determined at the time of grant. Normally, the exercise price will not beless than the fair market value on the date of the grant. As a matter of tax law, the exercise price for any incentive stock option awardedmay not be less than the fair market value of the shares on the date of grant. However, incentive stock option grants to any person owningmore than 10% of our voting stock must have an exercise price of not less than 110% of the fair market value on the grant date.Â Exerciseof Options.Â An option may be exercised only in accordance with the terms and conditions for the option agreement as establishedby the administrator at the time of the grant. The option must be exercised by notice to us, accompanied by payment of the exercise price.Payments may be made in cash or, at the option of the administrator, by actual or constructive delivery of shares of common stock tothe holder of the option based upon the fair market value of the shares on the date of exercise.Â Expirationor Termination.Â Options, if not previously exercised, will expire on the expiration date established by the administrator atthe time of grant. In the case of incentive stock options, such term cannot exceed tenÂ years provided that in the case of holdersof more than 10% of our voting stock, such term cannot exceed fiveÂ years. Options will terminate before their expiration date ifthe holderâ€™s service with our company or a subsidiary terminates before the expiration date. The option may remain exercisablefor specified periods after certain terminations of employment, including terminations as a result of death, disability or retirement,with the precise period during which the option may be exercised to be established by the administrator and reflected in the grant evidencingthe award.Â 42 Â IncentiveandÂ Non-QualifiedÂ Options.Â An incentive stock option is an option that is intended to qualify under certain provisionsof the Internal Revenue Code of 1986, as amended, or the Code, for more favorable tax treatment than applies to non-qualifiedÂ stockoptions. Any option that does not qualify as an incentive stock option will be a non-qualifiedÂ stock option. Under the Code, certainrestrictions apply to incentive stock options. For example, the exercise price for incentive stock options may not be less than the fairmarket value of the shares on the grant date and the term of the option may not exceed tenÂ years. In addition, an incentive stockoption may not be transferred, other than by will or the laws of descent and distribution and is exercisable during the holderâ€™slifetime only by the holder. In addition, no incentive stock options may be granted to a holder that is first exercisable in a singleyear if that option, together with all incentive stock options previously granted to the holder that also first become exercisable inthat year, relate to shares having an aggregate fair market value in excess of $100,000, measured at the

grant date.Â StockAppreciation Rights:Â Â Stock appreciation rights, or SARs, which may be granted alone or in tandem with options, havean economic value similar to that of options. When an SAR for a particular number of shares is exercised, the holder receives a paymentequal to the difference between the market price of the shares on the date of exercise and the exercise price of the shares under theSAR. Again, the exercise price for SARs normally is the market price of the shares on the date the SAR is granted. Under the Plan, holdersof SARs may receive this payment - the appreciation value - either in cash or shares valued at the fair market value on the date of exercise.The form of payment will be determined by us.Â RestrictedAwards:Â Restricted awards are shares awarded to participants at no cost. Restricted awards can take the form of awards ofrestricted stock, which represent issued and outstanding shares subject to vesting criteria, or restricted stock units, which representthe right to receive shares subject to satisfaction of the vesting criteria. Restricted stock awards are forfeitable and non-transferableuntil the shares vest. The vesting date or dates and other conditions for vesting are established when the shares are awarded. Theseawards will be subject to such conditions, restrictions and contingencies as the administrator shall determine at the date of grant.Those may include requirements for continuous service and/or the achievement of specified performance goals.Â PerformanceAwards:Â Â A performance award is an award that may be in the form of cash or shares or a combination, based on the attainmentof pre-establishedÂ performance goals and other conditions, restrictions and contingencies identified by the administrator.Â PerformanceCriteria:Â Under the Plan, one or more performance criteria will be used by the administrator in establishing performancegoals. Any one or more of the performance criteria may be used on an absolute or relative basis to measure the performance of our company,as the administrator may deem appropriate, or as compared to the performance of a group of comparable companies, or published or specialindex that the administrator deems appropriate. In determining the actual size of an individual performance compensation award, the administratormay reduce or eliminate the amount of the award through the use of negative discretion if, in its sole judgment, such reduction or eliminationis appropriate. The administrator shall not have the discretion to (i)Â grant or provide payment in respect of performance compensationawards if the performance goals have not been attained or (ii)Â increase a performance compensation award above the maximum amountpayable under the Plan.Â OtherMaterial Provisions:Â Awards will be evidenced by a written agreement, in such form as may be approved by the administrator.In the event of various changes to the capitalization of our company, such as stock splits, stock dividends and similar re-capitalizations,an appropriate adjustment will be made by the administrator to the number of shares covered by outstanding awards or to the exerciseprice of such awards. The administrator is also permitted to include in the written agreement provisions that provide for certain changesin the award in the event of a change of control of our company, including acceleration of vesting. Except as otherwise determined bythe administrator at the date of grant, awards will not be transferable, other than by will or the laws of descent and distribution.Prior to any award distribution, we are permitted to deduct or withhold amounts sufficient to satisfy any employee withholding tax requirements.Our board also has the authority, at any time, to discontinue the granting of awards. The board also has the authority to alter or amendthe Plan or any outstanding award or may terminate the Plan as to further grants, provided that no amendment will, without the approvalof our stockholders, to the extent that such approval is required by law or the rules of an applicable exchange, increase the numberof shares available under the Plan, change the persons eligible for awards under the Plan, extend the time within which awards may bemade, or amend the provisions of the Plan related to amendments. No amendment that would adversely affect any outstanding award madeunder the Plan can be made without the consent of the holder of such award.Â 43 Â ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.Â SecurityOwnership of Certain Beneficial Owners and ManagementÂ The following table sets forth certain informationwith respect to the beneficial ownership of our common stock as of September 19, 2024 for (i) each of our named executive officers anddirectors; (ii) all of our named executive officers and directors as a group; and (iii) each other stockholder known by us to be the beneficialowner of more than 5% of our outstanding common stock. Unless otherwise indicated, the address of each beneficial owner listed in thetable below is c/o our company, 5920 S 118th Circle, Omaha, NE 68137.Â Beneficial ownership is determined in accordancewith SEC rules and generally includes voting or investment power with respect to securities. For purposes of this table, a person or groupof persons is deemed to have â€œbeneficial ownershipâ€ of any shares that such person or any member of such group has the rightto acquire within sixty (60) days. For purposes of computing the percentage of outstanding shares of our common stock held by each personor group of persons named below, any shares that such person or persons has the right to acquire within sixty (60) days of September 19,2024 are deemed to be outstanding for such person, but not deemed to be outstanding for the purpose of computing the percentage ownershipof any other person. The inclusion herein of any shares listed as beneficially owned does not constitute an admission of beneficial ownershipby any person.Â Â Name and Address of Beneficial OwnerÂ Class A Common StockÂ Â Percent of Class A Common Stock(1)Â Â Class B Common StockÂ Â Percent of Class B Common Stock(1)Â Â Percent of Total Voting Power(2)Â Clayton Adams, Chairman & Chief Executive Officer(3)Â Â 2,000,000Â Â Â 88.11%Â Â 481,000Â Â Â 6.04%Â Â 66.79% David Enholm, Chief Financial Officer(4)Â Â -Â Â Â -Â Â Â 166,111Â Â Â 2.04%Â Â 1.53% Gary Hollst, Chief Revenue Officer(5)Â Â -Â Â Â -Â Â Â 116,667Â Â Â 1.44%Â Â 1.08% Brent Cox, Director(6)Â Â -Â Â Â -Â Â Â 928,750Â Â Â 11.59%Â Â 8.67% Larry Goldman, Director(7)Â Â -Â Â Â -Â Â Â 48,750Â Â Â *Â Â Â *Â James M. Grisham, Director(8)Â Â -Â Â Â -Â Â Â 348,750Â Â Â 4.35%Â Â 3.25% All directors and executive officers as a group (6 persons named above)Â Â 2,000,000Â Â Â 88.11%Â Â 2,090,028Â Â Â 26.07%Â Â 81.77% Matthew Atkinson(9)Â Â 270,000Â Â Â 100.00%Â Â -Â Â Â -Â Â Â 25.31% Mohammad Ansari(10)Â Â -Â Â Â -Â Â Â 1,461,207Â Â Â 18.34%Â Â 13.70% Lisa Roskens(11)Â Â -Â Â Â -Â Â Â 792,146Â Â Â 9.94%Â Â 7.43% Chris Etherington(12)Â Â -Â Â Â -Â Â Â 649,879Â Â Â 8.16%Â Â 6.09% Mark Olivier(13)Â Â -Â Â Â -Â Â Â 464,868Â Â Â 5.84%Â Â 4.36% Benjamin Lee Adams(14)Â Â -Â Â Â -Â Â Â 470,000Â Â Â 5.90%Â Â 4.41% Michael K. Webb(15)Â Â -Â Â Â -Â Â Â 470,000Â Â Â 5.90%Â Â 4.41% Â *Lessthan 1%Â (1)Based on 270,000 shares of class A common stock and 7,965,919 shares of class B common stock issued and outstanding as of September 19, 2024.Â (2)Percentage of total voting power represents voting power with respect to all shares of our class A common stock and class B common stock, as a single class. The holders of our class A common stock are entitled to ten votes per share and holders of our class B common stock are entitled to one vote per share.Â (3)Consists of 481,000 shares of class B common stock and 2,000,000 shares of class A common stock which Mr. Adams has the right to acquire within 60 days through the exercise of vested stock options. The address of Mr. Adams is 1904 S. 183rd Circle, Omaha, NE 68130.Â (4)Consists of 166,111 shares of class B common stock which Mr. Enholm has the right to acquire within 60 days through the exercise of vested stock options.Â (5)Consists of 116,667 shares of class B common stock which Mr. Hollst has the right to acquire within 60 days through the exercise of vested stock options.Â 44 Â (6)Consists of 880,000 shares of class B common stock and

48,750 shares of class B common stock which Mr. Cox has the right to acquire within 60 days through the exercise of vested stock options.Â (7)Consists of 48,750 shares of class B common stock which Mr. Goldman has the right to acquire within 60 days through the exercise of vested stock options.Â (8)Consists of 100,000 shares of class B common stock held directly, 100,000 shares of class B common stock held by Shawnee Communications Inc., 100,000 shares of class B common stock held by James T. Coyle Legacy Trust and 48,750 shares of class B common stock which Mr. Grisham has the right to acquire within 60 days through the exercise of vested stock options. Mr. Grisham is the Chief Executive Officer of Shawnee Communications Inc. and the Trustee of the James T. Coyle Legacy Trust and has voting and investment power over the shares held by them. Mr. Grisham disclaims beneficial ownership of such shares except to the extent of his pecuniary interest, if any, in such shares.Â (9)The address of Mr. Atkinson is 255 Calamus Circle, Medina MN, 55340.Â (10)Consists of 1,250,000 shares of class B common stock held by Bethor Limited and 211,207 shares of class B common stock held by Basestones, Inc. Mohammad Ansari is the Director and President of Bethor Limited and the President of Basestones, Inc. and has voting and investment power over the shares held by them. Mr. Ansari disclaims beneficial ownership of such shares except to the extent of his pecuniary interest, if any in such shares. The address of Bethor Limited is Nerine Chamber, P.O. Box 905, Road Town, Tortola, British Virgin Islands and the address of Basestones, Inc. is 1901 Avenue of the Stars, Los Angeles, CA 90067.Â (11)Consists of 14,368 shares of class B common stock held directly and 777,778 shares of class B common stock held by Burlington Capital, LLC. Lisa Roskens is the Chairman and Chief Executive Officer of Burlington Capital, LLC and has voting and investment power over the shares held by it. Ms. Roskens disclaims beneficial ownership of such shares except to the extent of her pecuniary interest, if any, in such shares. The address of Burlington Capital, LLC is 1004 Farnam Street, Suite 400, Omaha NE 68102.Â (12)Consists of 67,977 shares of class B common stock held directly and 581,902 shares of class B Common stock held by Oleta Investments, LLC. Chris Etherington is the Managing Director of Oleta Investments, LLC, and has sole voting and investment power over the shares held by it. Mr. Etherington disclaims beneficial ownership of such shares except to the extent of his pecuniary interest, if any, in such shares. The address of Oleta Investments, LLC is 318 North Carson Street, Carson City, NV 89701.Â (13)The address of Mr. Olivier is 10882 Coronel Road, Santa Ana, CA 92705.Â (14)The address of Mr. Adams is 724 West 3rd, Maryville, MO 64468.Â (15)The address of Mr. Webb is 1900 Forest Ave., Red Oak, IA 50166.Â Changesin Control Â Asnoted elsewhere in this report, if Mr. Adams exercises his stock options to purchase 2,000,000 shares of class A common stock, then Mr.Adams will own more than 50% of our total voting power. Except for the foregoing, we do not currently have any arrangements which ifconsummated may result in a change of control of our company.Â SecuritiesAuthorized for Issuance Under Equity Compensation PlansÂ Thefollowing table sets forth certain information about the securities authorized for issuance under our incentive plans as of June 30,2024.Â Â Plan CategoryÂ Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)Â Â Weighted-average exercise price of outstanding options, warrants and rights (b)Â Â Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)Â Equity compensation plans approved by security holdersÂ Â 1,295,000Â Â $2.93Â Â Â 1,504,500Â Equity compensation plans not approved by security holdersÂ Â -Â Â Â -Â Â Â -Â TotalÂ Â 1,295,000Â Â $2.93Â Â Â 1,504,500Â Â 45 Â ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.Â Transactionswith Related Persons Â Thefollowing includes a summary of transactions since the beginning of our 2023 fiscal year, or any currently proposed transaction, in whichwe were or are to be a participant and the amount involved exceeded or exceeds the lesser of $120,000 or one percent of the average ofour total assets at year-endÂ for the last two completed fiscalÂ years, and in which any related person had or will have a director indirect material interest (other than compensation described under Item 11 â€œExecutive Compensationâ€ above). Webelieve the terms obtained or consideration that we paid or received, as applicable, in connection with the transactions described belowwere comparable to terms available or the amounts that would be paid or received, as applicable, in armâ€™s-lengthÂ transactions.Â Pleasesee the descriptions of the related party loans from Burlington, Matthew Atkinson and Clayton Adams under Item 7 â€œManagementâ€™sDiscussion and Analysis of Financial Condition and Results of Operationsâ€”Liquidity and Capital Resources.â€Â OnJuly 27, 2023, we agreed to purchase approximately $105,607 worth of inventory from Nebraska C. Ozone, LLC, a related party businessowned by Lisa Roskens, a significant stockholder and the principal officer of Burlington, due to an open purchase order that our predecessorhad with an inventory vendor that was not included in the liabilities assumed from our predecessor per the terms of the acquisition purchaseagreement. The inventory is to be purchased as needed, consistent with other inventory purchases. However, if the entire $105,000 amountis not purchased by March 31, 2024, the balance at that date begins accruing interest at a rate of seven percent (7%) per annum untilit is paid in full. As of June 30, 2024, we have not purchased any of the inventory and as such, have accrued interest of $2,471.Â DirectorIndependence Â Ourboard of directors has determined that Brent Cox, Larry Goldman and James M. Grisham are independent within the meaning of the rulesof NYSE American.Â ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.Â IndependentAuditorsâ€™ Fees Â Thefollowing is a summary of the fees billed to us for professional services rendered for the fiscal years ended June 30, 2024 and 2023:Â Â Â Years Ended June 30,Â Â Â 2024Â Â 2023Â Audit FeesÂ $158,399Â Â $103,712Â Audit-Related FeesÂ Â -Â Â Â -Â Tax FeesÂ Â -Â Â Â -Â All Other FeesÂ Â 65,708Â Â Â -Â TOTALÂ $224,107Â Â $103,712Â Â â€œAuditFeesâ€ consisted of fees billed for professional services rendered by the principal accountant for the audit of our annual financialstatements and review of the financial statements included in our registration statement or services that are normally provided by theaccountant in connection with statutory and regulatory filings or engagements.Â â€œAudit-RelatedFeesâ€ consisted of fees billed for assurance and related services by the principal accountant that were reasonably related to theperformance of the audit or review of our financial statements and are not reported under the paragraph captioned â€œAudit Feesâ€above.Â â€œTaxFeesâ€ consisted of fees billed for professional services rendered by the principal accountant for tax returns preparation.Â â€œAllOther Feesâ€ consisted of fees billed for products and services provided by the principal accountant, other than the services reportedabove under other captions of this Item 14.Â Pre-ApprovalPolicies and Procedures Â Underthe Sarbanes-Oxley Act, all audit and non-audit services performed by our auditors must be approved in advance by our board of directorsto assure that such services do not impair the auditorsâ€™ independence from us. In accordance with its policies and procedures,our board of directors pre-approved the audit service performed by TAAD LLP for our financial statements as of and for the year endedJune 30, 2024.Â 46 Â PARTIVÂ ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES.Â (a)Â Listof Documents Filed as a Part of This Report:Â (1)Â Indexto Financial Statements:Â Report of Independent Registered Public Accounting Firm (PCAOB ID 05854) Â F-2 Â Â Â Balance Sheets as of June 30, 2024 and 2023 Â F-3 Â Â Â Statements of Operations for the Year Ended June 30, 2024, the Period from October 17, 2022 to June 30, 2023 (Successor) and the Period from July 1, 2022

to October 16, 2022 (Predecessor) Â F-4 Â Â Â Statements of Stockholdersâ€™ Equity (Deficit) for the Year Ended June 30, 2024, the Period from October 17, 2022 to June 30, 2023 (Successor) and the Period from July 1, 2022 to October 16, 2022 (Predecessor) Â F-5 Â Â Â Statement of Cash Flows for the Year Ended June 30, 2024, the Period from October 17, 2022 to June 30, 2023 (Successor) and the Period from June 30, 2022 to October 16, 2022 (Predecessor) Â F-6 Â Â Â Notes to Financial Statements Â F-7 Â (2)Â Indexto Financial Statement Schedules:Â Allschedules have been omitted because the required information is included in the financial statements or the notes thereto, or becauseit is not required.Â (3)Â Indexto Exhibits:Â Seeexhibits listed under Part (b) below.Â 47 Â (b)Â Exhibits:Â Exhibit No. Â Description 3.1 Â Articles of Incorporation of CleanCore Solutions, Inc., as amended (incorporated by reference to Exhibit 3.1 to the Registration Statement on Form S-1 filed on October 10, 2023) 3.2 Â Bylaws of CleanCore Solutions, Inc. (incorporated by reference to Exhibit 3.2 to the Registration Statement on Form S-1 filed on October 10, 2023) 4.1* Â Description of Securities of CleanCore Solutions, Inc. 4.2 Â Class B Common Stock Purchase Warrant issued by CleanCore Solutions, Inc. to Boustead Securities, LLC on April 30, 2024 (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on May 1, 2024) 10.1* Â Sole Distributorship Contract, Dated September 10, 2024, between CleanCore Solutions, Inc. and Consensus B.V. 10.2* Â Product Development Proposal, dated August 20, 2024, between CleanCore Solutions, Inc. and Business International Incorporation 10.3 Â Distribution Agreement, dated September 7, 2023, between Quail Systems, LLC and CleanCore Solutions, Inc. (incorporated by reference to Exhibit 10.14 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.4 Â Amendment to the Distribution Agreement, dated September 18, 2023, between Quail Systems, LLC and CleanCore Solutions, Inc. (incorporated by reference to Exhibit 10.15 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.5 Â Agreement, dated July 27, 2023, between Nebraska C. Ozone, LLC and CleanCore Solutions, Inc. (incorporated by reference to Exhibit 10.16 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.6 Â Amended and Restated Promissory Note issued by CleanCore Solutions, Inc. to Burlington Capital, LLC on May 31, 2024 (incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed on June 6, 2024) 10.7 Â Promissory Note issued by CleanCore Solutions, Inc. to Walker Water LLC on May 31, 2024 (incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed on June 6, 2024) 10.8 Â Loan Agreement, dated March 26, 2024, between CleanCore Solutions, Inc. and Clayton Adams (incorporated by reference to Exhibit 10.14 to Amendment No. 6 to the Registration Statement on Form S-1/A filed on March 27, 2024) 10.9 Â Revolving Credit Note issued by CleanCore Solutions, Inc. to Clayton Adams on March 26, 2024 (incorporated by reference to Exhibit 10.15 to Amendment No. 6 to the Registration Statement on Form S-1/A filed on March 27, 2024) 10.10 Â Form of 10% Original Issue Discount Convertible Promissory Note relating to the 2024 private placement (incorporated by reference to Exhibit 10.2 to Amendment No. 3 to the Registration Statement on Form S-1/A filed on February 23, 2024) 10.11 Â Business Property Lease, dated November 9, 2022, between RMR Mercury I-80, LLC and CleanCore Solutions, Inc. (incorporated by reference to Exhibit 10.13 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.12 Â Business Property Lease Amendment, dated October 3, 2023, between RMR Mercury I-80, LLC and CleanCore Solutions, Inc. (incorporated by reference to Exhibit 10.13 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.13 Â Business Property Lease Second Amendment, dated March 20, 2024, between RMR Mercury I-80, LLC and CleanCore Solutions, Inc. (incorporated by reference to Exhibit 10.18 to Amendment No. 6 to the Registration Statement on Form S-1/A filed on March 27, 2024) 10.14â€ Â Employment Agreement, dated February 5, 2024, between CleanCore Solutions, Inc. and Douglas T. Moore (incorporated by reference to Exhibit 10.19 to Amendment No. 3 to the Registration Statement on Form S-1/A filed on February 23, 2024) 10.15â€ * Â Separation Agreement and Release of Claims, dated June 10, 2024, between CleanCore Solutions, Inc. and Douglas T. Moore 10.16â€ Â Employment Agreement, dated March 27, 2023, between CleanCore Solutions, Inc. and David Enholm (incorporated by reference to Exhibit 10.18 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.17â€ Â Employment Agreement, dated November 1, 2022, between CleanCore Solutions, Inc. and Gary Hollst (incorporated by reference to Exhibit 10.19 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.18â€ Â Consulting Agreement, dated October 17, 2023, between CleanCore Solutions, Inc. and Elev8 Marketing, LLC (incorporated by reference to Exhibit 10.20 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.19â€ Â Consulting Agreement, dated October 17, 2023, between CleanCore Solutions, Inc. and Birddog Capital, LLC (incorporated by reference to Exhibit 10.21 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.20â€ * Â Consulting Agreement, dated April 1, 2024, between CleanCore Solutions, Inc. and Birddog Capital, LLC Â 48 Â 10.21â€ Â CleanCore Solutions, Inc. Stock Option Agreement, dated September 16, 2022, between CleanCore Solutions, Inc. and Clayton Adams (incorporated by reference to Exhibit 10.23 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.22 Â Form of Independent Director Agreement between CleanCore Solutions, Inc. and each independent director and each director nominee (incorporated by reference to Exhibit 10.24 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.23 Â Form of Indemnification Agreement between CleanCore Solutions, Inc. and each independent director and each director nominee (incorporated by reference to Exhibit 10.25 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.24â€ Â CleanCore Solutions, Inc. 2022 Equity Incentive Plan (incorporated by reference to Exhibit 10.26 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.25â€ Â CleanCore Solutions, Inc. Amendment No. 1 to the 2022 Equity Incentive Plan (incorporated by reference to Exhibit 10.28 to Amendment No. 2 to the Registration Statement on Form S-1/A filed on January 9, 2024) 10.26â€ Â Form of Stock Option Agreement (incorporated by reference to Exhibit 10.27 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.27â€ Â Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.28 to the Registration Statement on Form S-1 filed on October 10, 2023) 10.28â€ Â Form of Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.29 to the Registration Statement on Form S-1 filed on October 10, 2023) 14.1* Â Code of Business Conduct and Ethics 19.1* Â Insider Trading Policy 31.1* Â Certifications of Principal Executive Officer filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 31.2* Â Certifications of Principal Financial and Accounting Officer filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 32.1* Â Certifications of Principal Executive Officer furnished pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 32.2* Â Certifications of Principal Financial and Accounting Officer furnished pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 97.1* Â Clawback Policy 101.INS Â XBRL Instance Document 101.SCH Â Inline XBRL Taxonomy Extension Schema Document 101.CAL Â Inline XBRL Taxonomy Extension Calculation Linkbase Document 101.DEF Â Inline XBRL Taxonomy Extension Definition Linkbase Document 101.LAB Â Inline XBRL Taxonomy Extension Label Linkbase Document 101.PRE Â Inline XBRL Taxonomy Extension Presentation Linkbase Document 104 Â Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)
Â Â *Filedherewithâ€ Executive compensation plan or arrangementÂ ITEM 16. FORM 10-K SUMMARY.Â None.Â 49

Â FINANCIALSTATEMENTSÂ Â Â Page Report of Independent Registered Public Accounting Firm (PCAOB ID 05854) Â F-2 Balance Sheets as of June 30, 2024 and 2023 Â F-3 Statements of Operations for the Year Ended June 30, 2024, the Period from October 17, 2022 to June 30, 2023 (Successor) and the Period from July 1, 2022 to October 16, 2022 (Predecessor) Â F-4 Statements of Stockholdersâ€™ Equity (Deficit) for the Year Ended June 30, 2024, the Period from October 17, 2022 to June 30, 2023 (Successor) and the Period from July 1, 2022 to October 16, 2022 (Predecessor) Â F-5 Statement of Cash Flows for the Year Ended June 30, 2024, the Period from October 17, 2022 to June 30, 2023 (Successor) and the Period from July 1, 2022 to October 16, 2022 (Predecessor) Â F-6 Notes to Financial Statements Â F-7 Â F-1 Â Â Â REPORT OFINDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMÂ To the Board of Directors andStockholders of CleanCoreSolutions, Inc.Â Opinion on the Financial StatementsÂ We have audited the accompanyingbalance sheets of CleanCore Solutions, Inc. (the Company) as of June 30, 2024 and 2023, and the related statements of operations, stockholdersâ€™equity, and cash flows for each of the two years in the period ended June 30, 2024, and the related notes (collectively referred to asthe financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position ofthe Company as of June 30, 2024 and 2023, and the results of its operations and its cash flows for each of the two years in the periodended June 30, 2024 in conformity with accounting principles generally accepted in the United States of America.Â Going ConcernÂ The accompanying financial statementshave been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, theCompany has an accumulated deficit and negative cash flows from operations. These factors, among others, raise substantial doubt aboutthe Companyâ€™s ability to continue as a going concern. Managementâ€™s plans in regard to these matters are also described inNote 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.Â Basis for OpinionÂ These financial statements are theresponsibility of the Companyâ€™s management. Our responsibility is to express an opinion on the Companyâ€™s financial statementsbased on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB)and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicablerules and regulations of the Securities and Exchange Commission and the PCAOB.Â We conducted our audits in accordancewith the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whetherthe financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor werewe engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain anunderstanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of theCompanyâ€™s internal control over financial reporting. Accordingly, we express no such opinion.Â Our audits included performing proceduresto assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures thatrespond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financialstatements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well asevaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.Â Â Â We have served as the Companyâ€™s auditor since 2022Â Diamond Bar, CAÂ September 20, 2024Â Â F-2 Â CLEANCORESOLUTIONS, INC.BALANCESHEETSÂ Â Â Â As of June 30,Â Â Â 2024Â Â 2023Â AssetsÂ Â Â Â Â Â Current assets:Â Â Â Â Â Â Cash and cash equivalentsÂ $2,016,611Â Â $393,194Â Accounts receivable, netÂ Â 467,286Â Â Â 233,560Â Inventory, netÂ Â 672,326Â Â Â 672,116Â Deferred offering costsÂ Â -Â Â Â 302,755Â Prepaid expenses and other current assetsÂ Â 55,365Â Â Â 135,666Â Total current assetsÂ Â 3,211,588Â Â Â 1,737,291Â Property and equipment, netÂ Â 10,572Â Â Â 1,197Â Right of use assetsÂ Â 524,818Â Â Â 466,661Â Intangibles, netÂ Â 1,486,923Â Â Â 1,640,919Â GoodwillÂ Â 2,237,910Â Â Â 2,237,910Â Other assetsÂ Â 9,440Â Â Â 9,440Â Total assetsÂ $7,481,251Â Â $6,093,418Â Liabilities and Stockholdersâ€™ EquityÂ Â Â Â Â Â Â Â Current liabilities:Â Â Â Â Â Â Â Â Accounts payable and accrued expensesÂ $573,956Â Â $644,627Â Deferred revenueÂ Â 10,395Â Â Â -Â Lease liability - currentÂ Â 131,887Â Â Â 87,985Â Note payable - currentÂ Â 698,149Â Â Â 2,994,750Â Due to related partiesÂ Â 91,119Â Â Â 221,302Â Total current liabilitiesÂ Â 1,505,506Â Â Â 3,948,664Â Lease liability â€“ non currentÂ Â 418,104Â Â Â 398,540Â Note payable â€“ non currentÂ Â 1,821,184Â Â Â -Â Total liabilitiesÂ Â 3,744,794Â Â Â 4,347,204Â Â Â Â Â Â Â Â Â Â Commitments and contingencies (Note 16)Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Stockholdersâ€™ EquityÂ Â Â Â Â Â Â Â Series Seed Preferred Stock, $0.001 par value, 4,000,000 shares authorized; 0 and 4,000,000 shares issued and outstanding as of June 30, 2024 and 2023, respectivelyÂ Â -Â Â Â 400Â Class A Common Stock; $0.0001 par value, 50,000,000 shares authorized; 270,000 and 660,000 shares issued and outstanding as of June 30, 2024 and 2023, respectivelyÂ Â 27Â Â Â 66Â Class B Common Stock; $0.0001 par value, 250,000,000 shares authorized; 7,960,919 and 1,795,940 shares issued and outstanding as of June 30, 2024 and 2023, respectivelyÂ Â 796Â Â Â 180Â Additional paid-in capitalÂ Â 11,040,583Â Â Â 6,768,775Â Accumulated deficitÂ Â (7,304,949)Â Â (5,023,207) Total stockholdersâ€™ equityÂ Â 3,736,457Â Â Â 1,746,214Â Total liabilities and stockholdersâ€™ equityÂ $7,481,251Â Â $6,093,418Â Â Theaccompanying notes are an integral part of these financial statements.Â F-3 Â CLEANCORESOLUTIONS, INC.STATEMENTSOF OPERATIONSÂ Â Â Year EndedJune 30,2024Â Â Period fromOctober 17,2022 toJune 30,2023(Successor)Â Â Period fromJuly 1,2022 toOctober 16,2022(Predecessor)Â Revenue, netÂ $1,604,973Â Â $1,938,366Â Â $502,990Â Cost of sales (exclusive of depreciation shown separately below)Â Â 809,161Â Â Â 1,359,401Â Â Â 351,740Â Gross profitÂ Â 795,812Â Â Â 578,965Â Â Â 151,250Â Operating expenses:Â Â Â Â Â Â Â Â Â Â Â Â General and administrativeÂ Â 2,471,480Â Â Â 5,310,961Â Â Â 334,535Â Advertising expenseÂ Â 116,007Â Â Â 14,944Â Â Â 4,621Â Depreciation and amortization expenseÂ Â 155,059Â Â Â 109,144Â Â Â 6,420Â Loss from operationsÂ Â (1,946,734)Â Â (4,856,084)Â Â (194,326) Â Â Â Â Interest expenseÂ Â 335,008Â Â Â 167,123Â Â Â 125,738Â Net lossÂ $(2,281,742)Â $(5,023,207)Â $(320,064) Â Â Â Â Â Â Â Â Â Â Â Â Â Net loss per share Class A and Class B stock, basic and dilutedÂ $(0.49)Â $(2.18)Â Â Â Â Weighted average shares used in computing net loss per Class A share, basic and dilutedÂ Â 350,192Â Â Â 967,987Â Â Â Â Â Weighted average shares used in computing net loss per Class B share, basic and dilutedÂ Â 4,311,142Â Â Â 1,334,414Â Â Â Â Â Â Theaccompanying notes are an integral part of these financial statements.Â F-4 Â CLEANCORESOLUTIONS, INC.STATEMENTSOF STOCKHOLDERSâ€™ EQUITY (DEFICIT)Â Â Â Series Seed Preferred StockÂ Â Class A Common StockÂ Â Class B Common StockÂ Â AdditionalPaid inÂ Â Membersâ€™ CapitalÂ Â AccumulatedÂ Â Total Stockholdersâ€™ EquityÂ Â Â SharesÂ Â AmountÂ Â SharesÂ Â AmountÂ Â SharesÂ Â AmountÂ Â CapitalÂ Â AmountÂ Â DeficitÂ Â (Deficit)Â PredecessorÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Balance at July 1, 2022Â Â -Â Â Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â Â Â Â Â Â Â Â Â Â -Â Â Â -Â Â Â 2,215,916Â Â Â (8,224,933)Â Â (6,009,017) Imputed interestÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â

Â 125,728Â Â Â -Â Â Â 125,728Â Net loss for the periodÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â (320,064)Â Â (320,064) Balance at October 16, 2022Â Â -Â Â $-Â Â Â -Â Â $-Â Â Â -Â Â $-Â Â $-Â Â $2,341,644Â Â $(8,544,997)Â $(6,203,353) Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â SuccessorÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Balance at October 17, 2022Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Issuance of series seed preferred stockÂ Â 4,000,000Â Â $400Â Â Â -Â Â $-Â Â Â -Â Â $-Â Â $999,600Â Â $-Â Â $-Â Â $1,000,000Â Issuance of class A common stockÂ Â -Â Â Â -Â Â Â 1,000,000Â Â Â 100Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 100Â Issuance of class B common stockÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 660,921Â Â Â 66Â Â Â 1,152,156Â Â Â -Â Â Â -Â Â Â 1,152,222Â Conversion of class A common stock into class B common stockÂ Â -Â Â Â -Â Â Â (340,000)Â Â (34)Â Â 340,000Â Â Â 34Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Issuance of class B common stock upon exercise of warrantsÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 777,778Â Â Â 78Â Â Â 497,700Â Â Â -Â Â Â -Â Â Â 497,778Â Warrants issued to consultants for servicesÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 857,889Â Â Â -Â Â Â -Â Â Â 857,889Â Stock based compensation â€“ officersÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 3,082,000Â Â Â -Â Â Â -Â Â Â 3,082,000Â Stock based compensation â€“ third partyÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 17,241Â Â Â 2Â Â Â 29,997Â Â Â -Â Â Â -Â Â Â 29,999Â Sock based compensation - 2022 Equity Incentive PlanÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 149,433Â Â Â -Â Â Â -Â Â Â 149,433Â Net loss for the periodÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â (5,023,207)Â Â (5,023,207) BalanceÂ atÂ JuneÂ 30,Â 2023Â Â 4,000,000Â Â $400Â Â Â 660,000Â Â $66Â Â Â 1,795,940Â Â $180Â Â $6,768,775Â Â $-Â Â $(5,023,207)Â $1,746,214Â Conversion of class A common stock into class B common stockÂ Â -Â Â Â -Â Â Â (4,390,000)Â Â (439)Â Â 4,390,000Â Â Â 439Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Conversion of series seed preferred stock into class A common stockÂ Â (4,000,000)Â Â (400)Â Â 4,000,000Â Â Â 400Â Â Â Â Â Â Â Â Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Stock based compensation â€“ 2022 Equity incentive planÂ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â 172,853Â Â Â Â Â Â Â Â Â Â Â 172,853Â Issuance of class B common stock pursuant to initial public offering, net of issuance and deferred offering costs of $1,656,453Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 1,250,000Â Â Â 125Â Â Â 3,343,422Â Â Â -Â Â Â -Â Â Â 3,343,547Â Issuance of common stock pursuant to convertible notesÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 257,479Â Â Â 25Â Â Â 257,455Â Â Â -Â Â Â -Â Â Â 257,480Â Issuance of Non-qualified stock optionsÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 126,975Â Â Â -Â Â Â -Â Â Â 126,975Â Issuance of restrictive stock unitsÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 92,500Â Â Â 9Â Â Â 320,017Â Â Â -Â Â Â -Â Â Â 320,026Â Issuance of restrictive stock awardsÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â 175,000Â Â Â 18Â Â Â 51,086Â Â Â -Â Â Â -Â Â Â 51,104Â Net loss for the periodÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â -Â Â Â (2,281,742)Â Â (2,281,742) Balance at June 30, 2024Â Â -Â Â $-Â Â Â 270,000Â Â $27Â Â Â 7,960,919Â Â $796Â Â $11,040,583Â Â $-Â Â $(7,304,949)Â $3,736,457Â Â Theaccompanying notes are an integral part of these financial statements.Â F-5

Â CLEANCORESOLUTIONS, INC.STATEMENTOF CASH FLOWSÂ Â Â FortheYear Ended June 30,2024Â Â October17,2022 toJune 30,2023(Successor)Â Â June30,2022 toOctober 16,2022(Predecessor)Â Cash flows from operating activitiesÂ Â Â Â Â Â Â Â Â Net lossÂ $(2,281,742)Â $(5,023,207)Â $(320,064) Adjustments to reconcile net loss to net cash used in operating activities:Â Â Â Â Â Â Â Â Â Â Â Â Depreciation and amortizationÂ Â 155,059Â Â Â 109,144Â Â Â 6,420Â Accretion of note payable discountÂ Â 5,250Â Â Â 12,750Â Â Â -Â Non cash interest expenseÂ Â 85,593Â Â Â 152,684Â Â Â -Â Stock based compensationÂ Â 670,958Â Â Â 4,119,321Â Â Â -Â Non cash lease expenseÂ Â 5,308Â Â Â 19,864Â Â Â -Â Imputed interestÂ Â -Â Â Â -Â Â Â 125,728Â Provision for bad debt and write-off of on uncollectable accountsÂ Â 37,498Â Â Â 8,641Â Â Â 9,772Â Changes in operating assets and liabilities:Â Â Â Â Â Â Â Â Â Â Â Â Accounts receivableÂ Â (271,224)Â Â (107,942)Â Â 101,423Â InventoryÂ Â (211)Â Â 475,009Â Â Â (157,596) Due from related parties, netÂ Â -Â Â Â -Â Â Â 4,686Â Prepaid expensesÂ Â 80,301Â Â Â (139,563)Â Â 4,747Â Deferred revenueÂ Â 10,395Â Â Â -Â Â Â 63,701Â Accounts payable and accrued liabilitiesÂ Â (45,065)Â Â 136,429Â Â Â 43,932Â Net cash used in operating activitiesÂ Â (1,547,880)Â Â (236,870)Â Â (117,251) Â Â Â Â Â Â Â Â Â Â Â Â Â Investing activitiesÂ Â Â Â Â Â Â Â Â Â Â Â Purchase of property and equipmentÂ Â (10,438)Â Â (1,260)Â Â -Â Cash used in acquisitionÂ Â -Â Â Â (2,000,000)Â Â (7,882) Net cash used in investing activitiesÂ Â (10,438)Â Â (2,001,260)Â Â (7,882) Â Â Â Â Â Â Â Â Â Â Â Â Â Financing activitiesÂ Â Â Â Â Â Â Â Â Â Â Â Proceeds from issuance of series seed preferred stockÂ Â -Â Â Â 1,000,000Â Â Â -Â Proceeds from issuance of class A common stockÂ Â -Â Â Â 100Â Â Â -Â Proceeds from issuance of class B common stockÂ Â -Â Â Â 1,650,000Â Â Â -Â Proceeds from issuance of class B common stock pursuant to Initial Public Offering, net of issuance costsÂ Â 4,233,875Â Â Â -Â Â Â -Â Proceeds from issuance of convertible notesÂ Â 225,000Â Â Â -Â Â Â -Â Payments from issuance of loans from related partiesÂ Â -Â Â Â 208,900Â Â Â 164,917Â Payments for deferred offering costsÂ Â (587,573)Â Â (227,676)Â Â -Â Repayments of long term debtÂ Â -Â Â Â -Â Â Â (1,278) Payment on note payableÂ Â (480,667)Â Â -Â Â Â -Â Repayments of loans due to related partiesÂ Â (208,900)Â Â -Â Â Â (288,861) Net cash provided by (used in) financing activitiesÂ Â 3,181,735Â Â Â 2,631,324Â Â Â (125,222) Â Â Â Â Â Â Â Â Â Â Â Â Â Net increase (decrease) in cashÂ Â 1,623,417Â Â Â 393,194Â Â Â (250,355) Cash and cash equivalents at beginning of yearÂ Â 393,194Â Â Â -Â Â Â 263,506Â Cash and cash equivalents at the end of yearÂ $2,016,611Â Â $393,194Â Â $13,151Â Â Â Â Â Â Â Â Â Â Â Â Â Â Supplementary cash flow disclosureÂ Â Â Â Â Â Â Â Â Â Â Â Interest paidÂ $436,346Â Â $14,438Â Â $10Â Unpaid deferred offering costsÂ $-Â Â $75,079Â Â $-Â Shares issued for conversion from convertible note payableÂ $257,480Â Â $-Â Â $-Â Â Theaccompanying notes are an integral part of these financial statements.Â F-6 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â 1. Organization and BusinessÂ CCAcquisition Corp. was incorporated in the State of Nevada on August 23, 2022 for the sole purpose of acquiring substantially all of theassets of CleanCore Solutions, LLC, TetraClean Systems, LLC, and Food Safety Technologies, LLC, pursuant to an asset purchase agreemententered into by CC Acquisition Corp. with these three entities and their owners on October 17, 2022. On November 21, 2022, CC AcquisitionCorp. changed its name to CleanCore Solutions, Inc. (the Companyâ€ or â€œSuccessorâ€). Since the Company acquired substantiallyall of the assets of each of CleanCore Solutions, LLC, TetraClean Systems, LLC, and Food Safety Technologies, LLC, the business of thesethree entities is now operated by the Company, with no subsidiaries. The combined results of CleanCore Solutions, LLC, TetraClean Systems,LLC and Food Safety Technologies, LLC presented in these financial statements represent the predecessor entity of the Company (the â€œPredecessorâ€).Â TheCompany specializes in the development and production of cleaning products that produce pure aqueous ozone products for professional,industrial, or home use. The Company has a patented nanobubble technology using aqueous ozone that it believes is highly effective incleaning, sanitizing, and deodorizing surfaces and high-touch areas.Â TheCompany offers products and solutions that are marketed for janitorial and sanitation, ice machine cleaning, laundry, and industrialindustries. Its

products are used in many types of environments including retail establishments, distribution centers, factories, warehouses,restaurants, schools and universities, airports, healthcare, food service, and commercial buildings such as offices, malls, and stores.Â Theheadquarters, principal address and records of the Company are located at 5920 South 118th Circle, Suite 2, Omaha, Nebraska.Â InitialPublic OfferingÂ On April 30, 2024, the Company closed its initial public offering of 1,250,000 shares of common stock at a price to the public of $4.00per share for gross offering proceeds of $5,000,0000, before deducting underwriting discounts, commissions, and offering expenses payableby the Company. After deducting underwriting discounts, commissions and other offering costs, the Company received net proceeds of $3,343,547.Â Â LiquidityÂ TheCompany has incurred losses and negative cash flows from operations. From acquisition through June 30, 2024, the Company has financedits operations primarily through investor funding. As of June 30, 2024, the Company had cash of $2,016,611, a net loss of $2,281,742,and cash used in operating activities of $1,547,880. In accordance with Accounting Standards Codification (â€œASCâ€) Topic 205-40,Presentation of Financial Statements - Going Concern, management is required to perform a two-step analysis over the Companyâ€™sability to continue as a going concern. Management must first evaluate whether there are conditions and events that raise substantialdoubt about the Companyâ€™s ability to continue as a going concern for a period of 12 months from the date the financial statementsare issued. If management concludes that substantial doubt is raised, management is also required to consider whether its plans alleviatethat doubt.Â Despitethe initial public offering described above, management believes that currently available resources will not be sufficient to fund theCompanyâ€™s planned expenditures over the next 12 months. These factors, individually and collectively indicate that a material uncertaintyexists that raises substantial doubt about the Companyâ€™s ability to continue as a going concern for 12 months from the date ofissuance of these financial statements.Â TheCompany will be dependent upon the raising of additional capital through equity and/or debt financing in order to implement its businessplan and generate sufficient revenue in excess of costs. If the Company raises additional capital through the issuance of equity securitiesor securities convertible into equity, stockholders will experience dilution, and such securities may have rights, preferences or privilegessenior to those of the holders of common stock. If the Company raises additional funds by issuing debt, the Company may be subject tolimitations on its operations, through debt covenants or other restrictions. There is no assurance that the Company will be successfulwith future financing ventures, and the inability to secure such financing may have a material adverse effect on the Companyâ€™sfinancial condition. These financial statements do not include any adjustments to the amounts and classifications of assets and liabilitiesthat might be necessary should the Company be unable to continue as a going concern.Â Theaccompanying financial statements have been prepared on a going concern basis under which the Company is expected to be able to realizeits assets and satisfy its liabilities in the normal course of business.Â F-7 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â 2. Summary of Significant Accounting PoliciesÂ Basisof Presentation and ConsolidationÂ Theaccompanying condensed financial statements have been prepared in accordance with accounting principles generally accepted in the UnitedStates of America (â€œU.S. GAAPâ€) and pursuant to the rules and regulations of the Securities and Exchange Commission (theâ€œSECâ€). In the opinion of management, all adjustments considered necessary for a fair presentation have been included. Thefinancial statements of the Company (Successor) are presented since the date of acquisition (October 17, 2022) through the period endedJune 30, 2023.Â Theresults of the Predecessor represent the combined financial statements of the accounts of CleanCore Solutions, LLC, TetraClean Systems,LLC and Food Safety Technologies, LLC. These combined financial statements include the accompanying combined statements of operation,combined statement of membersâ€™ equity and combined statement of cash flows for the period July 1, 2022 through October 16, 2022.All intercompany balances and transactions among the combined entities have been eliminated. In the opinion of predecessor management,all adjustments considered necessary for a fair presentation have been included.Â Useof EstimatesÂ Thepreparation of the Companyâ€™s and Predecessorâ€™s financial statements require management to make estimates and assumptionsthat impact the reported amounts of assets, liabilities and expenses and the disclosure in the Companyâ€™s combined financial statementsand accompanying notes. The Company bases its estimates on historical experience and on various other assumptions that are believed tobe reasonable under the circumstances. By their nature, estimates are subject to an inherent degree of uncertainty and, as such, actualresults may differ from managementâ€™s estimates. Significant estimates and assumptions made by the Company are allowance for baddebt, useful lives of fixed assets, warranty liabilities, accrued contingent liabilities, and allowance for inventory obsolescence.Â Risksand UncertaintiesÂ TheCompany is subject to a number of risks similar to other early-stage companies including, but not limited to, profitability, the needfor additional financing to achieve its business strategy, ability to obtain regulatory approval, significant competition, and dependenceon key individuals.Â Cashand Cash EquivalentsÂ Cashconsists of cash in readily available checking and money market accounts. Cash is recorded at cost, which approximates fair value. Asof June 30, 2024 and 2023, cash balances were deposited at a major financial institution. Cash balances are subject to minimal creditrisk as the balances are with high credit quality financial institutions.Â Concentrationof Credit RiskÂ Financialinstruments, which potentially subject the Company to significant concentration of credit risk, consist of cash. The Company maintainsdeposits in federally insured financial institutions in excess of respective insured limits. The Company has not experienced any lossesin such accounts and management believes that the Company is not exposed to significant credit risk due to the financial position ofthe depository institutions in which those deposits are held.Â MajorCustomersÂ TheCompany had one customer that accounted for of 14% Â Â Â of its revenues for the year ended June 30, 2024 and two customersthat accounted for a total 66% of revenue for the year ended June 30, 2023. Collateral is not required for customer accounts receivablebalances. The Company maintains an allowance for doubtful accounts as described in â€œAccounts Receivableâ€ below. The Companyhad two customers that accounted for 28% each of total accounts receivable at June 30, 2024, and two customers that accounted for 43%and 12%, respectively, of total accounts receivable at June 30, 2023.Â MajorVendorsÂ TheCompany has one vendor each that it exclusively purchases a major component of its two main products. The Company expects to maintainthis relationship with the vendor; however, it does have a contingency plan in place to use other vendors if necessary, which would resultin minor production delays.Â F-8 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â AccountsReceivableÂ Accountsreceivable is comprised of trade accounts receivables from the Companyâ€™s customers. Accounts receivable are recorded at the invoicedamount and do not bear interest. The Company established an allowance for bad debt of accounts receivables based on a percentage assignedto aged days outstanding categories. The Predecessor established the allowance for bad debt based on various factors including creditprofiles of the Companyâ€™s customers, historical payments, outstanding balances and current economic trends, and performed thisanalysis periodically. The Company recorded an allowance for doubtful accounts of $2,535 and

$4,419 as of June 30, 2024 and 2023, respectively.Â InventoryÂ Inventoryconsists of parts, work in progress and finished goods. The Company values parts and finished goods at the lower of the actual costsor net realizable value. The Company values work in progress at cost. The Company periodically reviews inventory for obsolete and potentiallyimpaired items. As of June 30, 2024 and 2023, the Company had an allowance for inventory obsolescence of $14,791 and $14,940, respectively.Â LeasesÂ TheCompany accounts for leases in accordance with ASC Topic 842 (Topic 842), Leases. Right-of-use assets represent the Companyâ€™sright to use an underlying asset for the lease term, and lease liabilities represent the Companyâ€™s obligation to make lease paymentsarising from the lease. The lease liability is measured as the present value of the unpaid lease payments, and the right-of-use assetvalue is derived from the calculation of the lease liability. Operating leases are included in right-of-use assets, current lease liabilities,and noncurrent lease liabilities in the balance sheet.Â Leasepayments include fixed and in-substance fixed payments, variable payments based on an index or rate, reasonably certain purchase options,termination penalties, and probable amounts the lessee will owe under a residual value guarantee. Variable lease payments are recognizedas lease expenses as incurred, and generally relate to variable payments made based on the level of services provided by the landlordsof our leases. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term within general andadministrative expenses in the statement of operations.Â TheCompany uses its estimated incremental borrowing rate, which is derived from information available at the lease commencement date, indetermining the present value of lease payments because the Company does not have the information necessary to determine the rate implicitin the lease. The Companyâ€™s lease term includes any option to extend the lease when it is reasonably certain to be exercised basedon consideration of all relevant factors. Leases with an initial term of 12 months or less are not recorded on the balance sheets andthe Company recognizes lease expense for these leases on a straight-line basis over the lease term.Â BusinessCombinationsÂ Businesscombinations are accounted for using the acquisition method. The fair value of total purchase consideration is allocated to the fairvalues of identifiable tangible and intangible assets acquired and liabilities assumed, with the remaining amount being classified asgoodwill. All assets, liabilities and contingent liabilities acquired or assumed in a business combination are recorded at their fairvalues at the date of acquisition. Determining the fair value of assets acquired and liabilities assumed requires management to use significantjudgment and estimates including the selection of valuation methodologies, estimates of future revenue and cash flows, discount rates,and selection of comparable companies. Estimates of fair value are based on assumptions believed to be reasonable, but are inherentlyuncertain and unpredictable and, as a result, actual results may differ from those estimates. During the measurement period, not to exceedone year from the date of acquisition, the Company may record adjustments to the assets acquired and liabilities assumed, with a correspondingoffset to goodwill. At the conclusion of the measurement period, any subsequent adjustments are reflected in the statements of operations.Transaction costs associated with business combinations are expensed as incurred and are included in general and administrative expensesin the Companyâ€™s statements of operations.Â F-9 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â IntangibleAssetsÂ Intangibleassets primarily consist of existing technology, customer relationships, and trademarks obtained as a result of the acquisition on October17, 2022. Intangible assets with definite lives are amortized based on their pattern of economic benefit over their estimated usefullives and reviewed periodically for impairment. The Companyâ€™s trademarks are deemed to have an indefinite life. The estimated usefullife of the acquired technology is 15 years while the estimated useful life of the customer relationships is 5 years.Â Impairmentof Goodwill Â TheCompany evaluates goodwill for impairment annually, as of June 30, or more frequently when indicators of impairment exist. The Companyconsiders qualitative factors including market conditions, legal factors, operating performance indicators, and competition, among others,to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount, includinggoodwill. If the Company concludes that it is more likely than not that the fair value of the reporting unit is less than its carryingamount, the Company performs a quantitative impairment test. In performing the quantitative impairment test, the Company compares thefair value of its reporting unit to the carrying amount including the goodwill of the reporting unit. If the carrying value, includinggoodwill, exceeds the reporting unitâ€™s fair value, the Company will recognize an impairment loss for the amount by which the carryingamount exceeds the reporting unitâ€™s fair value.Â TheCompany performed its annual evaluation of goodwill on June 30, 2024. Based on the analysis, the Company did not recognize an impairmentloss during the year ended June 30, 2024. Subsequent evaluations will be performed annually on June 30, per the Companyâ€™s policy.Â Impairmentof Long-Lived AssetsÂ Long-livedassets consist primarily of property and equipment and intangible assets. Long-lived assets are tested for impairment when events andcircumstances indicate the assets might be impaired by first comparing the estimated future undiscounted cash flows of the asset or assetgroup to the carrying value. If the carrying value exceeds the estimated future undiscounted cash flows, an impairment loss is recognizedbased on the amount that the carrying value exceeds the fair value of the asset or asset group. The Company did not recognize impairmentlosses during the periods ended June 30, 2024 and 2023.Â DeferredOffering CostsÂ Inaccordance with ASC 340-10-S99-1 and SEC Accounting Bulletin Topic 5A, specific incremental costs incurred by the Company directly attributableto a proposed offering of securities were deferred. As the initial public offering closed on April 30, 2024, a total of $890,453Â deferredcosts were charged against the gross proceeds of the offering for the year ended June 30, 2024. These offering costs included fees paidto underwriters, attorney, accountants as well as printers and other third parties directly related to the offering. Costs such as managementsalaries or other general administrative expenses that are not incremental to the offering are not included in the deferred costs.Â PatentCostsÂ Costsrelated to filing and pursuing patent applications are expensed as incurred, as recoverability of such expenditures is uncertain. Thesecosts are included in general and administrative expenses.Â AdvertisingCostsÂ TheCompany reports as expense the cost of advertising and promoting its services as incurred. Such amounts totaled $116,007 for the yearended June 30, 2024, and $4,621 and $14,944 for the period and year ended October 16, 2022 and June 30, 2023, respectively.Â F-10 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â Stock-basedCompensationÂ Compensationexpense is recognized for all share-based payments to employees and nonemployees, including stock options, restricted stock awards, andwarrants, in the statements of operation based on the fair value of the awards that are granted. As necessary, the Companyâ€™s stockprice at the date of grant was estimated using an acceptable valuation technique such as the probability-weighted expected return model.The fair value of stock options and warrants are estimated at the date of grant using the Black-Scholes option-pricing model. The fairvalue of restricted stock awards is based on the fair market value of the Companyâ€™s class B common stock on the date of grant.Compensation expense for restricted stock awards with performance-based vesting conditions is calculated based on the number of awardsthat are expected to vest during the performance period if it is probable that the performance metrics will be achieved. Generally,

measuredcompensation cost, net of actual forfeitures, is recognized on a straight-line basis over the vesting period of the related share-basedcompensation award. The Company accounts for forfeitures of stock-based awards as they occur.Â RevenueRecognitionÂ TheCompany generates revenues from sales of its products and recognizes revenue as control of its products is transferred to its customers,which is generally at the time of shipment based on the contractual terms with the Companyâ€™s customers.Â TheCompany provides customer programs and incentive offerings, including growth incentives and volume-based incentives. These customer programsand incentives are considered variable consideration. The Company includes in revenue variable consideration only to the extent thatit is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the variable considerationis resolved. This determination is made based upon known customer program and incentive offerings at the time of sale and expected salesvolume forecasts as it relates to the Companyâ€™s volume-based incentives. This determination is updated every reporting period.For the years ended June 30, 2024 and 2023, customer growth and volume-based incentives were minimal.Â Certainproduct sales include a 2-year manufacturerâ€™s warranty that provides the customer with assurance that the product performs as intended.Such warranties are assurance-type warranties and are accounted for as contingencies under ASC 460-10. Refer to Note 10 for warrantyreserve.Â IncomeTaxesÂ TheCompany accounts for income tax on the basis of the tax laws enacted at the balance sheet date in accordance with FASB ASC 740,Â IncomeTaxes. The income tax accounting guidance results in two components of income tax expense: current and deferred. Current income taxexpense reflects taxes to be paid or refunded for the current period by applying the provisions of the enacted tax law to the taxableincome or excess of deductions over revenues. The Company determines deferred income taxes using the liability (or balance sheet) method.Under this method, the net deferred tax asset or liability is based on the tax effects of the differences between the book and tax basesof assets and liabilities, and enacted changes in tax rates and laws are recognized in the period in which they occur. Deferred incometax expense results from changes in deferred tax assets and liabilities between periods. Deferred tax assets are reduced by a valuationallowance if, based on the weight of evidence available, it is more-likely-than-not that some portion or all of a deferred tax assetwill not be realized.Â Taxpositions are recognized if it is more-likely-than-not, based on technical merits, that the tax position will be realized or sustainedupon examination. The term â€œmore-likely-than-notâ€ means a likelihood of more than 50%; the terms examined and upon examinationalso include resolution of the related appeals or litigation processes, if any. A tax position that meets the more-likely-than-not recognitionthreshold is initially and subsequently measured as the largest amount of tax benefit that has a greater than 50% likelihood of beingrealized upon settlement with a taxing authority that has full knowledge of all relevant information. The determination of whether ornot a tax position has met the more-likely-than-not recognition threshold considers the facts, circumstances and information availableat the reporting date and is subject to managementâ€™s judgment.Â F-11 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â NetLoss per Share of Common StockÂ Basicnet loss per class A and class B common share is calculated by dividing the net loss distributed to class A and class B, respectively,by the weighted-average number of common shares of each respective class outstanding during the period, without consideration for potentiallydilutive securities. Diluted net loss per share is computed by dividing the net loss attributable to common stockholders by the weighted-averagenumber of common shares and potentially dilutive securities outstanding for the period. For purposes of the diluted net loss per sharecalculation, stock options and warrants are considered to be potentially dilutive securities. As of June 30, 2024 and 2023, there were3,382,500 and 2,816,263, respectively, of potential common stock equivalents excluded from the diluted loss per share calculations astheir effect is anti-dilutive. Because the Company has reported a net loss for the years ended June 30, 2024 and 2023, diluted net lossper common share is the same as basic net loss per common share for such years.Â NewAccounting PronouncementsÂ InDecember 2023, the Financial Accounting Standards Board (â€œFASBâ€) issued Accounting Standards Update (â€œASUâ€) 2023-09,â€œIncome Taxes (Topic 740): Improvements to Income Tax Disclosuresâ€, which requires greater disaggregation of income tax disclosuresrelated to the income tax rate reconciliation and income taxes paid and effective for fiscal years beginning after December 15, 2024.Early adoption is permitted for annual financial statements that have not yet been issued. The amendments should be applied on a prospectivebasis although retrospective application is permitted. The Company is currently evaluating the effects of this pronouncement on its financialstatements and disclosures.Â InNovember 2023, the FASB issued ASU 2023-07, â€œSegment Reporting (Topic 280): Improvements to Reportable Segment Disclosures,â€which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses.The guidance in this update is effective for all public entities for fiscal years beginning after December 15, 2023, with early adoptionpermitted. The Company is currently evaluating the effects of this pronouncement on its financial statements and disclosures.Â 3. Disaggregated RevenueÂ Thefollowing table disaggregates revenue by product category for the following periods ended:Â Â Â YearEndedJune 30,2024(Successor)Â Â October 17,2022 throughJune 30,2023(Successor)Â Â July 1, 2022 throughOctober 16,2022(Predecessor)Â Janitorial & SanitationÂ $1,518,079Â Â $1,732,611Â Â $369,089Â Ice SystemÂ Â 19,495Â Â Â 30,195Â Â Â 16,744Â Commercial and Residential LaundryÂ Â 21,129Â Â Â 5,016Â Â Â 6,444Â Sanitizing & Disinfecting TabletsÂ Â -Â Â Â 3,140Â Â Â 160Â OtherÂ Â 46,270Â Â Â 167,404Â Â Â 110,553Â Total revenueÂ $1,604,973Â Â $1,938,366Â Â $502,990Â Â Theâ€œOtherâ€ category of revenue consists primarily of sales of parts, accessories, shipping and handling, and equipment rentalincome.Â 4. Accounts Receivable, netÂ Accountsreceivable, net consists of the following at:Â Â Â Â June 30,2024Â Â June 30,2023Â Trade accounts receivableÂ $469,821Â Â $237,979Â Allowance for doubtful accountsÂ Â (2,535)Â Â (4,419) Total accounts receivable, netÂ $467,286Â Â $233,560Â Â F-12 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â 5. Business CombinationsÂ OnOctober 17, 2022, the Company acquired substantially all of the assets of the Predecessor and accounted for this transaction as a businesscombination under ASC 805 as it falls under the definition. The purpose of the transaction was to acquire and further develop and manufacturepatented cleaning products. Total consideration for the acquisition consisted of a $2,000,000 payment made at closing and a $3,000,000note payable, bearing interest at 7% per annum, to the seller. In addition, if the Company reaches certain metrics as defined in thepurchase agreement, in the 12-month period following the closing date, the Company shall make a one-time payment of $500,000 as an adjustmentto the purchase price. However, due to forecasted net income being negative, the contingent consideration was valued at $0.Â Thefollowing table summarizes the fair value of the consideration paid and the fair value of assets acquired and liabilities assumed onOctober 17, 2022, the acquisition date.Â ConsiderationÂ Â Â Total payments at closingÂ $2,000,000Â Note payable to seller at fair valueÂ Â 2,982,000Â Contingent consideration at fair valueÂ Â -Â Fair value of total considerationÂ $4,982,000Â Â Â Â Â Â Recognized amounts of identifiable assets acquired and liabilities assumedÂ Â Â Â Accounts receivableÂ $134,259Â InventoryÂ

Â 1,204,023Â Prepaids assetsÂ Â 5,543Â Existing technologyÂ Â 600,000Â Customer relationshipsÂ Â 570,000Â Tradenames/trademarksÂ Â 580,000Â Accounts payable and current liabilitiesÂ Â (349,735) Total identifiable net assetsÂ $2,744,090Â GoodwillÂ Â 2,237,910Â Â Â $4,982,000Â Â Theacquired technology consisted of patented nanobubble technology that produces an aqueous ozone solution that requires no additives, filters,or advanced chemicals. The pure aqueous ozone product is a natural cleaner, sanitizer, and deodorizer produced through the infusion ofozone into water using electricity. The technology was valued using the multi-period excess earnings method. Under this method, the fairvalue of the asset reflects the present value of the projected stream of net cash flows that will be generated by the asset over theprojection period. Key inputs and assumptions in determining the fair value include projected cash flows and the discount rate used tocalculate the present value of such cash flows. The developed technology will be amortized over a useful life of 15 years. Customer relationshipsrelate to contracts with distributors that were acquired while the trademarks refer to the predecessorâ€™s trademarks that continueto be used. The trademarks are deemed to have an indefinite life.Â Thegoodwill of $2,237,910 arising from the acquisition consists largely of the synergies, cost savings, and economies of scale expectedfrom combining the operations of the acquired assets and the Company and further developing its products. The goodwill is deductibleover 15 years for tax purposes.Â TheCompany incurred $31,676 of acquisition-related costs which have been recorded within general and administrative expenses in the statementof operations for the period ended June 30, 2023.Â 6. Fair Value MeasurementsÂ ASCTopic 820, Fair Value Measurement, establishes a fair value hierarchy for instruments measured at fair value that distinguishesbetween assumptions based on market data (observable inputs) and the Companyâ€™s own assumptions (unobservable inputs). Observableinputs are inputs that market participants would use in pricing an asset or liability based on market data obtained from sources independentof the Company. Unobservable inputs are inputs that reflect the Companyâ€™s assumptions about the inputs that market participantswould use in pricing the asset or liability and are developed based on the best information available in the circumstances.Â F-13 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â ASC820 identifies fair value as the exit price, representing the amount that would be received to sell an asset or paid to transfer a liabilityin an orderly transaction between market participants. As a basis for considering market participant assumptions in fair value measurements,ASC 820 establishes a three-tier fair value hierarchy that distinguishes between the following:Â Level 1â€“ Observable inputs such as quoted prices in active markets foridentical assets or liabilities.Â Â Â Â Level 2â€“ Inputs, other than quoted prices in active markets, that areobservable for the asset or liability, either directly or indirectly.Â Â Â Â Level 3â€“ Unobservable inputs in which there is little or no market data,which requires the Company to develop its own assumptions.Â Assetsand liabilities measured at fair value are classified in their entirety based on the lowest level of input that is significant to thefair value measurement. The Companyâ€™s assessment of the significance of a particular input to the fair value measurement in itsentirety requires management to make judgments and consider factors specific to the asset or liability. The Companyâ€™s financialassets are subject to fair value measurements on a recurring basis. The Companyâ€™s remaining carrying amounts reported in the combinedbalance sheets of these financial assets are a reasonable estimate of fair value due to their short-term nature.Â 7. InventoryÂ Inventoryconsists of the following at:Â Â Â June 30,2024Â Â June 30,2023Â PartsÂ $503,004Â Â $551,264Â Finished goodsÂ Â 184,112Â Â Â 135,792Â Inventory reserveÂ Â (14,790)Â Â (14,940) Total inventory, netÂ $672,326Â Â $672,116Â Â TheCompany values inventory at the balance sheet date using the weighted average method. The Company recorded an inventory reserve of $14,790and $14,940 for the years ended June 30, 2024 and 2023, respectively.Â 8. Property and Equipment, NetÂ Propertyand equipment, net, consist of the following at:Â Â Â June 30,2024Â Â June 30,2023Â EquipmentÂ $8,217Â Â $-Â VehiclesÂ Â -Â Â Â -Â Furniture and fixturesÂ Â -Â Â Â -Â Leasehold improvementsÂ Â 3,481Â Â Â 1,260Â TotalÂ Â 11,698Â Â Â 1,260Â Less: accumulated depreciationÂ Â (1,126)Â Â (63) Total property and equipment, netÂ $10,572Â Â $1,197Â Â Depreciationexpense related to property and equipment was $1,063 and $63 for the years ended June 30, 2024 and 2023, respectively.Â F-14 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â 9. Intangible AssetsÂ Intangibleassets consist of the following at:Â Â Â June 30,2024Â Â June 30,2023Â TechnologyÂ $600,000Â Â $600,000Â Customer relationshipsÂ Â 570,000Â Â Â 570,000Â TrademarksÂ Â 580,000Â Â Â 580,000Â TotalÂ Â 1,750,000Â Â Â 1,750,000Â Less: accumulated amortizationÂ Â (263,077)Â Â (109,081) Total intangible assets, netÂ $1,486,923Â Â $1,640,919Â Â TheCompany holds 14 patents, which are included in technology. These patents cover the functions of the Companyâ€™s products that allowits machines to produce the ozone in the form of nanobubbles.Â Amortizationexpense related to intangibles was $153,996 and $109,081 for the years ended June 30, 2024 and 2023, respectively.Â 10. Accounts Payable and Accrued ExpensesÂ Accountspayable and accrued expenses consist of the following at:Â Â Â June 30,2024Â Â June 30,2023Â Accounts payableÂ $176,077Â Â $266,511Â Accrued interestÂ Â 23,113Â Â Â 152,684Â Accrued payroll and related expensesÂ Â 59,943Â Â Â 68,026Â Accrued pending litigation (Note 17)Â Â 108,242Â Â Â -Â Warranty reserveÂ Â 96,636Â Â Â 156,333Â Accrued severanceÂ Â 70,000Â Â Â -Â Other accrued expensesÂ Â 39,945Â Â Â 1,073Â Total accounts payable and other accrued expensesÂ $573,956Â Â $644,627Â Â 11. DebtÂ BurlingtonPromissory NoteÂ Inconnection with the acquisition of the Predecessor on October 17, 2022, the Company issued a promissory note in the principal amountof $3,000,000 to the seller, Burlington Capital, LLC (â€œBurlingtonâ€), which bore interest at 7% per annum and was to matureon October 17, 2023. On September 13, 2023, the parties signed an extension agreement, pursuant to which the interest rate was increasedto 10% per annum and the maturity date was extended to the earlier of (a) the closing of a firm commitment initial public offering andconcurrent listing on a national securities exchange or (b) December 17, 2023. On December 17, 2023, the parties signed a second extensionagreement, pursuant to which the maturity date was extended to the earlier of (a) the closing of a firm commitment initial public offeringand concurrent listing on a national securities exchange or (b) April 4, 2024. On April 30, 2024, the Company and Burlington enteredinto an extension agreement which extended the maturity date to May 9, 2024.Â OnMay 31, 2024, Burlington and Walker Water LLC (â€œWWâ€) entered into an allonge, assignment and agreement (the â€œAssignmentAgreementâ€), pursuant to which Burlington agreed to transfer $633,840 of the note to WW. The Assignment Agreement also providedthat the Company make a payment of $900,000 on May 31, 2024 to Burlington to reduce the principal amount of the note by $480,667 andpay the outstanding accrued interest of $419,333 in full. Also on May 31, 2024, the Company issued an amended and restated promissorynote to Burlington (the â€œAmended Noteâ€). The Amended Note has a new principal amount of $2,366,160, accrues interest at 8.5%per annum from October 17, 2022 (the date of the original note), which shall increase to 10% upon an event of default, and requires quarterlypayments in the amount of $100,000 over the course of the next two and a half years, with a final payment of $1,396,881 due on April1, 2027. The Amended Note may be prepaid at any time with no pre-payment penalty and

contains customary events of default for a noteof this type. As of June 30, 2024, the outstanding principal balance of this note is $1,885,493 and it has accrued interest of $13,673.Â F-15 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â Pursuantto the Assignment Agreement, the Company also issued a promissory note to WW in the principal amount of $633,840 (the â€œNew Noteâ€).The New Note accrues interest at 8.5% per annum from October 17, 2022 (the date of the original note), which shall increase to 10% uponan event of default and is due on December 31, 2024. The New Note may be prepaid at any time with no pre-payment penalty and containscustomary events of default for a note of this type. As of June 30, 2024, the outstanding principal balance of this note is $633,840and it has accrued interest of $4,490.Â ConvertiblePromissory Notes Â OnJanuary 30, 2024, the Company issued three 10% original issue discount convertible promissory notes to three separate accredited investorsin the principal amounts of $27,778, $111,111, and $111,111. The purchase prices of the notes were $25,000, $100,000 and $100,000, respectively.These notes accrued simple interest on the outstanding principal amount at the rate of 12% per annum. On May 2, 2024, the Company issuedan aggregate of 257,479 shares of class B common stock upon the conversion of these notes, which included principal of $225,000 and accruedinterest of $37,479.Â Lineof CreditÂ OnJune 28, 2024, the Company entered into a loan agreement with Arbor Bank for a revolving line of credit in the amount of $100,000 witha variable interest rate tied to the U.S. Prime Rate. Monthly payments of accrued interest are due beginning July 28, 2024. The principaland any outstanding accrued interest are due in full on June 28, 2025. No interest was required to be accrued as of June 30, 2024.Â 12. Related Party TransactionsÂ Thefollowing due to related party balances were outstanding at:Â Â Â June 30, 2024Â Â June 30, 2023Â Due to founder â€“ credit cardÂ $91,119Â Â $12,402Â Due to foundersÂ Â -Â Â Â 208,900Â Total due to related partiesÂ $91,119Â Â $221,302Â Â AtJune 30, 2024, the Company had a short term amount due to Clayton Adams, its Chief Executive Officer and founder, in the amount of $91,119for operational expenses paid by a credit card in his name. At June 30, 2023, that amount was $12,402. The Company has a verbal agreementwith Mr. Adams to pay the credit card charges directly to the issuing financial institution as they become due and is current on thesepayments.Â OnOctober 4, 2022, the Company issued a promissory note to each of Matthew Atkinson, the Companyâ€™s Chief Executive Officer at suchtime, and Clayton Adams, the Companyâ€™s President at such time, in the principal amount of $104,450 each for a total of $208,900.These notes bore interest at a rate of 5% per annum beginning on the 30th day after issuance and were due on the 60th day following writtendemand from the holder. As of June 30, 2023, the Company recorded this as a short-term note payable on the balance sheet, due to thedemand terms of the agreement, and recorded related accrued interest of $7,698. On May 29, 2024, the Company repaid these two promissorynotes, including interest accrued of $8,506 each.Â OnOctober 17, 2022, the Company entered into a consulting agreement with Birddog Capital, LLC (â€œBirddogâ€), a limited liabilitycompany owned by Clayton Adams, a significant security holder at such time and the Companyâ€™s current Chief Executive Officer, pursuantto which the Company engaged Birddog to provide management services to the Company. Pursuant to the consulting agreement, the Companyagreed to pay Birddog a monthly fee of $6,000 commencing on October 17, 2022. The Company also agreed to reimburse Birddog for all pre-approvedbusiness expenses. The term of the consulting agreement was for one (1) year. On April 1, 2024, the Company entered into a new consultingagreement with Birddog which provides for a monthly fee of $22,000. In addition, the Company agreed to pay Birddog $175,000 upon completionof the initial public offering and grant Birddog 500,000 restricted stock units, with 250,000 shares vesting immediately and 250,000shares vesting eighteen months after issuance. The consulting agreement expires on October 23, 2025.Â OnOctober 17, 2022, the Company entered into a consulting agreement with Elev8, a business consulting company owned by Matthew Atkinson,the Companyâ€™s President and a significant security holder at such time, pursuant to which the Company engaged Elev8 to providemanagement services to the Company. Pursuant to the consulting agreement, the Company agreed to pay Elev8 a monthly fee of $6,000 commencingon October 17, 2022. The Company also agreed to reimburse Elev8 for all pre-approved business expenses. The Company has no outstandingbalances related to this agreement as of June 30, 2024.Â F-16 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â OnJuly 27, 2023, the Company agreed to purchase approximately $105,000 worth of inventory from Nebraska C. Ozone, LLC, a related partybusiness owned by Lisa Roskens, a significant stockholder and the principal officer of Burlington, due to an open purchase order thatthe Predecessor had with an inventory vendor that was not included in the liabilities assumed from the Predecessor per the terms of theacquisition purchase agreement. The inventory is to be purchased as needed, consistent with other inventory purchases. However, if theentire $105,000 amount is not purchased by March 31, 2024, the balance at that date begins accruing interest at a rate of seven percent(7%) per annum until it is paid in full. As of June 30, 2024, the Company has not purchased any of the inventory and as such, has accruedinterest of $2,471.Â OnMarch 26, 2024, the Company entered into a loan agreement with Clayton Adams, a significant stockholder, pursuant to which the Companyissued a revolving credit note to Mr. Adams in the principal amount of up to $500,000. Pursuant to the loan agreement and note, Mr. Adamsagreed to provide advances to the Company upon request during the period commencing on April 25, 2024 and continuing until the secondanniversary of such date, which is referred to as the maturity date. This note accrues simple interest on the outstanding principal amountat the rate of 8% per annum, with all principal and interest due on the maturity date; provided that upon an event of default (as definedin the note), such rate shall increase to 13%. The Company may prepay the note at any time without penalty or premium. The note is unsecuredand contains customary events of default for a loan of this type. As of June 30, 2024, no advances have been made and the principal amountof this note is $0.Â 13. Stockholdersâ€™ EquityÂ TheCompanyâ€™s authorized capital stock as of June 30, 2024 consists of 350,000,000 shares, consisting of (i) 300,000,000 shares ofcommon stock, par value $0.0001 per share, of which 50,000,000 shares are designated class A common stock and 250,000,000 shares aredesignated as class B common stock; and (ii) 50,000,000 shares of â€œblank checkâ€ preferred stock, par value $0.0001 per share,of which 4,000,000 are designated as series seed preferred stock.Â SeriesSeed Preferred StockÂ Belowis a summary of the terms of the series seed preferred stock.Â Ranking.The series seed preferred stock ranks, as to the payment of dividends and the distribution of assets upon liquidation, dissolution orwinding up, senior to the common stock.Â LiquidationRights. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or any deemed liquidationevent (as defined in the certificate of designation), before any payment shall be made to the holders of common stock by reason of theirownership thereof, the holders of shares of series seed preferred stock shall be entitled to be paid out of the funds and assets availablefor distribution to its stockholders, an amount per share equal to the greater of (a) $0.25 per share, plus any dividends declared butunpaid thereon, or (b) such amount per share as would have been payable had all shares of series seed preferred stock been convertedinto class A common stock immediately prior to such liquidation, dissolution or winding up or deemed liquidation event.Â Dividends.All dividends shall be declared pro rata on the common stock and series

seed preferred stock on a pari passu basis according to the numberof shares of common stock held by such holders. For this purpose, each holder of shares of series seed preferred stock is to be treatedas holding the greatest whole number of shares of common stock then issuable upon conversion of all shares of series seed preferred stockheld by such holder.Â VotingRights. The holders of series seed preferred stock shall have the right to one vote for each share of class A common stock intowhich such series seed preferred stock could then be converted, and with respect to such vote, the holders shall have full voting rightsand powers equal to the voting rights and powers of the holders of class A common stock, and shall be entitled to vote together withholders of class A common stock with respect to any question upon which holders of class A common stock have the right to vote.Â F-17 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â ConversionRights. Each share of series seed preferred stock shall be convertible at the option of the holder thereof into such number ofshares of class A common stock as is determined by dividing $0.25 per share by the conversion price in effect at the time of conversion.The conversion price is initially $0.25 per share (subject to appropriate adjustment in the event of any stock dividend, stock split,combination, recapitalization, or merger or consolidation). In addition, all outstanding shares of series seed preferred stock shallautomatically be converted into shares of common A common stock upon (a) the closing of the sale of shares of class A common stock tothe public in a public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (or a qualifiedoffering statement under Regulation A of the Securities Act, as amended), (b) the date that the Company or a successor to the Companybecomes an issuer with a class of securities registered under Section 12 or subject to Section 15(d) of the Securities Exchange Act of1934, as amended (â€œExchange Actâ€) and is subject to the periodic and current reporting requirements of Section 13 or 15(d)of the Exchange Act or is required to file reports under Regulation A of the Securities Act of 1933, as amended, or (c) the date andtime, or the occurrence of an event, specified by vote or written consent of holders of at least a majority of the outstanding sharesof series seed preferred stock at the time of such vote or consent, voting as a single class on an as-converted basis.Â Forthe Year Ended June 30, 2023Â InSeptember 2022, the Company issued an aggregate of 4,000,000 shares of series seed preferred stock at a purchase price of $0.25 per share.Â Asof June 30, 2023, 4,000,000 shares of series seed preferred stock were issued and outstanding.Â Forthe Year Ended June 30, 2024 Â Duringthe year ended June 30, 2024, a total of 4,000,000 shares of series seed preferred stock were converted into 4,000,000 shares of classA common stock.Â Asof June 30, 2024, no shares of series seed preferred stock were issued and outstanding.Â CommonStockÂ TheCompany has two classes of authorized common stock â€” class A common stock and class B common stock. The rights of the holders ofthe class A common stock and class B common stock are identical, except with respect to voting and conversion. Each share of class Acommon stock is entitled to ten votes per share and is convertible into one share of class B common stock. Each share of class B commonstock is entitled to one vote per share. As of June 30, 2024, all of the outstanding class A common stock was held by one of the Companyâ€™sfounders, which is also the current Chief Executive Officer.Â Forthe Year Ended June 30, 2023Â OnAugust 26, 2022, the Company issued an aggregate of 1,000,000 shares of class A common stock at a purchase price of $0.0001 per share.In October and November 2022, the Company issued an aggregate of 660,921 shares of class B common stock at a purchase price of $1.74per share. On November 29, 2022, the Company issued 777,778 shares of class B common stock upon the exercise of a warrant for an aggregateexercise price of $500,000. On April 1, 2023, the Company issued 17,241 shares of class B common stock to a professional firm in exchangefor services at $1.74 per share. Accordingly, stock compensation expense in the amount of $29,999 was recorded by the Company. On June1, 2023, an aggregate of 340,000 shares of class A common stock were converted into an aggregate of 340,000 shares of class B commonstock.Â Asof June 30, 2023, there were 660,000 shares of class A common stock and 1,795,940 shares of class B common stock issued and outstanding.Â F-18 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â Forthe Year Ended June 30, 2024Â InJuly 2023, the Company issued 1,000,000 shares of class A common stock upon the conversion of 1,000,000 shares of series seed preferredstock. In addition, the Company issued a total of 1,310,000 shares of class B common stock upon the conversion of 1,310,000 shares ofclass A common stock. In February 2024, the Company issued a total of 2,000,000 shares of class A common stock upon the conversion of2,000,000 shares of series seed preferred stock, which were immediately converted into 2,000,000 shares of class B common stock uponissuance. On February 6, 2024, the Company issued 200,000 shares of class B common stock upon the conversion of 200,000 shares of classA common stock. On April 30, 2024, the Company issued 1,000,000 shares of class A common stock upon the conversion of 1,000,000 sharesof series seed preferred stock. In addition, upon closing of the initial public offering, the Company sold 1,250,000 shares of classB common stock for proceeds of $3,343,547, net of $1,656,453 of issuance and deferred offering costs. On April 30, 2024, the Companyissued 175,000 shares of class B common stock pursuant to restricted stock award and 87,500 shares of class B common stock upon vestingof a restricted stock unit award granted under the 2022 Plan (as defined below). On May 2, 2024, the Company issued an aggregate of 257,479shares of class B common stock upon the conversion of the 10% original issue discount convertible promissory notes issued on January30, 2024 (see Note 11), which included principal of $225,000 and accrued interest of $37,479. On May 15, 2024, the Company issued 880,000shares of class B common stock upon the conversion of 880,000 shares of class A common stock. On June 12, 2024, the Company issued 5,000shares of class B common stock upon vesting of a restricted stock unit award granted under the 2022 Plan.Â Asof June 30, 2024, there were 270,000 shares of class A common stock and 7,960,919 shares of class B common stock issued and outstanding.Â 2022Equity Incentive PlanÂ OnSeptember 16, 2022, the Companyâ€™s board of directors adopted the Companyâ€™s 2022 Equity Incentive Plan (as amended, the â€œ2022Planâ€), which was adopted by stockholders on November 18, 2022, which reserved a total of 1,736,819 share of the Companyâ€™sclass B common stock for issuance. On January 3, 2024, the Company adopted an amendment to the 2022 Plan, which increased the total sharesof class B common stock available for grant to 3,240,000. Additionally, the number of shares of class B common stock available for issuanceunder the 2022 Plan will automatically increase on January 1 of each calendar year during the term of the 2022 Plan by an amount equalto 5% of the total number of shares of class B common stock issued and outstanding on December 31 of the immediately preceding calendaryear.Â Incentiveawards authorized under the 2022 Plan include, but are not limited to, nonqualified stock options, incentive stock options, restrictedstock awards, restricted stock units, performance grants intended to comply with Section 162(m) of the Internal Revenue Code of 1986,as amended (the â€œCodeâ€), and stock appreciation rights. If an incentive award granted under the 2022 Plan expires, terminates,is unexercised or forfeited, the surrendered shares will become available for future awards under the 2022 Plan.Â TheCompanyâ€™s employees and advisors were granted awards under the 2022 Plan. Therefore, an allocation of the share-based compensationwas made to the Company.Â StockOptionsÂ During the year ended June 30, 2023, the Company had issued options to purchase an aggregate of 2,000,000 shares of class A common

stock atan exercise price of $0.25 per share outside of the 2022 Plan and 770,000 shares of class B common stock at an average price of $2.21per share under the 2022 Plan.Â Duringthe year ended June 30, 2024, the Company issued additional options to purchase Â 525,000 shares of class B common stock at a weightedaverage exercise price of $3.31 per share under the 2022 Plan.Â Allof the class A options and 75,000 of the class B options were fully vested as of the grant date. The remaining class B options have agraded vesting term based on continuous service during the vesting period.Â F-19 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â WarrantsÂ OnOctober 14, 2022 and November 29, 2022, the Company issued warrants for the purchase of 42,241 and 4,022 shares of class B common stock,respectively, to a third party as part of their compensation earned. The warrants are exercisable for a period of five years at an exerciseprice of $1.74 (subject to adjustments for stock dividends, stock splits, mergers, consolidations and similar transactions). On March5, 2024, the Company cancelled these warrants without issuing a replacement award. As the warrants were already vested, previously recognizedcompensation cost was not reversed.Â OnOctober 17, 2022, the Company issued a warrant for the purchase of 777,778 shares of class B common stock for an aggregate exercise priceof $500,000 to Burlington. On November 29, 2022, Burlington exercised this warrant in full.Â OnApril 30, 2024, the Company issued a warrant for the purchase of 87,500 shares of class B common stock at an exercise price of $5.00,subject to adjustments, to the representative of the underwriters in the initial public offering. The warrant will be exercisable atany time and from time to time, in whole or in part, during the period commencing on April 30, 2024 and ending on April 25, 2029 andmay be exercised on a cashless basis under certain circumstances.Â RestrictedStock AwardsÂ OnApril 30, 2024, the Company granted a restricted stock award under the 2022 Plan for 175,000 shares of class B common stock, of which15,000 shares vested on the date of grant, 10,625 shares will vest quarterly through June 30, 2026 and the remaining 75,000 shares willvest as the grantee reaches certain sales targets in a twelve month period.Â Â Â Â Â OnApril 30, 2024, the Company granted a restricted stock unit award under the 2022 Plan for 1,300,000 shares of class B common stock, ofwhich 87,500 shares vested and were issued on the date of grant. In June 2024, the participant and the Company agreed to separate. Asa result, the participant kept the 87,500 shares that were vested and forfeited all other shares available under the award. In additionto the 87,500 shares, the participant will also receive 20,000 shares of class B common stock on January 2, 2025.Â OnJune 12, 2024, the Company granted a restricted stock unit award under the 2022 Plan for 188,000 shares of class B commonstock, of which 5,000 shares vested and were issued on the date of grant and, 5,000 will vest on July 12, 2024. In addition, 18,000 sharesvest upon completion of tasks as outlined between the Company and grantee and an additional 160,000 shares will vest as the Company achievescertain sales targets in a twelve-month period.Â Theinformation presented in the following table represents the restricted stock awards, including performance-based awards, granted andoutstanding during the period:Â Â Â Performance- Based Restricted SharesÂ Â Service-Based Restricted SharesÂ Â Weighted Average Grant Date Fair ValueÂ Beginning balanceÂ Â -Â Â Â -Â Â $-Â GrantedÂ Â -Â Â Â -Â Â Â -Â ForfeitedÂ Â -Â Â Â -Â Â Â -Â VestedÂ Â -Â Â Â -Â Â Â -Â Outstanding, unvested grants at JuneÂ 30, 2023Â Â -Â Â Â -Â Â Â -Â GrantedÂ Â 235,000Â Â Â -Â Â Â 3.10Â GrantedÂ Â -Â Â Â 1,448,000Â Â Â 3.10Â ForfeitedÂ Â -Â Â Â (1,212,500)Â Â 3.10Â VestedÂ Â -Â Â Â (107,500)Â Â 3.10Â Outstanding, unvested grants at June 30, 2024Â Â 235,000Â Â Â 128,000Â Â $3.09Â Â Stock-basedCompensationÂ Stockoptions and warrants are granted at the fair market value of the underlying common stock on the date of grant. The Company recognizescompensation expense for these awards using the straight-line recognition method over the vesting period.Â F-20 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â Thefair value of stock options and warrants was estimated at the date of grant using a Black-Scholes option-pricing model with the followingweighted average assumptions for the years ended June 30, 2024 and 2023: Â Â Â June 30,2024Â Â June 30,2023Â Risk-free interest rateÂ Â 5.10%Â Â 3.80% Dividend yieldÂ Â 0.0%Â Â 0.0% Expected volatilityÂ Â 47.44%Â Â 54.04% Expected life of awardsÂ Â 3.3 yearsÂ Â Â 3.9 yearsÂ Fair value of awards granted during the yearÂ $0.90Â Â $1.35Â Â Therisk-free interest rate is based on U.S. government issues with a remaining term equal to the expected life of the awards. The determinationof expected volatility is based on historical volatility of an appropriate industry sector index. The weighted average expected termwas estimated for options using the average of the vesting term and contractual term of the awards. The weighted-average fair value pershare of total awards granted during the years ended June 30, 2024 and 2023 was $1.35 and $0.90, respectively.Â Â Â WarrantsÂ Â Stock OptionsÂ Â Weighted Average Remaining Life (years)Â Â Weighted Average Exercise PriceÂ Beginning balanceÂ Â -Â Â Â -Â Â Â -Â Â $-Â GrantedÂ Â 824,041Â Â Â -Â Â Â 0.44Â Â Â 0.69Â GrantedÂ Â -Â Â Â 2,770,000Â Â Â 4.77Â Â Â 0.51Â CancelledÂ Â -Â Â Â -Â Â Â -Â Â Â -Â ForfeitedÂ Â -Â Â Â -Â Â Â -Â Â Â -Â ExercisedÂ Â (777,778)Â Â -Â Â Â -Â Â Â 0.61Â Outstanding, JuneÂ 30, 2023 (2,125,152 shares exercisable)Â Â 46,263Â Â Â 2,770,000Â Â Â 5.01Â Â $0.59Â GrantedÂ Â -Â Â Â 525,000Â Â Â 2.44Â Â Â 3.31Â GrantedÂ Â 87,500Â Â Â Â Â Â Â 0.86Â Â Â 0.86Â CancelledÂ Â (46,263)Â Â -Â Â Â Â Â Â Â 0.08Â ForfeitedÂ Â -Â Â Â -Â Â Â -Â Â Â -Â ExercisedÂ Â -Â Â Â -Â Â Â -Â Â Â -Â Outstanding, June 30, 2024 (2,738,472 shares exercisable)Â Â 87,500Â Â Â 3,295,000Â Â Â 3.30Â Â $4.17Â Â The aggregate intrinsic value of the 2,738,472 shares exercisable at June 30, 2024 was $3,668,019. The intrinsic value and total cashreceived of awards exercised for the period ending June 30, 2023 was $855,556 and $500,000, respectively. No cash awards were exercisedduring the year ended June 30, 2024.Â Â Total stock compensation expense for the year ended June 30, 2024 was $670,958. In addition, $94,850 of warrants issued to representativeof the underwriters in the initial public offering during the year ended June 30, 2024 were recorded as an offset to equity. Total stockcompensation expense for the period ended June 30, 2023 consists of $3,231,443 related to stock options and $857,889 of warrants. In addition,$42,835 of warrants issued to representative of the underwriters in the initial public offering were recorded as an offset to equity asof June 30, 2024. As of June 30, 2024, total unrecognized stock compensation expense was $930,433 with the weighted average period overwhich it is expected to be recognized of 2.01 years.Â 14. Net Loss Per Share Â Thefollowing table sets forth the computation of basic and dilutive net income per share of class A and class B common stock:Â Â Â Year Ended June 30, 2024Â Â Â Class AÂ Â Class BÂ Basic and diluted net loss per share:Â Â Â Â Â Â NumeratorÂ Â Â Â Â Â Allocation of undistributed lossÂ $(171,420)Â $(2,110,322) DenominatorÂ Â Â Â Â Â Â Â Weighted average number of shares used in per share computationÂ Â 350,192Â Â Â 4,311,142Â Basic and diluted net loss per shareÂ $(0.49)Â $(0.49) Â F-21 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â Â Â Period Ended June 30, 2023 (Successor)Â Â Â Class AÂ Â Class BÂ Basic and diluted net loss per share:Â Â Â Â Â Â NumeratorÂ Â Â Â Â Â Allocation of undistributed lossÂ $(2,111,882)Â $(2,911,325) DenominatorÂ Â Â Â Â Â Â Â Weighted average number of shares used in per share computationÂ Â 967,987Â Â Â 1,334,414Â Basic and diluted net loss per shareÂ $(2.18)Â $(2.18) Â 15. Income TaxesÂ Â Â TheCompany files income tax returns in the U.S. federal and applicable state jurisdictions.Â Managementis required to analyze all open

tax years, as defined by the statute of limitations, for all major jurisdictions, which includes federaland certain states. The fiscal year ended June 30, 2023 was the entityâ€™s initial year of existence, and is not subject to federalor state tax examinations prior to this period. Â TheCompanyâ€™s provision for income taxes is comprised of the following components for the year ended June 30, 2024:Â Â Â Years EndedÂ Â 6/30/2024Â Â 6/30/2023Â Current Tax Expense (Benefit)Â Â Â Â Â Â FederalÂ Â Â Â Â Â -Â Â Â Â Â Â Â -Â StateÂ Â -Â Â Â Â Â Â Â Â Â Â Â -Â Current Tax Expense (Benefit)Â $Â Â Â Â Â Â Â Â -Â Â $-Â Â Â Â Â Â Â Â Â Â Deferred Tax Expense (Benefit)Â Â Â Â Â Â Â Â FederalÂ Â -Â Â Â -Â StateÂ Â -Â Â Â -Â Deferred Tax Expense (Benefit)Â Â -Â Â Â -Â Â Â Â Â Â Â Â Â Â Total Income Tax Expense (Benefit)Â $-Â Â $-Â Â TheCompanyâ€™s income tax expense from continuing operations for the year ended June 30, 2024 differed from the statutory federal rateof 21% as follows:Â Pre-Tax Book IncomeÂ $(2,281,742) Â Â Â Years EndedÂ Â Â 6/30/2024Â Â 6/30/2023Â Â AmountÂ Â PercentÂ Â AmountÂ Â PercentÂ Rate ReconciliationÂ Â Â Â Â Â Â Â Â Â Â Â Federal tax (benefit) at a statutory rateÂ $(479,166)Â Â 21%Â $(1,054,873)Â Â 21.00% State tax expense (benefit)Â Â (125,968)Â Â 5.52%Â Â (277,654)Â Â 5.53% Other Permanent DifferencesÂ Â 804Â Â Â (0.04)%Â Â 490Â Â Â (0.01)% Increase (Decrease) in valuation allowance related to current period P&L activityÂ Â 604,330Â Â Â (26.49)%Â Â 1,332,037Â Â Â (26.52)% Total tax expenseÂ $-Â Â Â 0.00%Â $-Â Â Â 0.00% Â F-22 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â Deferredtax assets and liabilities consist of the following at June 30, 2024:Â Â Â Years EndedÂ Â 6/30/2024Â Â 6/30/2023Â Deferred Tax AssetsÂ Â Â Â Â Â Accrued ExpensesÂ $67,775Â Â $55,680Â Equity CompensationÂ Â 1,186,561Â Â Â 1,092,856Â Lease LiabilitiesÂ Â 145,913Â Â Â 129,075Â NOL CarryforwardsÂ Â 720,498Â Â Â 214,559Â Valuation AllowanceÂ Â (1,936,367)Â Â (1,332,037) Total Deferred Tax AssetsÂ $184,379Â Â $160,133Â Â Â Â Â Â Â Â Â Â Deferred Tax LiabilitiesÂ Â Â Â Â Â Â Â Property and equipmentÂ $24Â Â $(252) Intangible AssetsÂ Â (31,881)Â Â (561) Prepaid ExpensesÂ Â (13,288)Â Â (35,515) ASC 842 Right of Use AssetÂ Â (139,234)Â Â (123,805) Valuation AllowanceÂ Â -Â Â Â -Â Total Deferred Tax LiabilitiesÂ $(184,379)Â $(160,133) Net Deferred Tax Asset (Liability)Â $-Â Â $-Â Â Inassessing the realizability of deferred tax assets, management considers whether it is more-likely-than-not that some portion of thedeferred tax asset will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxableincome during the periods in which those temporary differences become deductible.Â Asof June 30, 2024, the Company recognized a full valuation allowance on its net deferred tax asset to reflect the fact it is not more-likely-than-notto realize any portion of the asset.Â Â Â Years EndedÂ Â 6/30/2024Â Â 6/30/2023Â Other Items â€“ All GrossÂ Â Â Â Â Â Federal NOL CarryoversÂ $2,715,784Â Â $808,741Â State NOL CarryoversÂ $2,715,784Â Â $808,741Â Â AtJune 30, 2024 and 2023, the Company had net operating loss carryforwards for Federal income tax purposes of $2,715,784 and $808,741,respectively, which would be available to offset future federal taxable income, if any, and would not be subset to expiration. At June30, 2024 and 2023, the Company has net operating loss carryforwards for state income tax purposes of $2,715,784 and $808,741, which areavailable to offset future state taxable income, which is subject to expiration beginning in 2043.Â 16. Commitments and ContingenciesÂ LegalProceedingsÂ Fromtime to time, the Company may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business.However, litigation is subject to inherent uncertainties and an adverse result in these or other matters may arise from time to timethat may harm our business. The Company is aware of one legal claim and has accrued approximately $108,000 for such claim (Note 17).The Company is currently not aware of any other such legal proceedings or claims that it believes will have a material adverse effecton its business, financial condition or operating results.Â RetirementPlansÂ TheSuccessor does not maintain a defined contribution plan or any other type of retirement plan for its employees.Â F-23 Â CLEANCORESOLUTIONS, INC.NOTESTO THE FINANCIAL STATEMENTS JUNE30, 2024 AND 2023Â Forthe period of July 1, 2022 through October 16, 2022, the Predecessor maintained a defined contribution 401(k) plan available to eligibleemployees. Employee contributions are voluntary and are determined on an individual basis, limited to the maximum amount allowable underfederal tax regulations. Matching contributions to the 401(k) plan are made for certain eligible employees to meet the non- discriminationprovisions of the plan. During this period, the Predecessor made a contribution of $1,512.Â LeasesÂ TheCompany has a non-cancellable operating lease commitment for its office facility expiring in 2028. Rent expense totaled $130,723 and$57,626 for the years ended June 30, 2024 and 2023, respectively.Â Thefollowing table discloses the lease cost, discount rate, and remaining lease term for operating leases as of June 30, 2024 and 2023:Â Â Â June 30,2024Â Â June 30,2023Â Operating lease costÂ $130,723Â Â $57,626Â Remaining lease termÂ Â 3.7 yearsÂ Â Â 4.7 yearsÂ Discount rateÂ Â 6.56%Â Â 6.00% Â Thediscount rate was determined using the Companyâ€™s external debt and was adjusted for collateralization, term and lease amount.Â Thefollowing table discloses the undiscounted cash flows on an annual basis and a reconciliation of the undiscounted cash flows of operatinglease liabilities recognized in the balance sheet as of June 30, 2024:Â YearEnded June 30,Â Â Â 2025Â $163,147Â 2026Â Â 167,226Â 2027Â Â 171,407Â 2028Â Â 116,160Â 2029Â Â -Â Total undiscounted cash flowsÂ Â 617,940Â Less amount representing interestÂ Â (67,949) Present value of lease liabilitiesÂ Â 549,991Â Less current portionÂ Â (131,887) Noncurrent lease liabilitiesÂ $418,104Â Â 17. Subsequent EventsÂ The Company has evaluated events subsequent to June 30, 2024, to assessthe need for potential recognition or disclosure. Such events were evaluated through September 20, 2024, the date the financial statementswere available to be issued. The following were noted:Â LawsuitÂ OnAugust 20, 2024, the Companyâ€™s former Chief Executive Officer, Matthew Atkinson, filed a lawsuit against the Company in the Stateof Nebraska claiming compensation, unreimbursed expenses and accrued and unpaid vacation owed to him prior to his resignation in February2024. The Company has accrued approximately $108,000 for such claim (see Note 16).Â ProductDevelopment ProposalÂ OnAugust 20, 2024, the Company entered into a product development proposal with E-Business International Incorporation, pursuant to whichBusiness International Incorporation, an engineering company, will look for more efficient ways to assemble some of the Companyâ€™sunits, and will then take over assembly of certain products using overseas facilities.Â DistributorAgreementÂ OnSeptember 10, 2024, the Company entered into a sole distributorship agreement with Consensus B.V., pursuant to which Consensus B.V. willact as sole distributor of the Companyâ€™s products in the European Union, United Kingdom, Bahrain, Kuwait, Oman, Qatar, Saudi Arabiaand United Arab Emirates. The agreement is for a term of five years and may be terminated by either party upon not less than four monthsâ€™notice; provided that either party may terminate the agreement immediately upon a substantial breach of the agreement, as more particularlydescribed in the agreement.Â Â F-24 Â SIGNATURESÂ Pursuantto the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signedon its behalf by the undersigned, thereunto duly authorized.Â Date: September 20, 2024 CLEANCORE SOLUTIONS, INC. Â Â Â /s/ Clayton Adams Â Name:Â Â Clayton Adams Â Title: Chief Executive Officer Â Â (Principal Executive Officer) Â Â Â /s/ David Enholm Â Name: David Enholm Â Title: Chief Financial Officer Â Â (Principal Financial and Accounting

Officer) Â Pursuantto the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of theregistrant and in the capacities and on the dates indicated.Â SIGNATURE Â TITLE Â DATE Â Â Â Â Â /s/ Clayton Adams Â Chairman and Chief Executive Officer (principal executive officer) Â September 20, 2024 Clayton Adams Â Â Â Â Â Â Â Â Â /s/ David Enholm Â Chief Financial Officer (principal financial and accounting officer) Â September 20, 2024 David Enholm Â Â Â Â Â Â Â Â Â /s/ Brent Cox Â Director Â September 20, 2024 Brent Cox Â Â Â Â Â Â Â Â Â /s/ James M. Grisham Â Director Â September 20, 2024 James M. Grisham Â Â Â Â Â Â Â Â Â /s/ Larry Goldman Â Director Â September 20, 2024 Larry Goldman Â Â Â Â Â Â 50 Â 5854 0.0001 0.0001 0.49 2.18 350192 967987 1334414 4311142 50000000 0.49 0.49 2.18 2.18 false FY 0001956741 0001956741 2023-07-01 2024-06-30 0001956741 2023-12-29 0001956741 2024-09-19 0001956741 2024-06-30 0001956741 2023-06-30 0001956741 us-gaap:RelatedPartyMember 2024-06-30 0001956741 us-gaap:RelatedPartyMember 2023-06-30 0001956741 us-gaap:CommonClassAMember 2024-06-30 0001956741 us-gaap:CommonClassAMember 2023-06-30 0001956741 us-gaap:CommonClassBMember 2024-06-30 0001956741 us-gaap:CommonClassBMember 2023-06-30 0001956741 2022-10-17 2023-06-30 0001956741 2022-07-01 2022-10-16 0001956741 zone:ClassAAndClassBStockMember 2023-07-01 2024-06-30 0001956741 zone:ClassAAndClassBStockMember 2022-10-17 2023-06-30 0001956741 us-gaap:CommonClassAMember 2023-07-01 2024-06-30 0001956741 us-gaap:CommonClassAMember 2022-10-17 2023-06-30 0001956741 us-gaap:CommonClassBMember 2023-07-01 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This summary does not purportto be complete and is qualified in its entirety by the provisions of our articles of incorporation and our bylaws, which have been filedas exhibits to this report.Â Ourauthorized capital stock consists of 350,000,000 shares, consisting of (i) 300,000,000 shares of common stock, par value $0.0001 pershare, of which 50,000,000 shares are designated class A common stock and 250,000,000 shares are designated as class B common stock;and (ii) 50,000,000 shares of â€œblank checkâ€ preferred stock, par value $0.0001 per share.Â Asof June 30, 2024, there were issued and outstanding 270,000 shares of class A common and 7,960,919 shares of class B common stock.Â CommonStock Â Theholders of class A common stock are entitled to ten (10) votes for each share of class A common stock held of record and the holdersof class B common stock are entitled to one (1) vote for each share of class B common stock held of record on all matters submitted toa vote of the stockholders. A share of class A common stock may be voluntarily converted into a share of class B common stock. A transferof a share of class A common stock will result in its automatic conversion into a share of class B common stock upon such transfer, subjectto certain exceptions for (i) transfers to immediate family members, or to trusts for the exclusive benefit of immediate family members,for no consideration, including by will or laws of succession, (ii) a transfer to another holder of class A common stock, or (iii) transfersapproved by a majority of disinterest directors. The class B common stock is not convertible. Other than as to voting and conversionrights, our class A common stock and class B common stock have the same rights and preferences and rank equally, share ratably and areidentical in all respects as to all matters.Â Underour articles of incorporation and bylaws, any corporate action to be taken by vote of stockholders other than for election of directorsshall be authorized by the affirmative vote of the majority of votes cast. Directors are elected by a plurality of votes. Stockholdersdo not have cumulative voting rights.Â Subjectto preferences that may be applicable to any then-outstanding preferred stock, holders of common stock are entitled to receive ratablythose dividends, if any, as may be declared from time to time by the board of directors out of legally available funds. In the eventof our liquidation, dissolution or winding up, holders of common stock will be entitled to share ratably in the net assets legally availablefor distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidationpreference granted to the holders of any then-outstanding shares of preferred stock.Â Holdersof common stock have no preemptive, conversion or subscription rights and there are no redemption or sinking fund provisions applicableto the common stock. The rights, preferences and privileges of the holders of common stock are subject to, and may be adversely affectedby, the rights of the holders of shares of any series of preferred stock.Â PreferredStock Â Ourarticles of incorporation authorize our board to issue up to 50,000,000 shares of preferred stock in one or more series, to determinethe designations and the powers, preferences and rights and the qualifications, limitations and restrictions thereof, including the dividendrights, conversion or exchange rights, voting rights (including the number of votes per share), redemption rights and terms, liquidationpreferences, sinking fund provisions and the number of shares constituting the series. Our board of directors could, without stockholderapproval, issue preferred stock with voting and other rights that could adversely affect the voting power and other rights of the holdersof common stock and which could have the effect of making it more difficult for a third party to acquire, or of discouraging a thirdparty from attempting to acquire, a majority of our outstanding voting stock.Â StockOptionsÂ Asof June 30, 2024, we have issued options to purchase an aggregate of 2,000,000 shares of class A common stock at an exercise price of$0.25 per share and options to purchase 1,295,000 shares of class B common stock at a weighted average exercise price of $2.93 per share.Â Â Â WarrantsÂ Asof June 30, 2024, we have issued a warrant for the purchase of 87,500 shares of class B common stock at an exercise price of $5.00 (subjectto adjustments). The warrant is exercisable at any time and from time to time, in whole or in part, during the period commencing on April30, 2024 and ending on April 25, 2029 and may be exercised on a cashless basis under certain circumstances.Â Anti-TakeoverProvisionsÂ Provisionsof the Nevada Revised Statutes, our articles of incorporation and our bylaws could have the effect of delaying or preventing a third-partyfrom acquiring us, even if the acquisition would benefit our stockholders. Such provisions of the Nevada Revised Statutes, our articlesof incorporation and our bylaws are intended to enhance the likelihood of continuity and stability in the composition of our board ofdirectors and in the policies formulated by the board of directors and to discourage certain types of transactions that may involve anactual or threatened change of control of our company. These provisions are designed to reduce our vulnerability to an unsolicited proposalfor a takeover that does not contemplate the acquisition of all of our outstanding shares, or an unsolicited proposal for the restructuringor sale of all or part of our company.Â DualClass StructureÂ Underour articles of incorporation, we are authorized to issue two classes of common stock â€“ class A common stock and class B commonstock. The class A common stock is entitled to ten votes per share and the class B common stock is entitled to one vote per share onany proposals requiring or requesting stockholder approval.Â Authorizedbut Unissued SharesÂ Â Ourauthorized but unissued shares of common stock are available for our board of directors to issue without stockholder approval, subjectto NYSE Americanâ€™s rules. We may use these additional shares for a variety of corporate purposes, including raising additionalcapital, corporate acquisitions and employee stock plans. The existence of our authorized but unissued shares of common stock could renderit more difficult or discourage an attempt to obtain control of our company by means of a proxy context, tender offer, merger or othertransaction since our board of directors can issue large amounts of capital stock as part of a defense to a take-over challenge. In addition,we have authorized in our articles of incorporation 50,000,000 shares of preferred stock. Our board acting alone and without approvalof our stockholders, subject to NYSE Americanâ€™s rules, can designate and issue one or more series of preferred stock containingsuper-voting provisions, enhanced economic rights, rights to elect directors, or other dilutive features, that could be utilized as partof a defense to a take-over challenge.Â Â BylawsÂ Inaddition, various provisions of our bylaws may also have an anti-takeover effect. These provisions may delay, defer or prevent a tenderoffer or takeover attempt of our company that a stockholder might consider in his or her best interest, including attempts that mightresult in a premium over the market price for the

shares held by our stockholders. Our bylaws may be adopted, amended or repealed onlyby our board of directors. Our bylaws also contain limitations as to who may call special meetings as well as require advance noticeof stockholder matters to be brought at a meeting. Additionally, our bylaws also provide that no director may be removed by less thana two-thirds vote of the issued and outstanding shares entitled to vote on the removal. Our bylaws also permit the board of directorsto establish the number of directors and fill any vacancies and newly created directorships. These provisions will prevent a stockholderfrom increasing the size of our board of directors and gaining control of our board of directors by filling the resulting vacancies withits own nominees.Â 2 Â Ourbylaws also establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of our stockholders,including proposed nominations of persons for election to the board of directors. Stockholders at an annual meeting will only be ableto consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of the boardof directors or by a stockholder who was a stockholder of record on the record date for the meeting, who is entitled to vote at the meetingand who has given us timely written notice, in proper form, of the stockholderâ€™s intention to bring that business before the meeting.Although our bylaws do not give the board of directors the power to approve or disapprove stockholder nominations of candidates or proposalsregarding other business to be conducted at a special or annual meeting, our bylaws may have the effect of precluding the conduct ofcertain business at a meeting if the proper procedures are not followed or may discourage or deter a potential acquirer from conductinga solicitation of proxies to elect its own slate of directors or otherwise attempting to obtain control of our company.Â CumulativeVotingÂ Furthermore,neither the holders of our common stock nor the holders of our preferred stock have cumulative voting rights in the election of our directors.The combination of the present ownership by a few stockholders of a significant portion of our issued and outstanding common stock andlack of cumulative voting makes it more difficult for other stockholders to replace our board of directors or for a third party to obtaincontrol of our company by replacing its board of directors.Â NevadaAnti-Takeover StatutesÂ Pursuantto our articles of incorporation, we have elected not to be governed by the terms and provisions of Nevadaâ€™s control share acquisitionlaws (NevadaÂ Revised Statutes 78.378 â€“ 78.3793), which prohibit an acquirer, under certain circumstances, from voting sharesof a corporationâ€™s stock after crossing specific threshold ownership percentages, unless the acquirer obtains the approval of theissuing corporationâ€™s stockholders. The first such threshold is the acquisition of at least one-fifth but less than one-third ofthe outstanding voting power.Â Pursuantto our articles of incorporation, we have also elected not to be governed by the terms and provisions of Nevadaâ€™s combination withinterested stockholders statute (Nevada Revised Statutes 78.411 â€“ 78.444) which prohibits an â€œinterested stockholderâ€from entering into a â€œcombinationâ€ with the corporation, unless certain conditions are met. An â€œinterested stockholderâ€is a person who, together with affiliates and associates, beneficially owns (or within the prior two years, did beneficially own) 10%or more of the corporationâ€™s voting stock, or otherwise has the ability to influence or control such corporationâ€™s managementor policies.Â TransferAgent and Registrar Â Thetransfer agent for our class B common stock is Securities Transfer Corporation. The address for Securities Transfer Corporation is 2901N Dallas Parkway, Suite 380, Plano, Texas 75093, and the telephone number isÂ (469) 633-0101.Â 3 Â Exhibit10.1Â ICCMODEL CONTRACT | DISTRIBUTORSHIPÂ ModelForm of InternationalSole5Distributorship ContractICCDistributorship Contract (Sole Importer-Distributor)Â BetweenÂ CleanCore Solutions, Incwhoseregistered office is at5920 South, 118th Circle, Omaha, NE 68137, United States of America(hereinafter called â€œthe Supplierâ€)Legal form Nevada corporationRegistration No _____Â andConsensus B.V.whoseregistered office is atCaÃ¯rostraat 97, 3047BB Rotterdam, Netherlands(hereinafter called â€œthe Distributorâ€)Legal form Private companyRegistration No 72532815Â Â IT IS AGREED AS FOLLOWS:13Â ArticleÂ 1 Â TERRITORY AND PRODUCTSÂ 1.1 Â The Supplier grants and the Distributor accepts the exclusive right to market the products listed in Annex I, Â§ 1 (hereinafter called â€œthe Productsâ€) in the territory defined in Annex I, Â§ 2 (hereinafter called â€œthe Territoryâ€) to the customers (hereinafter called â€œContractual Customersâ€), as defined in Annex I, Â§ 3. Contractual Customers are all customers, except the Excluded Customers (if any) listed in Annex I, Â§ 3.Â 1.2 Â If the Supplier decides to market any other products in the Territory, it shall so inform the Distributor in order to discuss the possibility of including such other products within the Products defined under Article 1.1. However, the above obligation to inform the Distributor does not apply if, in consideration of the characteristics of the new products and the specialization of the Distributor, it is not to be expected that such products may be marketed by the Distributor (e.g. products of a completely different range).Â ArticleÂ 2 Â GOOD FAITH AND FAIR DEALINGÂ 2.1 Â In carrying out their obligations under this Contract the parties will act in accordance with good faith and fair dealing.Â 2.2 Â The provisions of this Contract, as well as any statements made by the parties in connection with this distributorship relationship, shall be interpreted in good faith.Â ArticleÂ 3 Â DISTRIBUTORâ€™S FUNCTIONSÂ 3.1 Â The Distributor sells in its own name and for its own account, the Products supplied by the Supplier. Distributor receives the first stock of the Products from Supplier on consignment. Supplier shall pay the succeeding deliveries within 45 days after receipt. An extra test stock can be arranged and delivered on consignment by mutual agreement.Â 3.2 Â The Distributor agrees to efficiently promote the sale of the Products in the Territory in accordance with the Supplierâ€™s policy and shall protect the Supplierâ€™s interests with the diligence of a responsible businessperson.Â 3.3 Â The Distributor has no authority to act in the name or on behalf of the Supplier or in any way to bind the Supplier towards third parties, unless previously and specifically authorized in writing to do so by the Supplier.Â Â 13Parties may wish to include certain introductory paragraphs describing the history of their relationship, for example to state that the contract continues a prior relationship.Â 1 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â MODELFORM OF INTERNATIONAL SOLE DISTRIBUTORSHIP CONTRACTÂ 3.4 Â The Distributor may, in exceptional cases in which it is not in a position to buy and resell, propose such business to the Supplier for a direct sale to the customer. For such activity as intermediary the Distributor will receive a commission as set out in Annex II, Â§ 1 (if completed) or otherwise to be agreed upon case by case, to be calculated and paid according to Annex II, Â§ 3. It is expressly agreed that such activity as intermediary, to the extent it remains of an accessory character, does not modify the legal status of the Distributor as a trader acting in its own name and for its own account.Â ArticleÂ 4 Â UNDERTAKING NOT TO COMPETEÂ 4.1 Â Distributor is granted non-exclusive right to market, sell and support business opportunities outside of the â€œexclusive territoryâ€ in a manner consistent with good-faith communication and verbal or written approval from Supplier. Supplier acknowledges that Distributor sells, markets, develops and manufactures ozone technology based products on a global scale. Supplier agrees not to compete nor copy products developed and or sold by Distributor. Distributor agrees not to compete nor copy existing products of Supplier. Distributor may or may not have future product engineering, R & D, manufacturing, and sales of additional ozone and sustainability technologies. If the Distributor business model changes and Distributor begins developing new solutions, Parties are responsible to keep informed and provide transparency to Parties of

developments as part of this â€œgood-faithâ€contractual agreement.Â 4.2 Â The Distributor is entitled to represent, manufacture, market or sell any products which are not competitive15 with the Products, provided he informs the Supplier in advance of such activity and provided the exercise of such activity does not prejudice the fulfilment of its obligations under this contract.Â 4.3 Â The Distributor declares that it represents (and/or manufactures, markets or sells, directly or indirectly) on the date on which this contract is signed the products listed in Annex III.Â Article 5 Â SALES ORGANIZATIONÂ The Distributor shall set up and maintain an adequate organization for sales and, where appropriate, after-sales service, with all means and personnel as are reasonably necessary in order to ensure the fulfilment of its obligations under this Contract for all Products and throughout the Territory.16Â Article 6 Â MARKETING STRATEGIES â€” ADVERTISING AND FAIRSÂ 6.1 Â The parties shall discuss in advance the marketing programme for each year. All advertising materials, including digital, must be approved by the Supplier in advance. The costs of agreed advertising and other marketing activities shall be shared between the parties in accordance with Annex IV, Â§ 1 (if completed); otherwise each party will bear the marketing expenses it has incurred. Each year Supplier pays the distributor a contribution in the costs for Advertising & Promotion of 5 % paid annually based off of gross sales.Â 6.2 Â The Supplier shall provide Distributor, at Supplierâ€™s discretion, with brochures, leaflets, technical and commercial information on the Products, as a support for its marketing activity. Parties shall agree on sharing possible costs of translation and adaptation of such materials. All promotional materials delivered shall remain the exclusive property of Supplier, undertaking Distributor to return them to Supplier upon contract termination.Â 6.3 Â The parties shall agree on their participation in fairs, exhibitions, and other promotional activities within the Territory. The costs of the Distributorâ€™s participation in such fairs, exhibitions and other promotional activities shall be apportioned between the parties as indicated in Annex IV, Â§ 2.Â 6.4 Â The parties may agree on a detailed marketing strategy on the basis of the indications contained in AnnexÂ V.17Â Â 14The distributor is therefore free to market competing products in other territories. In special situations (e.g., where a relationship between the distributor and a particular competitor of the supplier would substantially impair the confidence between the parties or negatively affect the protection of confidential information), the parties may agree to extend the non-competition obligation beyond the contractual territory.15In certain cases the parties may wish to extend the non-competition obligation to the sale of non-competing products supplied by a manufacturer who is a competitor of the supplier. Such prohibition may be justified in cases where a relationship with a competitor of the supplier may impair the confidence between the parties and/or conflict with the need to protect confidential information.16The parties may specify in more detail the obligations to be performed: e.g., the nature of the sales premises, qualifications of tech- nical staff, number of sub-distributors, etc. (see also Article 15.2, below). They may also, if appropriate, cover this subject matter in a separate contract.17The parties may agree on certain marketing rules such as the Consolidated ICC Code of Advertising and Marketing Communication Practice published on 01/08/2011, available at http://www.iccwbo.org/advocacy-codes-and-rules/document-centre/2011/advertis- ing-and-marketing-communication-practice-(consolidated-icc-code)/Â Â ArticleÂ 7 Â CONDITIONS OF SUPPLY â€” PRICESÂ 7.1 Â The Supplier shall supply all Products ordered, subject to their availability, and provided payment of the Products is adequately warranted. The Supplier may not unreasonably reject orders received from the Distributor; in particular, a repeated refusal of orders contrary to good faith (e.g. if made for the purpose of hindering the Distributorâ€™s activity) shall be considered as a breach of contract by the Supplier.Â Â The Supplier agrees to make its best efforts to fulfil the orders it has accepted.18Â 7.2 Â The prices payable by the Distributor shall be those set forth in the Supplierâ€™s price list in force at the time the order is received by the Supplier with the discount, delivery conditions and lead time indicated in Annex VI, Â§ 2.20 Unless otherwise agreed, such prices are subject to change at any time, subject to six monthâ€™s notice.21Â 7.3 Â The Distributor agrees to comply, with the utmost care, with the terms of payment agreed upon between the parties.22Â 7.4Â It is agreed that the Products delivered remain the Supplierâ€™s property until the Supplier has received payment in full.23Â ArticleÂ 8 Â SALES TARGETS â€” GUARANTEED MINIMUM TARGET24Â 8.1 Â The parties may agree annually on the sales targets for the forthcoming year. The first ittiration to be completed no later than January 31st and not before January 1st.Â 8.2 Â The parties shall make their best efforts to attain the targets agreed upon, but the non-attainment shall not be considered as a breach of the contract by a party, unless that party is clearly at fault.Â 8.3 Â In Annex VII the parties may agree on a Guaranteed Minimum Target and on the consequences of its non- attainment.Â Article 925 Â SUB-DISTRIBUTORS OR AGENTSÂ 9.1 Â The Distributor may appoint sub-distributors or agents for the sale of the Products in the Territory, provided the Distributor informs the Supplier before the engagement.Â 9.2 Â The Distributor shall be responsible for its sub-distributors or agents.Â Article 10 Â SUPPLIER TO BE KEPT INFORMEDÂ 10.1 Â The Distributor shall exercise due diligence to keep the Supplier informed about the Distributorâ€™s activities, market conditions and the state of competition within the Territory. The Distributor shall answer any reasonable request for information made by the Supplier.26Â 10.2 Â The Distributor shall exercise due diligence to keep the Supplier informed about: (i) the laws and regulations which are applicable in the Territory and relate to the Products (e.g. import regulations, labelling, technical specifications, safety requirements, etc.), and (ii) as far as they are relevant for the Supplier, the laws and regulations concerning the Distributorâ€™s activity.Â Â 18It is understood that the Supplier is not obliged to supply the Products whenever their sale to the Distributor is prohibited under the applicable law (e.g. in case of sanctions, embargo, etc.).19This is the more frequently used solution, which corresponds to the needs of the Supplier. However, the Distributor may not agree with all the provisions of general conditions drafted by the Supplier, and may ask to modify clauses it considers too much in favour of the other party. Parties may also wish to consult the General Conditions of the ICC Model International Sale Contract, ICC Publication No. 738, available for sale at: http://www.iccbooks.com/Product/ProductInfo .aspx?id=68620The parties may incorporate the current price list (or a special price list) in Annex I, together with the list of contractual products.21It is usual that the supplier retains the right to modify prices, provided he or she gives an appropriate notice. However, an abuse of this right (e.g., an unjustified price increase with respect to a particular distributor) may conflict with Article 2. In order to avoid abus- es, parties may agree that the distributor will be granted the most-favored customer condition.22Payment conditions will normally be governed by the Supplierâ€™s general conditions of sale, or agreed upon case by case. Parties may however decide to expressly agree in the Contract on the payment conditions to be applied to future sales to the Distributor (e.g. payment by documentary credit, payment on open account possibly backed by a bank guarantee, payment by documentary collec- tion). For further details, consult the ICC Model International Sale Contract, ICC Publication No. 738, available for sale at: http://www. iccbooks.com/Product/ProductInfo .aspx?id=686.23The effectiveness of this clause depends on the law applicable in the country where the goods are, and may therefore be invalid in certain countries.24A distinction is made between a â€˜sales targetâ€™ (Articles 8.1 and 8.2) the non-

attainment of which does not, in principle, involve a con- tract breach, and a â€˜guaranteed minimum targetâ€™ (Article 8.3), which implies a possible contract termination (or other consequences) in case of non-attainment. The sales target is meant to give a realistic objective to pursue, whilst the guaranteed minimum should be the ultimate sanction against a distributor who is failing in the performance of its task. If the parties wish to agree upon such â€˜guaran- teed minimum targetâ€™, they must fill in Annex VII.25In certain circumstances it may be advisable to add a clause providing that each party agrees not to engage subagents and/or em- ployees of the other party.26Parties are advised explicitly to address whether or not the customer list is included in the information obligation. 3 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â MODELFORM OF INTERNATIONAL SOLE DISTRIBUTORSHIP CONTRACTÂ Article 11 Â RESALE PRICESÂ The Distributor is free to fix the resale prices of the Products, with the only exception of maximum sales prices that the Supplier may impose. The Supplier may indicate â€œnon bindingâ€ resale prices, provided this does in no way limit the Distributorâ€™s right to grant lower prices.Â Article 12 Â SALES OUTSIDE THE TERRITORY â€” INTERNETÂ Â 12.1A27Ã¡ Â Ã¡ Â TheDistributor agrees not to actively promote sales (e.g. through advertising, establishing branches or distribution depots) outside thecontractual Territory reserved by the Supplier exclusively for itself or allocated by the Supplier to other exclusive distributors orbuyers.29 Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â 12.2 Â The Distributor may promote the Products through the Internet, but may not use the Supplierâ€™s trademarks, trade names, symbols and other Intellectual property rights without previously agreeing in writing with the Supplier the details of such use. The pricing will also not be published online without prior consent..30Â ArticleÂ 13 Â SUPPLIERâ€™S TRADEMARKS, TRADE NAMES AND SYMBOLSÂ 13.1 Â The Distributor shall use the Supplierâ€™s trademarks, trade names and symbols for the purpose of identifying and advertising the Products, within the scope of this Contract.Â 13.2 Â The Distributor shall not register nor have registered on its behalf any trademarks, trade names, or symbols of the Supplier (or which are confusingly similar with the Supplierâ€™s), or use such as domain names or metatags, in the Territory or elsewhere.31Â 13.3 Â The right to use the Supplierâ€™s trademarks, trade names and symbols, as provided for under the first paragraph of this Article, shall cease immediately for the Distributor, on the expiration or termination, for any reason, of the present Contract.Â 13.4 Â The Distributor shall notify the Supplier of any infringement of the Supplierâ€™s trademarks, trade names and symbols as well as of any act of unfair competition or illegal trade practice in relation thereto that comes to its attention.Â ArticleÂ 14 Â CONFIDENTIAL INFORMATIONÂ Â Each party agrees not to disclose to third parties any Confidential Information disclosed to it by the other party in the context of this Contract in conformity with the ICC Model Confidentiality Clause at Annex VIII. This Article 14 survives the termination of this Contract.Â Article 15 Â STOCK OF PRODUCTS AND SPARE PARTS â€” AFTER SALES SERVICE Â 15.1 Â The Distributor agrees to maintain at its own expense, for the whole term of this Contract, a stock of Products and spare parts (on consignment) sufficient for the normal needs of the Territory, and in any case at least as indicated in Annex IX.Â 15.2 Â The Distributor agrees to provide after sales service according to the terms and conditions set out in Annex IX, provided such Annex has been completed.Â Â 27This clause is in accordance with Regulation 330/2010 and should therefore be used within the European Union. It may be useful to underline that under Regulation 330/2010 the distributor cannot be prevented from selling in territories that have not been reserved to the Supplier or granted to others on an exclusive basis.28This alternative is contrary to EU antitrust law, and should therefore be avoided in contracts with distributors of the European Union. This means that the29distributor must remain free to accept unsolicited orders from customers established outside the Territory (passive sales).30The Supplier is entitled to ensure that the use by the Distributor of Supplierâ€™s trademarks for promoting the contractual products fully complies with Supplierâ€™s prescriptions. However, using this right for the purpose of hindering the Distributor in its recourse to the Internet might be considered a restriction of competition.31It is of course preferable that the supplier registers its trademarks in the distributorâ€™s country. However if this is not possible (or too expensive), it is in any case important to provide an express prohibition, since under most trademark laws a registration made in breach of an express agreement may be invalidated. Moreover the prohibition also covers trademarks which are confusingly similar.Â 4 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â ICC MODEL CONTRACT | DISTRIBUTORSHIPÂ Article 16 Â SOLE DISTRIBUTORSHIPÂ 16.1 Â The Supplier shall not, during the term of this Contract, grant any other person or undertaking (including a subsidiary of the Supplier) within the Territory the right to represent or market the Products. The Supplier shall furthermore refrain from selling to customers established in the Territory, except pursuant to the conditions set out under Article 17 hereafter.32Â Â Â 32 Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Article 17 Â DIRECT SALESÂ 17.1 Â The Supplier shall be entitled to deal directly with the special customers listed in Annex II, Â§ 2; in respect of the sales to such customers the Distributor may be entitled to a commission, if any, as provided for in Annex II, Â§ 2. This article shall not apply if Â§ 2 of Annex II (Special customers commission) has not been completed by the parties.Â 17.2 Â Whenever a commission is due to the Distributor, it shall be calculated and paid according toÂ ArticleÂ 18 Â DISTRIBUTOR TO BE KEPT INFORMEDÂ 18.1 Â The Supplier shall provide the Distributor free of charge with all documentation relating to the Products (brochures, etc.) reasonably needed by the Distributor for carrying out its obligations under the Contract.33 The Distributor shall return to the Supplier, at the end of this Contract, all documents that have been made available to it by the Supplier and that remain in its possession.Â 18.2 Â The Supplier shall provide the Distributor with all other information reasonably needed by the Distributor for carrying out its obligations under the Contract including without limitation any information regarding a material decrease in its supply capacity.Â 18.3 Â The Supplier shall keep the Distributor informed of any relevant communication with customers in the Territory. If the Supplier expects that its capacity of supply will be significantly lower than that which the Distributor could normally expect, it will inform the Distributor within a reasonable time.Â 18.4 Â Supplier guarantees Distributor that the Products are certified en meet all legal requirements within the Territory. In case local authorities within the Territory opposes against the sales of the Products in their country or prohibit sales for whatever reason, both Distributor and Supplier will try to solve the problem. All legal costs as well as costs of necessary research in order to obtain a license/permit will be born by Supplier. Supplier has closed a sufficient Products Liability Insurance and confirms that Distributor is beneficiary on that policy for the sales within the Territory. In case of product-recall Supplier and Distributor shall inform each other immediately and both try to solve the problem. All costs of a product-recall will be born by Supplier.Â Â 32This alternative is contrary to EU antitrust law, and should therefore be avoided in contracts with EU distributors, as well as in con- tracts with distributors outside the European Union, if there is a risk that they might resell (in absence of the clause) within the EU.33Parties may further specify in the contract if such documentation should be adapted to the distributorâ€™s market or if the distributor should make the necessary modifications at its own expense.Â 5 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â MODELFORM OF INTERNATIONAL SOLE DISTRIBUTORSHIP CONTRACTÂ Article 19 Â TERM OF THE CONTRACTÂ Â 19.1A34 Ã¡Â Â

Â Ã¡ Â This Contract enters into force on _____and shall remain in force until terminated according to Articles 19.2 or 20, but shall in any case expire (if not terminated earlier)after a period of five years from the date of its entry into force. The parties agree to meet at least three months before the end ofthe five yearsâ€™ period in order to discuss the possibility of entering into a new contract after its expiration.Â _____ Â _____Â Â 19.2A Ã¡Â Â Â Â Â This Contract may be terminated by either partyat any time by notice given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with returnreceipt, special courier), not less than 4 months in advance. If the Contract has been replaced by a new contract after the five yearsâ€™period, the period of notice will be 6 months.36 The end of the period of notice must coincide with the end of a calendarmonth.Â Â Â Â Â ArticleÂ 20 Â EARLIER TERMINATIONÂ 20.1 Â Each party may terminate this Contract with immediate effect, by notice given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with return receipt, special courier), in case of a substantial breach by the other party of the obligations arising out of the Contract, or in case of exceptional circumstances justifying the earlier termination.Â 20.2 Â Any failure by a party to carry out all or part of its obligations under the Contract resulting in such detriment to the other party as to substantially deprive such other party of what it is entitled to expect under the Contract, shall be considered a substantial breach for the purpose of Article 20.1. above. Circumstances in which it would be unreasonable to require the terminating party to continue to be bound by this Contract, shall be considered as exceptional circumstances for the purpose of Article 20.1. above.Â 20.3 Â The parties hereby agree that the violation of the provisions under Articles 4 (Undertaking not to compete), 7.5 (Respect of agreed payment conditions) and 13.2 (Unauthorized registration of the suppliersâ€™ trademarks by the distributor) and 16 (respect of exclusive rights by the supplier)38 of the present Contract is to be considered, as a substantial breach of the Contract. Moreover, any violation of the contractual obligations may be considered as a substantial breach, if such violation is repeated notwithstanding a request by the other party to fulfil the contractual obligations.Â Â 34This alternative A has been worked out in order to comply with the EU antitrust rules. Since Regulation 330/2010 does not allow the non-competition clause (Article 4 of the model contract) to last for more than five years and since this clause is essential for the per- formance of the contract, Article 19.A limits the contract duration to a maximum period of five years. Of course the parties may enter into a new contract at the end of the five-year period.35This alternative B is very similar to option A: the only difference is that the clause does not foresee the maximum duration of 5 years requested by EU antitrust law. This clause should be considered as complying with the EU antitrust rules if the market share of each of the parties does not exceed 15% on any of the relevant markets affected by the agreement (see Commission notice on agreements of minor importance, 2014/C 291/01). 36The parties may of course agree on shorter or longer periods of notice. It is however recommended that the period should be long enough to allow the parties to adapt themselves to the new situation created by the termination. This necessity should in particular be taken into account when the distributor agrees to make substantial investments specifically for the sale of the goods of the Supplier37This alternative C may also be used when the parties wish to have a trial period. If they wish that after such period the contract will be for an indefinite time, they must change appropriately article 19.2.38The parties may make reference here to those articles for which a breach is considered of particular importance. This may be the case for Articles 4 (undertaking not to compete), 7.5 (respect of agreed payment conditions), 8.3 (guaranteed minimum target: if agreed), 13.2 (unauthorized registration of the manufacturerâ€™s trademarks by the distributor) and 16 (respect of exclusive rights by the manu- facturer). It is recommended that the use of this Article be limited to really important obligations only.Â Â 20.4 Â Furthermore, the parties agree that the following situations shall be considered as exceptional circumstances which justify the earlier termination by the other party: bankruptcy, moratorium, receivership, liquidation or any kind of arrangement between debtor and creditors,39 or any other circumstances which are likely to affect substantially one partyâ€™s ability to carry out its obligations under this Contract.Â 20.5 Â If the parties have filled in Annex XI, the Contract may also be terminated by the Supplier with immediate effect in case of change of control, ownership and/or management of the Distributor company, according to the provisions set forth in Annex XI. This also applies for a change within the Distributor; in case of a change within Supplier Supplier guarantees Distributor that this contract shall be executed till the end-date on the same conditions whereby Distributor will get the best prices.40Â 20.6 Â If a party terminates the Contract according to this Article, but it is thereafter ascertained that the reasons put forward by that party did not justify the earlier termination, the termination will be effective, but the other party will be entitled to damages for the unjustified earlier termination. Such damages will be equal to the gross profits of the sale of the Products for the period the Contract would have lasted in case of normal termination, based on the turnover of the preceding year, unless the damaged party proves that the actual damage is higher (or, respectively, the party having terminated the Contract proves that the actual damage is lower). The above damages are in addition to the indemnity which may be due under Article 21.Â ArticleÂ 21 Â GOODWILL INDEMNITYÂ Â Â Â 21 B Ã¡Â Â Â Â Â Â Â 21.1In case of termination by the Supplier for reasons other than a substantial breach by the Distributor, the latter shall be entitled to an indemnity according to Annex XII. Â Â Â Â Â Â Â Â 21.2The goodwill indemnity under this Article 21 (â€œContractual Indemnityâ€) is in lieu of any goodwill indemnity or equivalent compensation the Distributor may be entitled to by virtue of rules of law applicable to the present Contract (â€œStatutory Indemnityâ€) and will consequently replace such Statutory Indemnity (if any). However, in case the Distributorâ€™s right to the Statutory Indemnity cannot be validly replaced by the Contractual Indemnity under the applicable law, Article 21.1 will not apply and the Distributor will be entitled to the Statutory Indemnity in lieu of the Contractual Indemnity set out in this Article 21.1 hereabove. Â Â Â Â Â Â Â Â Â 21.3The above provision does not affect the Distributorâ€™s right to claim damages for breach of Contract as far as the termination by the Supplier amounts to such a breach, and is not already covered by Article 20.6 Â Â Â Â Â Â Article 22 Â RETURN OF DOCUMENTS AND PRODUCTS IN STOCKÂ 22.1 Â Upon expiry of this Contract the Distributor shall return to the Supplier all promotional material and other documents and samples which have been supplied to it by the Supplier and are in the Distributorâ€™s possession.Â 22.2 Â At the Distributorâ€™s option, the Supplier will buy from the Distributor all Products the latter has in stock, provided they are still currently sold by the Supplier and are in new condition and in original packaging, at the price originally paid by the Distributor. Products not so purchased by the Supplier must be sold by the Distributor in accordance with the Contract on usual terms.Â Â 39Although provisions of this kind are commonly found in distributorship and agency agreements, it should be reminded that in several countries clauses which provide for the earlier termination in case of bankruptcy or similar proceedings are unlawful under such law. In cases where the40distributor is a company, the supplier may have entered into the contract in reliance on a particular individual remaining active within the organization. Annex XI can be completed to cover this situation.41This provision may be contrary to mandatory rules of certain countries. See,

Introduction, Â§542This broad definition is meant to cover any compensation to be paid in case of contract termination, independent from a breach of contract by the supplier, including payments that are no defined as an â€˜indemnityâ€™ or â€˜goodwill indemnityâ€™.Â 7 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â MODELFORM OF INTERNATIONAL SOLE DISTRIBUTORSHIP CONTRACTÂ ArticleÂ 23 Â RESOLUTION OF DISPUTESÂ 23.1 Â The parties may at any time, without prejudice to Article 23.2, seek to settle any dispute arising out of or in connection with this Distributorship Contract in accordance with the ICC Mediation Rules.43Â Â 23.2A Ã¡ ArbitrationÂ Â Â Â Â Â Subject to Art 23.1, all disputes arising out of or in connection with the present distributorship Contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.44 Â Â _____ _____Â Article 24 Â APPLICABLE LAWÂ 24 A Ã¡ General principles Â Â 24 B Ã¡ National lawÂ Â Â Â Â Â 24.1Any questions relating to this Contract which are not expressly or implicitly settled by the provisions contained in this Contract shall be governed, in the following order: Â 24.1This Contract is governed by the laws of _____Â (name of the country the law of which is to apply)45 regardless of the conflict of law rules of that country. Â Â Â Â Â Â Â (a)by the principles of law generally recognized in international trade as applicable to international distributorship contracts, Â Â Â Â Â Â Â Â Â Â (b)by the relevant trade usages, and Â Â Â Â Â Â Â Â Â Â (c)by the UNIDROIT Principles of International Commercial Contracts, with the exclusion â€” subject to the second paragraph of this clause â€” of national laws. Â Â Â Â Â Â Â Â Â Â The parties agree that in any event consideration shall be given to mandatory provisions of the law of the country where the Distributor is established which would be applicable even if the Contract is governed by a foreign law (overriding mandatory rules). Any such provisions will be taken into account to the extent they embody principles which are universally recognized and provided their application appears reasonable in the context of international trade. Â Â Â Â Â Â Â Â Â 24.2 Â The sale contracts concluded between the Supplier and the Distributor within this Distributorship Contract will be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and to the extent that such questions are not covered by CISG and that no applicable law has been agreed upon, by reference to the law of the country where the Supplier has its business.Â Article 25 Â AUTOMATIC INCLUSION UNDER THE PRESENT CONTRACT Â 25.1 Â If the parties have not made a choice between the alternative solutions provided in Articles 12, 16.2, 16.3, 19, 21, 23.2 and 24.1 under the letters A and B, by deleting one of the alternatives, and provided they have not expressly made a choice by other means, alternative A shall be considered applicable. Â Â Â 25.2 Â The Annexes attached to this model form an integral part of the Contract. Annexes or parts of Annexes which have not been completed will be effective only to the extent and under the conditions indicated in this Contract. Â Â 43The ICC Mediation Rules can be found on the web site http://www.iccwbo.org/products-and-services/arbitration-and-adr/mediation/rules/. Parties44should choose whether to appoint one or more arbitrators45This model form has been prepared on the assumption that it would not be governed by a specific national law (as stated in alter- native A of Article 24.1.). If the parties prefer nevertheless to submit the agreement to a national law, they should carefully check in advance, if the clauses of the model conform to the mandatory provisions of the law they have chosen. 8 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â ICCMODEL CONTRACT | DISTRIBUTORSHIPÂ Article 26 Â PREVIOUS AGREEMENTS â€” MODIFICATIONS â€” NULLITY â€” ASSIGNMENT Â 26.1 Â This Contract replaces any other preceding agreement between the parties on the subject, except for any preexisting confidentiality agreements. Â 26.2 Â No addition or modification to this Contract shall be valid unless agreed in writing. However, a party may be precluded by its conduct from asserting the invalidity of additions or modifications not made in writing to the extent that the other party has relied on such conduct. Â Â Â 26.3 Â If any provision or clause of this Contract is found to be null or unenforceable, the Contract will be construed as a whole to effect as closely as practicable the original intent of the parties; however, if for good cause, either party would not have entered into the Contract knowing the interpretation of the Contract resulting from the foregoing, the Contract itself shall be null. Â Â Â 26.4 Â The present Contract cannot be assigned without the prior written agreement of the parties. Â Article 27 Â AUTHENTIC TEXT Â Â Â Â Â The English text of this Contract is the only authentic text.46Â Â Â Made in The Netherlands on the 10-09-2024 Â Â Â Â Â Â Â Â The Supplier CleanCore Solutions Inc. Â (1) Â Â Â Â Â Â Â Â Â Â The Distributor Consensus B. V. Â (2) Â Â Â Â (1) /s/ Clayton Adams Â Â Â Â Â (2) /s/ Â Â Â 46If the contract is written in another language, this clause should of course be modified to indicate the language of the contract.Â 9 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â Annex IPRODUCTS AND TERRITORY(Article 1.1)Â Â§ 1 PRODUCTS Â Â Â Power caddy, Power MINIcaddy, 3.0 Fill station, 1.0 Fill station, CCS Ice Machine Â Â Â Â Â Â Â Â Â Â If this paragraph 1 of Annex I has not been filled in, all products manufactured and/or sold by the Supplier at present and in the future shall be considered as â€œProductsâ€ for the purpose of this Contract.47 Â Â Â§ 2 TERRITORY Â Â Â European Union, United Kingdom, Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates Â Â Â Â Â Â Â Â Â If this paragraph 2 of Annex I has not been filled in, the whole territory of the country where the Distributor has its place of business will be considered as â€œTerritoryâ€ for the purpose of this Contract. Â Â Â§ 3 CONTRACTUAL CUSTOMERS48 Â The categories of customers to which this distributorship agreement applies are all customers established in the Territory, except the following Excluded Customers: Â Â Â â— duty free shops Â Â Â â— third-party web portals Â Â Â â— public administration bodi Â Â Â â— _____(other) Â Â Â Excluded Customers remain outside the scope of the distribution contract and in particular of the exclusivity granted in Article 16 and of the right to commission under Article 17. Â Â Â Â Â Â Â If this paragraph 3 of Annex I has not been filled in, all the customers in the Territory will be considered as â€œContractual Customers â€ for the purpose of this contract. Â Â Â 47 If the parties choose this solution (including any future products in the contract) problems may arise in case of conflict between new products from the Supplier and products of other manufacturers already represented by the Distributor. If such problems are foresee- able, the parties should define appropriate rules for solving the conflict. 48 Parties may define market segments here or withdraw individual customers who are already customers of the Supplier. Â 10 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â Annex IICommission on direct salesÂ Â§ 1 NORMAL COMMISSION (ARTICLE 3.4.) Â Â Â When acting as an intermediary, in conformity with Article 3.4., the Distributor is entitled to a commission of _____% Â Â Â§ SPECIAL CUSTOMERS COMMISSION (ARTICLE 17)49 Â Â Â On all direct sales to the following customers the Distributor is entitled to the following commission: Â Â Â

_____.Â Â Â Â Â Â Â _____% Â Â Â

_____.Â Â Â Â Â Â Â _____% Â Â Â

_____.Â Â Â Â Â Â Â _____% Â Â Â

_____.Â Â Â Â Â Â Â _____% Â Â Â Â§ 3

CALCULATION AND PAYMENT OF COMMISSIONÂ Â 3.1 Commission shall be calculated on the EXW IncotermsÂ® rule reference value, irrespective of the Incoterms rule chosen in the contract of sale.50 Â Â Â Â 3.2 The Distributor shall acquire the right to commission after full payment by the customers of the invoiced price. In case of partial payment made in compliance with the sales contract, the Distributor shall be entitled to a proportional payment. Â Â Â Â 3.3 Except as otherwise agreed, the commission shall be calculated in the currency of the sales contract in respect of which the commission is due. Â Â Â Â 3.4 To the extent allowed by applicable law, any taxes imposed on the Distributorâ€™s commission in the Territory are for the Distributorâ€™s account. Â Â Â 49 If the supplier wishes to include further customers in this list, he or she will require the agreement of the distributor. Parties may provide that in such case the supplier pays a goodwill indemnity on the turnover of such customers, if they have been acquired previous- ly by the distributor. 50 Please note that the ICC does not recommend the IncotermsÂ® EXW as the selected trade term for international sales. Â 11 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â Annex IIIProducts and suppliers represented bythe distributor(Article 4.3)Â The Distributor hereby declaresthat it represents (and/or manufactures, markets or sells, directly or indirectly) on the date on which this Contract is signed, thefollowing products for the following suppliers:Â SUPPLIER Â PRODUCTS Â Â Â ENOZO TECHNOLOGIES Â ENOZO PRO/ HOME/ WASH/ ECO- I CE and Cartridge/ ETC Â Â Â QUAIL SYSTEMS Â QUAIL NANOZONE WASH/ OZ Portable/ OZ PRO/ Vortex/ ETC Â Â Â O3 WATER WORKS Â O3 Laundry/ Laundry +PLUS Â Â Â CONSENSUS GROUP Â Consensus Spraybottle Domestic and Pro/ E- ICE Units Â Â Â _____ Â Agricultural and medical ozone technology related products Â Â Â _____ Â _____ Â 12 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â ICC MODEL CONTRACT | DISTRIBUTORSHIPÂ Annex IVAdvertising, fairsand exhibitions(Article 6)Â Â§ 1 ADVERTISING AND OTHER MARKETING EXPENSES (ARTICLE 6.1) Â Â Â Except as otherwise agreed in writing, the costs of agreed advertising and other marketing expenses shall be shared between the parties as follows: Â Â Â Supplier:_____% Â Distributor:_____% Â Â Â If the spaces left blank in the above paragraph are not filled in by the parties, each party will bear the advertising costs it has incurred. Â Â Â§ 2 FAIRS AND EXHIBITIONS (ARTICLE 6.3) Â Â Â Except as otherwise agreed in writing, the costs for participation in fairs and exhibitions shall be shared between the parties as follows: Â Â Â Supplier:_____% Â Distributor:_____% Â Â Â If the spaces left blank in the above paragraph are not filled in by the parties, each party will bear the advertising costs it has incurred. Â 13 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â Annex VMarketing strategies(Article 6.4)Â Â§ 1 NOTE TO SUPPLIER AND DISTRIBUTOR Â Â Â Please provide your views to adapt this Annex to your Product and target market. Â Â Â§ 2 MARKET RESEARCH Â Â Â Distributor undertakes to accomplish during the six-month term following the date this Contract enters in force and to provide the Supplier, with a market research, whose minimum scope shall be the following: Â Â Â â— Market trend for the Products in the Territory. Â Â Â Â â— Product sales in the last three years in the Territory. Â Â Â Â â— Identification of different market segments. Â Â Â Â â— Key factors for customer demand, per market segment. Â Â Â Â â— Comparative analysis with existing competing Products. Â Â Â Â â— Identification of key opinion leaders, purchase advisors and distribution channels. Â Â Â Â â— Forecast for similar products for the current year. Â Â Â§ 3 MARKETING STRATEGIES Â Â Â Please summarize Distributorâ€™s commitments concerning market approach, i.e.: Â Â Â â— Exhibiting the Products in the major exhibitions held in the Territory (if there is any of special relevance for this sector, please indicate); Â Â Â Â â— Advertising and advertising rules such as the Consolidated ICC Code of Advertising and Marketing Communication Practice published on 01/08/2011, available at http://www.iccwbo. org/advocacy-codes- and-rules/document-centre/2011/advertising-and-marketing- communication-practice-(consolidated-icc- code)/ ; Â Â Â Â â— Carrying out Product demonstrations; Â Â Â Â â— Drafting technical reviews for specialised media; Visiting Â Â Â Â â— key opinion leaders; Â Â Â Â â— Etc. Â Â Â§ 4 TRAINING COMMITMENTS Â Â Â Distributor shall maintain competent and skilled staff properly trained by the Supplier to promote, sell and maintain an adequate after sales service for the Products (please clarify the SupplierÂ´s contribution to this training in terms of cost, venue, term, etc). Â Â Â§ 5 DISCLOSURE COMMITMENTS Â Â Â Distributor shall provide Supplier on a half-yearly basis Â Â Â â— A six-month forecast of sales. Â Â Â Â â— A half-yearly sales action plan for the Territory. Â Â Â Â â— A report of sales in the Territory by channel for the previous half-year. Â Â Â 14 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â ICC MODEL CONTRACT | DISTRIBUTORSHIPÂ Â Annex VIConditions of sale â€” Discounts(Article 7)Â Â§ 1 SUPPLIERâ€™S GENERAL CONDITIONS OF SALE Â Â Â To be annexed to the Contract. Â Â Â The Supplierâ€™s conditions of sale shall apply only if they have been annexed to this document, or if they have been otherwise transmitted in writing to the Distributor for the purposes of this Contract. Â Â Â§ 2 SPECIFIC DISCOUNTS AND/OR CONDITIONS GRANTED TO THE DISTRIBUTOR. Â Â a) The Distributor is granted a discount of .... % on the list prices referred to in Article 7.4. Â Â b) Unless otherwise agreed, all sales are executed in accordance with the IncotermsÂ® rule_____ in the version current at the date of conclusion of the sales contract. Â Â c) The lead time shall be ..... days. Lead time means the period of time between the date of receipt of any accepted order and the date of shipment of the Products, irrespective of the IncotermsÂ® rule agreed upon. Â Â Â If the space left blank in the above paragraph is not filled in by the parties, and provided there is no special list price for distributors, the Distributor will be entitled to the discount normally granted by the Supplier to distributors being in the same situation for similar quantities of Products. Â Â Â§ 3 TERMS OF PAYMENT Â Â Â The parties may choose between the following terms of payment: Â Â a) by deferred payment (with â€¦.. days from date of invoice) Â Â b) to be agreed upon case by case in the individual contract of sale Â Â c) Other:_____ Â Â Â Â Â Â Â In addition, the parties have agreed on the following payment securities, if any: Â Â Â Â Â Â Â If neither paragraph 1 of this Annex VI is applicable, nor this paragraph 3 of Annex VI has been completed by selecting one of the alternatives and no other agreement on terms of payment has been made in writing, alternative A (with 30 days from date of invoice) shall apply. Â 15 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â Annex VIIGuaranteed minimum target(Article 8.3)Â This Annex VII is applicable only if the parties havefixed the minimum target by filling in one of the alternatives hereafter.Â The Distributor undertakes, during each year, to placeorders for not less than:Â _____(amountin money)51Â _____(amountin Products)Â If at the end of the year the aboveGuaranteed Minimum Target has not been attained, unless the Distributor shows that it cannot be held responsible for such non-attainment,the Supplier shall be entitled, subject to giving one monthâ€™s notice, at its choice, to terminate this contract, or to cancel theDistributorâ€™s exclusivity, or to reduce the extent of the Territory or the range of the Products. This right must however be exercisedin writing not later than two months after the end of

the year in which the Guaranteed Minimum Target has not been attained.Â Unless the parties hereafter agreeon different figures, the Guaranteed Minimum Target indicated above shall also be applicable for each year of the duration (includingthe case of renewal) of this Contract.Â Â Â 51If this alternative is chosen, care should be taken in order to avoid the agreed sum being automatically reduced (from year to year) as a consequence of inflation, e.g., by providing a yearly increase.Â 16 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â ICC MODEL CONTRACT | DISTRIBUTORSHIPÂ Â Annex VIIIICC Model Confidentiality clause 2006(Article 14)Â 1.1 Â Â â€œAgreementâ€ means the contract incorporating this Clause. Â Â Â Â Â â€œPurposeâ€ means the purpose of the Agreement. Â Â Â Â Â â€œDisclosing Partyâ€ means the Party disclosing Confidential Information to the Receiving Party. â€œPermitted Â Â Â Â Â Recipientsâ€ means any director, officer, employee, adviser or auditor of the Receiving Party or any of its Related Companies who reasonably needs to know Confidential Information for the Purpose. Â Â Â Â Â â€œReceiving Partyâ€ means the Party receiving Confidential Information from the Disclosing Party. â€œRelated Companyâ€ Â Â Â Â Â means any corporation, company or other entity that controls, or is controlled Â by, one Party or by another Related Company of that Party, where control means ownership or Â control, direct or indirect, of more than fifty (50) per cent of that corporationâ€™s, companyâ€™s or other entityâ€™s voting capital. Â Â Â Â Â â€œConfidential Informationâ€ means any information or data, or both, communicated by or on behalf of the Disclosing Party to the Receiving Party, including, but not limited to, any kind of business, commercial or technical information and data in connection with the Purpose, except for such information that is demonstrably non-confidential in nature. The information shall be Confidential Information, irrespective of the medium in which that information or data is embedded, and whether the Confidential Information is disclosed orally, visually or otherwise. Confidential Information shall include any copies or abstracts made of it as well as any products, apparatus, modules, samples, prototypes or parts that may contain or reveal the Confidential Information. Confidential Information is limited to information disclosed on or after the date of signature of this Agreement. Â Â Â Â Â The Receiving Party shall: Â Â Â Â Â not disclose any Confidential Information to anyone except to the Permitted Recipients, who are bound to the same level of confidentiality obligations as set forth by this Clause; Â Â Â 1.2 Â use any Confidential Information exclusively for the Purpose; and Â Â Â Â a) keep confidential and hold all Confidential Information with no less a degree of care as is used for the Receiving Partyâ€™s own confidential information and at least with reasonable care. b)Â Â Â Â Â Â Â c) Â Â Â 1.3 Â Any obligation to keep confidential all Confidential Information shall not apply to the extent that the Receiving Party can prove that any of that information: Â Â Â Â a) was in the Receiving Partyâ€™s possession without an obligation of confidentiality prior to receipt from the Disclosing Party; Â Â Â Â b) is at the time of disclosure, or subsequently becomes, generally available to the public through no breach of this Agreement by the Receiving Party or any Permitted Recipient; Â Â Â Â c) is lawfully obtained by the Receiving Party from a third party without an obligation of confidentiality, provided that third party is not, to the Receiving Partyâ€™s best knowledge, in breach of any obligation of confidentiality to the Disclosing Party relating to that information; or Â Â Â d) is developed by the Receiving Party or its Related Companies independent of any Confidential Information. Â Â Â 1.4 Â Unless otherwise specified by the Disclosing Party at the time of disclosure, the Receiving Party may make copies of the Confidential Information to the extent necessary for the Purpose. Â Â Â 1.5 Â Nothing in this Agreement shall obligate either Party to disclose any information. Â Â Â Â Â Each Party has the right to refuse to accept any information under this Agreement prior to any disclosure. Confidential Information disclosed despite an express prior refusal is not covered by the obligations under this Clause.Â 17 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â Â 1.6 Â Nothing in this Agreement shall affect any rights the Disclosing Party may have in relation to the Confidential Information, neither shall this Agreement provide the Receiving Party with any right or licence under any patents, copyrights, trade secrets, or the like in relation to the Confidential Information, except for the use of Confidential Information in connection with the Purpose and in accordance with this Clause. Â Â Â 1.7 Â The Disclosing Party makes available the Confidential Information as is and does not warrant that any of this information that it discloses is complete, accurate, free from defects or third-party rights, or useful for the Purpose or other purposes of the Receiving Party. Â Â Â Â Â This Clause does not: Â Â Â 1.8 Â create any other relationship between the Parties; oblige a Â Â Â Â a) Party to enter into any other contract; or require Â Â Â Â b) consideration for any information received. Â Â Â Â c) In addition to any remedies under the applicable law,2 the Parties recognize that any breach or violation of any provision of this Clause may cause irreparable harm to the other Party, which money damages may not necessarily remedy. Therefore, upon any actual or impending violation of any provision of this Clause, either Party may obtain from any court of competent jurisdiction a preliminary, temporary or permanent injunction, restraining or enjoining such violation by the other Party or any entity or person acting in concert with that Party. Â Â Â 1.9 Â Within ninety (90) days of termination of this Agreement, the Disclosing Party may request the disposal of the Confidential Information. Disposal means execution of reasonable measures to return or destroy all copies including electronic data. Destruction shall be confirmed in writing. Disposal shall be effected within thirty (30) days of the request being made. Â Â Â 1.10 Â The provisions for disposal shall not apply to copies of electronically communicated Confidential Information made as a matter of routine information technology back-up and to Confidential Information or copies of it that must be stored by the Receiving Party or its advisers according to provisions of mandatory law, provided that this Confidential Information or copies of it shall be subject to continuing obligations of confidentiality under this Agreement; but no further use shall be permitted as from the date of the request. Â Â Â 1.11Â Â Neither Party shall be in breach of this Clause to the extent that it can show that any disclosure of Confidential Information was made solely and to the extent necessary to comply with a statutory, judicial or other obligation of a mandatory nature, afterwards referred to as â€œMandatory Obligationâ€. Where a disclosure is made for these reasons, the Party making the disclosure shall ensure that the recipient of the Confidential Information is made aware of and asked to respect its confidentiality. This disclosure shall in no way diminish the obligations of the parties under this Clause except to the extent that a Party is compelled by any Mandatory Obligation to disclose Confidential Information without restriction. Â Â Â Â Â To the extent permitted by any Mandatory Obligation, the Receiving Party shall notify the other Party without delay in writing as soon as it becomes aware of an enquiry or any process of any description that is likely to require disclosure of the other Partyâ€™s Confidential Information in order to comply with any Mandatory Obligation. Â Â Â 1.12 Â Upon termination, the Receiving Party shall stop making use of the Confidential Information. The obligations of the Parties under this Agreement shall survive indefinitely or to the extent permitted by the applicable mandatory law. Â 18 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â ICC MODEL CONTRACT | DISTRIBUTORSHIPÂ Â Annex IXStock of productsand spare parts(Article 15.1)Â The Distributor agrees to maintain the following minimumstock of Products and spare parts:Â Â Â Â Â Â Â Â Â Â If the Annex here-above is not filledin by the parties, the minimum stock will be determined according to the reasonable requirements for the Territory.Â 19 | INTERNATIONAL CHAMBER OF

COMMERCE (ICC) Â Â Annex XAfter sales service, repairs, warranty(Article 15.2)Â This Annex shall be applicable only if signed by theparties.Â Â 1. The Distributor agrees to provide, at its expense and with its own personnel and technical means, suitable after sales service, which shall extend to all the Products in respect of which such assistance may be required in the Territory. Such after sales service shall be provided in accordance with the standards indicated by the Supplier. Â Â 2. The Supplier shall provide the Distributor with the training necessary to enable the latterâ€™s personnel to provide the above services. The Distributor agrees that, at its own expense, its technical and sales personnel will participate in such relevant training and updating of courses as the Supplier may decide to organize. Â Â 3. Â The Distributor shall carry out free of charge all repairs and replacements provided for in the warranty conditions of the Supplier and shall bear all the expenses of such service. The Supplier shall supply the Distributor with the items or parts needed to replace defective items or parts under the warranty conditions. Â Â 4. After expiration for whatever reason of this Contract the Distributor shall discontinue any after sale or warranty Â service, unless otherwise agreed upon in writing between the parties. Any request Â from the customers shall be transmitted by the Distributor to the persons indicated by the Supplier. Â Â Â The Supplier Â Â Â _____ Â Â Â The Distributor Â _____ Â 20 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â ICC MODEL CONTRACT | DISTRIBUTORSHIPÂ Â Annex XIChange of control, ownership and/ormanagement in the Distributor(Article 20.5)Â The supplier may terminate this Contract with immediateeffect, if:Â Mr./Ms._____ ceases to own more than _____%of the shares of the Distributor company.Â Mr./Ms._____ ceases to be the _____52of the Distributor company.Â Â Â 52 Specify here the position that the qualifying person has in the distributor (company), e.g., director, general manager, president of the board, as the case may be. This clause may be dangerous for the distributor company, particularly if the qualifying person is not the owner, but only an employee. Â 21 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Â Annex XIIGoodwill Indemnity53(Article 21 B)Â Â This Annex shall be applicable only if signed by the parties. Â Â Â§ 1 In case of Contract termination by the Supplier for reasons other than a breach by the Distributor, justifying earlier termination under Article 20, the latter shall be entitled to an indemnity equal to 50 % or % of the annual gross profit made with new customers acquired by the Distributor or with customers with whom the Distributor has significantly increased the volume of business, to be calculated on the average of the preceding five years (or, if the Contract has lasted less than five years on the average of such duration). Â Â Â§ 2 The Distributor undertakes to make its best efforts to have the existing customers transferred to the Supplier or to the new distributor (or agent) of the Supplier. In pursuance of the above obligation the Distributor agrees to refrain, for a period of 12 months from Contract termination, directly or indirectly, from selling, distributing or promoting any products which are in competition with the Products to customers to which it previously sold the Products or promoted the sale of the Products under this Contract. Â Â Â§ 3 The indemnity shall be paid in three instalments of equal amount respectively 4, 8 and 12 months after contract Â§ 3 termination. The payment of the indemnity is made conditional upon the performance, by the Distributor, of the obligation under Â§ 2, hereabove. Â Â Â§ 4 The Distributor has the option to waive its right to indemnity at any time. In this case the non- competition clause Â§ 4 under Â§ 2 above as well as the obligation to encourage the transfer of existing customers to the Supplier or new distributor (or agent) will cease to apply. Exercising this option shall not require the Distributor to reimburse any instalment which has already been paid. Â Â Â The Supplier Â _____ Â Â Â The Distributor Â _____ Â Â Â 53 This clause is to be considered as an example of possible contractual solutions, which should be worked out by the parties, according to their specific needs. In particular, while this clause mainly refers to the value of the goodwill, other aspects (as, for example, invest- ments made by the distributor) may be taken into account. Â Â Â 22 | INTERNATIONAL CHAMBER OF COMMERCE (ICC) Â Exhibit 10.2Â Â Portland, Sydney, Singapore, Shenzhen,Shanghai, Ningbo, Beijing, HanoiÂ Â Product Development ProposalÂ Â (Confidential)Â Â Â Project Name: Â Structure Reverse Design for 1.0&3.0 Fill Station/Laundry unit/Ice unit/ Generator and Redesign enclosure for 1.0&3.0 Fill Station/Laundry unit/ Ice unit Â Â Â Prepared for: Â CleanCore Solutions, Inc. Â Â Â E-BI RFQ: Â 305926 Â Â Â Prepared by: Â Jack Zou - Vice President Edward Wang - Business Development Director Martin Lv -AGM of Solutions Andy Tang- Design Department Manager Wendy Wang - Director & Solution Manager Ella Liu - Project Manager Â Â Â Date: Â August 20th, 2024 Â Â Â IntroductionÂ CleanCore Solutions,Inc. wants to structure reverse design for 1.0&3.0 Fill Station/Laundry unit/Ice unit/ Generator and optimize re-design enclosurefor 1.0&3.0 Fill Station, Laundry unit. E-BI will provide services in structure reverse design, optimize re-design, design for manufacturing(DFM), and design for cost (DFC). These services will further extend to manufacturability and cost analysis.Â Project ScopeÂ The project work process includes the following steps, whichmay be processed in parallel:Â a.Product Reverse Engineering and RedesignÂ â—Mechanical structure reverse engineeringÂ â—Redesign for enclosure of fill station and laundry unitÂ â—BOM build and completionÂ â—Workable prototype(s)Â Â 15244 NW Greenbrier Parkway, Beaverton, OR 97006, USA Tel: (503) 644-2290 Fax: (503) 644-0962 info@e-bi.com www.e-bi.com1Â Â Â Â Portland, Sydney, Singapore,Shenzhen, Shanghai, Ningbo, Beijing, HanoiÂ b.Manufacturability and SourcingÂ â—Manufacturing process requirements studyÂ â—Bill of material analysis and sourcingÂ â—Design for manufacturing (DFM)Â â—Design for cost (DFC)Â Development PhasesÂ E-Blâ€™s progressive work process will be divided Intothe following phases: Pre-Design, Phase 1, and Phase 2.Â a.Pre-Design: Status and GoalÂ During this phase,E-BI works with the client to set the objectives, product requirements, and specifications for the structure reverse design, re-design,engineering, and build program to pursue.Â Phase 1work will only begin after a design direction proposed post pre-design has been approved by the client.Â b.Phase 1: Product Structure Reverse Engineering andDesignÂ This phase focuses on mechanical structure reverse engineering,design, BOM completion, and engineering.Â Work includes the following:Â a.Mechanical structure reverse engineeringÂ b.Redesign for enclosure of fill station and laundry unit andIce unitÂ c.BOM buildÂ d.Design reviewÂ c.Phase 2: Prototyping and ValidationÂ This phase focuseson final prototype creation. The prototype(s) will be based on Phase 1 results, and will be made for validation and testing purposes (asnoted per the below Project Operation Summary). Phase 2 also includes Bill of Material analysis, design for manufacturing (DFM) study,and design for cost (DFC) study.Â The conclusion of Phase 2 results in an approved designand complete manufacturing specifications.Â Â 15244 NW Greenbrier Parkway, Beaverton, OR 97006, USA Tel: (503) 644-2290 Fax: (503) 644-0962 info@e-bi.com www.e-bi.com2Â Â Â Â Portland, Sydney, Singapore, Shenzhen,Shanghai, Ningbo, Beijing, HanoiÂ Design Specification and DeliveryÂ The design isbased on requirements provided by CleanCore Solutions, Inc., unless otherwise agreed upon. CleanCore Solutions, Inc. will also be responsiblefor acquiring and including the certification and compliance requirements for sales of their

products in the respective countries of theirchoosing.Â EBI task:Â 1.Mechanical structure reverse engineering for 1.0 and 3.0 fillstation/Laundry Unit/ Ice Unit/ Generator;Â 2.Redesign the enclosure for 1.0 and 3.0 Fill station/LaundryUnit/Ice unit;Â 3.Provide 3D drawing;Â 4.Provide BOM;Â 5.A newly redesigned drawings for the enclosure and the bracketas well as a mfg quotation.Â Project Operation SummaryÂ The operations involved in this project, along with theirrespective fees, are summarized below:Â Category Item Number Item Description Notes About This Item Cost (USD) 1000: Design Fees 1001 Product Feasibility Study and Industrial Design Feasibility study and research, industrial design concept, rendering, etc. Included* 1002 Product Design Mechanical design, electronic design, BOM creation, engineering drawing creation, spec development, etc. Included* 1003 Packaging Design Concept design, structural design, testing, retail package design, graphics, UPC code, instruction booklets, etc. Bulk shipping packaging included; all other packaging TBD 2000: Non-Recurring Engineering Fees 2001 BOM Sourcing, BOM Evaluation, and Sub- Contractor Development BOM material sourcing, cost analysis, subcontractor selection and management, etc. Included* 2002 DFM and DFC Assessment and improvement of client design regarding manufacturability, efficiency, cost effectiveness, etc. Included* 2003 Tooling Design Mold design, set up, heat flow analysis, gauge design, etc. TBD 2006 Failure Analysis Root cause analysis of any possible failures. TBD 3000: Prototype Options 3001 Basic Prototype Low end prototype which displays the productâ€™s size and logic structure. NOT used to validate manufacturability. TBD 3002 Manufacturability and Cost Analysis Prototype Mid-level prototype created using related manufacturing processes to evaluate both product function an manufacturability. TBD 3003 High Quality/Marketing- Level Prototype High quality prototype made prior to final tooling. Closely resembles the finished product, and is used to test product concept, manufacturability, and surface finish. TBD 4000: Lab Testing Fees 4001 Material Testing Ensure material composition and performance meet design requirements and material standards via metrology testing. Included* 4002 Dimensional Testing Comprehensive tight tolerance specification testing using CMM and/or other equipment. Included* 4003 Functional Testing Determines if product meets specified application requirements. Included* 4004 Environmental Elements Application Testing Determines productâ€™s performance when subjected to environmental elements it is expected to encounter during regular use. Includes moisture, UV, temperature changes within a specified range, vibration, salt water, EMI, etc. TBD 4005 Long Term Reliability Testing Simulates both normal and extreme use (within warranty coverage) by an end user. TBD 4006 Safety Testing Support (UL, FCC, CE, RoHS, FDA, Etc.) Ensures the component, manufacturing processes, etc. of products meet international or selling countriesâ€™ safety standards and requirements. TBD Â 15244 NW Greenbrier Parkway, Beaverton, OR 97006, USA Tel: (503) 644-2290 Fax: (503) 644-0962 info@e-bi.com www.e-bi.com3Â Â Â Portland, Sydney, Singapore,Shenzhen, Shanghai, Ningbo, Beijing, HanoiÂ The previousproject operation summary covers reasonable, manufacturing job-related work based on established industry practices as agreed upon byE-BI and the client at the time of this quote. This summary is not comprehensive, nor does it include specific fee costs, as the exactcost breakdown is unpredictable at this time.Â Any prototypesproduced per Category 3000 are intended to verify product concepts only. Functional prototypes are NOT to be used for full product testing,or otherwise expected to perform per the requirements of finished goods.Â Any tests implementedper Category 4000 will be performed at a level deemed appropriate with respect to the project requirements.Â After ratifyingthis quote, further client-requested requirements (e.g. specific product R&D work, engineering, evaluation, additional testing, additionalQA/QC requirements, additional certifications, etc.) may result in additional fees.Â Â 15244 NW Greenbrier Parkway, Beaverton, OR 97006, USA Tel: (503) 644-2290 Fax: (503) 644-0962 info@e-bi.com www.e-bi.com4Â Â Â Portland, Sydney, Singapore, Shenzhen,Shanghai, Ningbo, Beijing, HanoiÂ Milestones and DeliverablesÂ The project, including workable prototype(s),has been divided into the following measurable milestones and deliverables:Â Work Week 1st - 4th: Structure Reverse Design for 1.0&3.0Fill Station/Laundry unit/Ice unit/ GeneratorÂ Work Week 5th -10th: Redesign the enclosure for 1.0and 3.0 Fill station/Laundry Unit/Ice UnitÂ Work Week 11th: Customer approvalÂ Work Week 12th -15th: Making prototype and ship to customerÂ Project Cost Summary for Pre-Design, Phase 1, and Phase2Â The following summary of the design project cost is estimatedin USO:Â Project Cost Summary Cost Pre-Design Feasibility study, research, evaluation, etc. USD20,500 Phase 1 Labor Mechanical structure reverse engineering (OTS parts and EE parts are not included), Enclosure re-design, BOM build, design review, etc. Phase 2 Labor BOM cost analysis, OFM, OFC, etc. Prototype Cost Quantity of prototypes depends on client requirements. Will quote separately Estimated Product Development Cost USD20,500 Â Payment Terms for Pre-Design, Phase 1, and Phase 2Â An initial installation of USD10,250will be required to start Pre-Design engineering, research, and consultation.Â The remaining USD10,250 will be requiredupon approval of the design.Â Payment is due upon invoice.Â Unit Production CostÂ A preliminary BOM cost will be createdduring Phase 1. An actual quote for both mass production and production tooling will be generated after Phase 2.Â Â 15244 NW Greenbrier Parkway, Beaverton, OR 97006, USA Tel: (503) 644-2290 Fax: (503) 644-0962 info@e-bi.com www.e-bi.com5Â Â Â Â Â Portland, Sydney, Singapore,Shenzhen, Shanghai, Ningbo, Beijing, HanoiÂ ExpirationÂ This Agreementis solely a proposal and does not become a binding and enforceable contract between the parties until signed below by CleanCore Solutions,Inc Without CleanCore Solutions, lnc.â€™s signature, this proposal is only valid for thirty (30) days from the date of E-Blâ€™s signature.After thirty (30) days, a new proposal must be generated to initiate the project and special consideration must be given to the schedulingand availability of E-Blâ€™s resources.Â AcceptanceÂ The signatureof CleanCore Solutions, Inc. below acknowledges that CleanCore Solutions, Inc. understands and accepts the terms of the Agreement, includingthose contained in Exhibit A attached hereto, thereby forming a contract between the parties. This Agreement represents the final andtotal Agreement and replaces and supersedes all prior or contemporaneous agreements, representations, negotiations, proposals, or contracts,verbal or written between the parties. This Agreement can only be modified by an express written agreement that is signed by authorizedrepresentatives of E-BI and CleanCore Solutions, Inc. This Agreement shall commence on the date signed by CleanCore Solutions, Inc. andrun for a period of one (1) year.Â By signing thisagreement CleanCore Solutions, Inc. also and specifically acknowledges the limitation on E-Blâ€™s potential total liability to CleanCoreSolutions, Inc. as set forth in the paragraph entitled â€œLimitation of E-Blâ€™s Liability and Releaseâ€ contained in the ExhibitA attached hereto, and acknowledges further that CleanCore Solutions, Inc. has the option of having E-BI raise Its limit of liabilityfor an additional fee.Â E-Business International Incorporated Â CleanCore Solutions, Inc. Â Â Â By: /s/ Jack Zou Â By: /s/ Jason Gregorey Â Â Â PrintedÂ Name: Jack Zou Â PrintedÂ Name: Jason Gregorey Â Â Â Title: Vice President Â Title: SVP Operations Â Â Â Date: 8/22/2024 Â Date: 8/21/2024 Â Â 15244 NW Greenbrier Parkway, Beaverton, OR 97006, USA Tel: (503) 644-2290 Fax: (503) 644-0962 info@e-bi.com www.e-bi.com6Â Â Â Portland, Sydney, Singapore,Shenzhen, Shanghai, Ningbo, Beijing, HanoiÂ Exhibit A.: Product Development AgreementÂ AssignmentÂ This Agreementshall not be assigned in whole or in part without the written consent by an authorized representative of both parties.Â Governing LawÂ This Agreementwill be governed by and

construed in accordance with the laws of the State of Oregon without regard to conflict of laws.Â limitation of E-Blâ€™s Liability and ReleaseÂ Client hereby agreesthat E-Blâ€™s total liability to client for any and all damages, losses, expenses, injuries, demand, claims, suits or causes of action ofany kind whether soundings in tort, contract or any other nature incurred in defending any such actions arising from E-Blâ€™s performanceof the work called for by this agreement is limited to the fee due to E-BI for this project or 10,000usd, whichever is less. Client expresslyreleased E-BI from any and all liability or liabilities to client that arise from E-Blâ€™s performance of this agreement to the extent suchliability or liabilities exceed the fee due E-BI or 10,000usd whichever is less. If client desires and for an additional fee client canrequest that E-BI increase its limit of potential liability beyond the fee amount.Â Termination, Postponement or DelayÂ This Agreementmay be terminated, postponed or delayed upon fifteen (15) days written notice by E-BI. In the event of such termination, postponementor delay, Client shall pay E-BI for all project services rendered through the date of such termination, postponement or delay, includingpayment for time expended and out-of-pocket expenses incurred or committed to by E-B1.Â Â 15244 NW Greenbrier Parkway, Beaverton, OR 97006, USA Tel: (503) 644-2290 Fax: (503) 644-0962 info@e-bi.com www.e-bi.com7Â Â Â Â Portland, Sydney, Singapore,Shenzhen, Shanghai, Ningbo, Beijing, HanoiÂ Effect of TerminationÂ Upon the expirationor termination of this Agreement, each party shall be released from all obligations and liabilities hereunder.Â WaiverÂ None of the termsof this Agreement may be waived except by an express agreement in writing signed by the party against whom enforcement of such waiveris sought. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiverof such right.Â WarrantiesÂ E-BI makes no warranties,express or implied, regarding the service or equipment covered by this agreement, and any warranties of merchantability or fitness fora particular purposes are expressly excluded.Â SeverabilityÂ Upon acceptanceof this Agreement by Client, should any portion of this Agreement be found invalid, the balance of the provisions shall remain unaffectedand shall be enforceable. Should any portion of the Agreement be found to conflict with tariffs or governmental rules and regulations,the tariffs or governmental rules and regulations will supersede.Â Â Â Â 15244 NW Greenbrier Parkway, Beaverton, OR 97006, USA Tel: (503) 644-2290 Fax: (503) 644-0962 info@e-bi.com www.e-bi.com8Â Exhibit 10.15Â SEPARATION AGREEMENT AND RELEASE OF CLAIMSÂ This Separation Agreementand Release of Claims (the â€œSeparation Agreementâ€) is made by and between Douglas T. Moore, an individual (â€œExecutiveâ€or â€œMooreâ€), and CleanCore Solutions, Inc., a corporation organized under the laws of Nevada corporation and with aprincipal place of business at 5920 South 118th Circle, Suite 2, Omaha, NE 68137 (â€œCompanyâ€ or â€œCleanCoreâ€).The Executive and the Company are referred to herein from time to time collectively as the â€œPartiesâ€ and each individuallyas a â€œPartyâ€.Â RECITALS:Â R-1. The Parties enteredinto an Executive Employment Agreement dated February 5, 2024 pursuant to which the Company employed the Executive as its Chief ExecutiveOfficer. That agreement, including subsequent amendments to it, if any, are referred to herein as the â€œExecutive Employment Agreement.â€Â R-2. Effective June7, 2024 (the â€œSeparation Dateâ€), Executive resigned from all positions he held with the Company, including his positionas Chief Executive Officer, his position as a member of the Companyâ€™s board of directors, and any and all positions of employmentwith the Company, and he terminated the Executive Employment Agreement. The Company has accepted Executiveâ€™s resignation and histermination of the Executive Employment Agreement. The Executiveâ€™s period of Employment which ended as of the Separation Date isreferred to herein as the â€œExecutiveâ€™s Period of Employment.â€Â R-3. As of the SeparationDate, the Executiveâ€™s base salary under the Executive Employment Agreement was two hundred fifty thousand and no/100 United Statesdollars ($250,000.00) per year.Â R-4. The Parties areentering into this Separation Agreement to provide for the Executiveâ€™s separation from the Company and the amicable settlement andresolution of any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands between the Parties, including,but not limited to, any and all claims arising out of or in any way related to Executiveâ€™s employment with the Company or his separationfrom the Company.Â AGREEMENT:Â NOW THEREFORE, inconsideration of the mutual promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiencyof which is hereby acknowledged by each Party, the Parties, intending to be legally bound, agree as follows:Â 1. Terminationof Employment and the Executive Employment Agreement. The Companyâ€™s employment of the Executive and the Executive EmploymentAgreement are terminated effective as of the Separation Date as a result of Executiveâ€™s resignation as Chief Executive Officer ofthe Company and from any and all other positions held by the Executive as of the Separation Date, including his position as a directorof the Company, and the Executiveâ€™s termination of the Executive Employment Agreement. The Executive acknowledges that his resignationis not the result of any disagreement with the Company on any matter relating to its operation, policies (including accounting or financialpolicies) or practices.Â 1 Â Â 2. Unconditional Payments.Â a. Nolater than the earlier of the Companyâ€™s next regularly scheduled payday following the Separation Date or the date coming two weeksafter the Separation Date, the Company will provide the Executive with a payment, at the Executiveâ€™s regular base salary rate asof the Separation Date, for the time the Executive worked prior to the Separation Date during the Companyâ€™s regular pay period containingthe Separation Date, less applicable statutory deductions, and authorized withholdings (e.g., for income tax and FICA) (the â€œFinalSalary Paymentâ€).Â b. TheFinal Salary Payment will include an amount for the Executiveâ€™s accrued but unused vacation time, if any, as of the Separation Date.Â c. TheCompany will pay Executive all his earned, accrued, and unpaid benefits as of the Separation Date, if any, under the Companyâ€™s employeebenefit plans, including any such benefits under the Companyâ€™s pension, disability, and life insurance plans, policies, and programs.Payment for such benefits, if any, will be made according to the terms of the applicable employee benefit plan or, if an earlier dateis required by applicable law, than by that earlier date.Â d. Executivewill retain eighty-seven thousand five hundred (87,500) shares of class B common stock that have already vested as of the date of thisAgreement (the â€œIssued Sharesâ€) under that certain restricted stock grant agreement between the Executive and the Companydated April 30, 2024.Â e. TheCompany will send the Executive, under separate cover, information about his rights to elect medical, dental and vision insurance continuationcoverage under the Consolidated Omnibus Budget Reconciliation Act (â€œCOBRAâ€), if the Executive has such rights.Â Nothing in this Agreementis intended to impair any of the Executiveâ€™s rights described in this Section 2.Â In addition, and providedthat the Executive agrees to and accepts the terms of this Separation Agreement and does not revoke his acceptance pursuant to Section15 below:Â 3. SeparationBenefits. In consideration of the Executive entering into, not revoking his acceptance of, and his compliance with, this SeparationAgreement, including his release of claims and covenant not to sue in Section 7 below:Â a. TheCompany will pay the Executive a payment in an amount equal to eighty thousand and no/one hundred United States dollars ($80,000.00),less applicable statutory deductions and authorized withholdings (e.g., for income tax and FICA), if any (the â€œSeparationPaymentâ€) subject to the conditions in this Separation Agreement and according to the following installment schedule and terms:Â (i) TheSeparation Payment will

be paid in installments, each in the amount of ten thousand and no/one hundred United States dollars ($10,000.00),less applicable statutory deductions and authorized withholdings, if any (each installment being an â€œInstallmentâ€).Â 2Â Â (ii) Thefirst Instalment will be payable on the â€œFirst Installment Payment Date,â€ which means the Companyâ€™s first-regularlyscheduled employee payday that comes at least ten (10) days after the Effective Date (as that term is defined in Section 15 below). Eachof the remaining Installments will be payable on the Companyâ€™s regularly scheduled bi- weekly paydays that occur after the FirstInstallment Payment Date until the balance of the Separation Payment has been paid to the Executive. Notwithstanding the provisions ofthis Section 3, the Company may change the date and period of its regularly scheduled paydays and regular pay periods in its sole discretion,and, if the Company does that, the Installment payment schedule may change accordingly.Â (iii) EachInstallment will be paid by means (e.g., direct deposit) in accordance with Execuiveâ€™s payroll payment authorization on filewith the Company as of the Separation Date.Â b. OnJanuary 2, 2025, The Company will issue to the Executive twenty thousand (20,000) restricted shares of the Companyâ€™s class B commonstock, par value $0.0001 (the â€œSeparation Shares,â€ which along with the Issued Shares are referred to herein collectivelyas the â€œSharesâ€ and each individually as a â€œShareâ€).Â c. AtExecutiveâ€™s request to the Company, provided the request is made within thirty days following the Effective Date, the Company willenter into an advisory agreement (the â€œAdvisory Agreementâ€) with Executive providing the following:Â (i) theCompany will during the term of the Advisory Agreement (and continuing with respect to any particular New Client (as defined below) duringthe commission period for such New Client) pay Executive a ten percent (10%) commission on Revenues (as defined below) the Company actuallyreceives during the two-year period commencing on the date that (1) a client that the Executive introduces to the Company first becomesa client of the Company (â€œNew Clientsâ€) and (2) Evergreen Cottages and any other Targeted Lead (defined below) becomea client of the Company. For purposes of this provision, â€œRevenuesâ€ means all revenue properly recognized under UnitedStates generally accepted accounting principles, consistently applied, less all rebates, discounts and other price allowances.Â (iii) NewClients must be pre-cleared by the Company before Executive commences any sales outreach to them, else Executive will not be eligibleto receive any commission on Revenues the Company receives from such New Clients as provided in Section 3(c)(i) above.Â (iv)As used in this Separation Agreement, â€œTargeted Leadâ€ means any company that, during Executiveâ€™s Period ofEmployment, was a lead of Executive, and only of Executive, with respect to the company becoming a customer of the Company assubstantiated by documented information in the Companyâ€™s PipeDrive database demonstrating that (1) representative(s) of thecompany met with Executive in person and received emails from Executive prior to the Separation Date about their company becoming acustomer of the Company, (2) those representative(s) showed an interest in their company becoming a customer of the Company prior tothe Separation Date, and (3) Executive was, prior to the Separation Date, the initial or the primary contact on behalf of theCompany with the company associated with those representative(s). The Company will provide Executive with reasonable access toCompany data from Targeted Leads so Revenues can be realized from them. If necessary, the Company and Executive will conduct amutual review of the Executiveâ€™s customer leads prior to the Separation Date to verify if those leads constitute TargetedLeads.Â 3Â Â d. Inaddition to any other conditions set forth in this Separation Agreement, the Executiveâ€™s right to have the Company enter into theAdvisory Agreement with him and Executiveâ€™s right to the Separation Payment, any Installment thereof, and the Separation Sharesunder this Separation Agreement are conditioned on his compliance with each and every provision of this Separation Agreement and the Executiveâ€™sEmployee Confidential and Inventions Assignment Agreement previously executed by the Executive on February 2, 2024 (the â€œCIAAâ€).If in the good-faith judgment of the Company the Executive has breached any material provision of this Separation Agreement or the CIAA,the Company will be entitled to forego any obligation hereunder to enter into the Advisory Agreement or, if that has been already enteredinto, to terminate the Advisory Agreement without penalty or being subject to damages and to recover from the Executive the full valueof any portion of the Separation Payment already paid and any of the Separation Shares already issued as of the date of such breach, lessapplicable deductions and authorized statutory withholdings, and to cancel any portion of the Separation Payment and award of SeparationShares that has not been paid or issued as of the date of such breach. (Executive recognizes, acknowledges, and agrees that the CIAA,by its terms, survives the end of his employment with the Company.)Â 4. Exceptfor Executiveâ€™s right to retain the Issued Shares noted in Section 2 above and right to an award of the Separation Shares notedin Section 3 above, Executive will not be entitled to any other grants or vesting under existing awards under the Companyâ€™s equityincentive plan, and all such grants, awards, and vesting rights are hereby canceled.Â 5. NoAdditional Benefits. Other than as set forth in this Separation Agreement, the Executive expressly acknowledges and agrees that heis not entitled to and will not receive any additional compensation, payments or benefits of any kind from the Company or any of the otherCompany Releasees (as that phrase is defined in Section 7 below), including but not limited to any severance under Section 6(a) of theExecutive Employment Agreement or a bonus, and the Executive expressly acknowledges and agrees that no representations or promises tothe contrary have been made to him. To the extent Executive has a right to receive severance under Section 6(a) Executive Employment Agreement,he waives such right in light of the consideration provided to him under this Separation Agreement, including, without limitation, theconsideration provided in Section 3 above and the Companyâ€™s general release of claims and covenant not to sue provided in Section8 below.Â 6. Unemployment.The Company will not object to any lawful application by the Executive to receive unemployment benefits.Â 7. Release of Claims and Covenant Not to Sue By The Executive.Â a. Releaseof Claims. As a condition of the Companyâ€™s willingness to enter into this Separation Agreement, and in consideration forthe Companyâ€™s agreements contained in this Separation Agreement (including, without limitation, the Companyâ€™s release ofclaims and covenant not to sue provided in Section 8), the Executive, for, and with the intention of binding, himself and the otherExecutive Releasors (defined below), hereby releases, waives and forever discharges the Company and the other Company Releasees(defined below) from, and hereby acknowledges full accord and satisfaction of, any and all claims, demands, causes of action, andliabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal,state or local law or otherwise), whether known or unknown, asserted or unasserted, by reason of any act, omission, transaction,agreement or occurrence that the Executive and the Executive Releasors, or any of them, ever had, now has or hereafter may haveagainst the Company and the other Company Releasees up to and including the date the Executive executes this Separation Agreement(collectively, the â€œExecutive Released Claimsâ€ and each an â€œExecutive Released Claimâ€).Â 4Â Â Without limitingthe generality of the foregoing, the Executive and the other Executive Releasors hereby release and forever discharge the Company andthe other Company Releasees from:Â (i) anyand all claims relating to or arising from the Executiveâ€™s employment with the Company, the terms and conditions of that employment,and the termination of that employment;Â (ii) any and allclaims of employment

discrimination, harassment or retaliation under any federal, state or local statute or ordinance, public policyor the common law, including, without limitation, any and all claims under Title VII of the Civil Rights Act of 1964, the CivilRights Act of 1991, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act,the Older Workers Benefit Protection Act, the Fair Labor Standards Act, the Equal Pay Act, the Genetic Information NondiscriminationAct of 2008, the Family Medical Leave Act, the Health Insurance Portability and Accountability Act of 1966, the National LaborRelations Act, the Occupational Safety and Health Act, the Families First Coronavirus Response Act, the Coronavirus Aid, Relief, andEconomic Security Act, the Constitution of Nevada, Nevada Revised Statutes (â€œN.R.S.â€) Â§ 608.017 (wagediscrimination based on sex), N.R.S. Â§Â§ 613.310 - 613.345 (unlawful employment practices), the Nevada Occupational Safetyand Health Act (N.R.S. Â§ 618.005 et seq.), any Nevada state civil rights act, any state statutory wage claim as setforth in Chapter 608 of the Nevada Revised Statutes, and any other laws of the State of Nevada, the Constitution of Nebraska, theNebraska Fair Employment Act, Neb. Rev. Stats. Â§ 48-1101 et seq., and any other laws of the State of Nebraska, theVirginia Constitution, the Virginia Human Rights Act, Va. Code Ann. Â§ 2.2-3900 et seq., the Virginians With DisabilitiesAct, Va. Code Ann. Â§ 51.5-1 et seq., the Virginia Equal Pay Act, Va. Code Ann. Â§ 40.1-28.6, the Virginia GeneticTesting and Genetic Characteristics Bias in Employment Law, Va. Code Ann., Â§ 40.1-28.7:1, the Virginia Crime Victim Leave Law,Va. Code Ann., Â§ 40.1-28.7:2, the Virginia Military Leave Law, Va. Code Ann., Â§ 44-93.2 et seq., and any other lawsof the Commonwealth of Virginia, including as such constitutions and laws have been or may be amended;Â (iii) any and allclaims for employee benefits, including, without limitation, any and all claims under the federal Employee Retirement IncomeSecurity Act of 1974, including as such law has been or may be amended; provided, however, that nothing in this Section 7(a)is intended to release, diminish, or otherwise affect any vested monies or other vested benefits to which the Executive may beentitled from, under, or pursuant to any savings or retirement plan of the Company;Â 5 Â Â (iv) anyand all claims for slander, libel, defamation, negligent or intentional infliction of emotional distress, personal injury, prima facietort, negligence, compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever; andÂ (v) anyand all claims for monetary recovery, including, without limitation, monetary recovery or awards as may be provided by statute, attorneysâ€™fees, expertsâ€™ fees, medical fees or expenses, costs and disbursements and the like.Â By entering intothis Separation Agreement, the Executive represents and agrees that the failure of this Separation Agreement to specifically identifyor enumerate above any statute, ordinance, or common law theory under which he releases claims is not intended by the Executive or theCompany to limit, diminish or impair in any way the Executiveâ€™s intended and actual release of all claims, demands, causes of action,and liabilities of any kind whatsoever against the Company and the Company Releasees.Â It is understoodthat the release of claims set forth in this Section 7(a) does not serve to waive any rights or claims that: (i) pursuant to law, cannotbe waived or subject to a release of this kind, such as claims for unemployment or workersâ€™ compensation benefits, rights to vestedbenefits under any applicable welfare, retirement and/or pension plans, or rights to defense and indemnification, if any, from the Companyfor actions taken by the Executive in the course and scope of the Executiveâ€™s employment with the Company; (ii) claims, actions,or rights arising under or to enforce the terms of this Separation Agreement; or (iii) the right to file a charge with an administrativeagency or participate in an agency investigation, provided, however, that the Executive hereby waives his right to recover anymoney in connection with such charge or investigation, with the exception of any payments or awards under the federal Securities WhistleblowerIncentives program (see 17 C.F.R. Â§Â§ 240.21F-1 - 240.21F-18, as may be amended). Moreover, nothing in this SeparationAgreement limits or waives, or is intended to limit or waive, the Executiveâ€™s right pursuant to the Older Workers Benefit ProtectionAct to seek a judicial determination of the validity of the Separation Agreementâ€™s waiver of claims under the Age Discriminationin Employment Act.Â b. CovenantNot to Sue. As a condition of the Companyâ€™s willingness to enter into this Separation Agreement, and in consideration for theCompanyâ€™s agreements contained in this Separation Agreement (including, without limitation, the Companyâ€™s release of claimsand covenant not to sue provided in Section 8), the Executive, for, and with the intention of binding, himself and the other ExecutiveReleasors (defined below), agrees, to the fullest extent permitted by law, that at no time subsequent to the Effective Date of this SeparationAgreement will the Executive pursue, or cause or knowingly permit the prosecution of, in any state, federal or foreign court, or beforeany local, state, federal or foreign administrative agency, or any other tribunal, any charge, claim or action of any kind, nature andcharacter whatsoever, known or unknown, which Executive and Executive Releasors, or any of them, may now have, have ever had, or may inthe future have against the Company and the Company Releasees, or any of them, which is based in whole or in part on any claim, demand,cause of action, or liability released by the Executive pursuant to this Separation Agreement.Â 6 Â Â c. By signing this Separation Agreement,the Executive represents and warrants that (i) he has full power and authority to release the claims that are being released in thisSection 7 and (ii) none of those claims has been assigned to any other individual or entity.Â d. For purposes of this Separation Agreement, the terms:Â (i)â€œCompany Releasorsâ€ and â€œCompanyReleaseesâ€ mean: (1) CleanCore and its predecessors, parent companies, affiliated companies (including, without limitation,subsidiaries), successors, and assigns, and (2) all of the past, present and future directors, officers, members, managers, employees,attorneys, representatives, agents, contractors, consultants, and insurers of each of the entities listed in clause (1) of this sentence,and this Separation Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and individuals;and,Â (ii)â€œExecutive Releasorsâ€ and â€œExecutiveReleasesâ€ mean: (1) the Executive and each of his respective successors, assigns, heirs, executors, administrators, employees,attorneys, representatives, agents, contractors, consultants, and insurers and (2) all of the past, present and future directors, officers,members, managers, employees, attorneys, representatives, agents, contractors, consultants, and insurers of each of the entities listedin clause (1) of this sentence, and this Separation Agreement shall inure to the benefit of and shall be binding and enforceable by allsuch entities and individuals.Â 8. Release of Claims and Covenant Not to Sue By The Company.Â a. Releaseof Claims. As a condition of the Executiveâ€™s willingness to enter into this Separation Agreement, and in consideration for theExecutiveâ€™s agreements contained in this Separation Agreement (including, without limitation, the Executiveâ€™s release of claimsand covenant not to sue provided in Section 7), the Company, for, and with the intention of binding, itself and the other Company Releasors,hereby releases, waives and forever discharges the Executive and the other Executive Releasees from, and hereby acknowledges full accordand satisfaction of, any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitabletheory, whether contractual, common law or statutory, under federal, state or local law or otherwise), whether known or unknown, assertedor unasserted, by reason of any act, omission, transaction, agreement or occurrence that the Company and the Company Releasors, or anyof them, ever had, now has or hereafter may have against the Executive and the other Executive Releasees up to and including the datethe Executive executes this Separation Agreement (collectively, the

â€œCompany Released Claimsâ€ and each a â€œCompanyReleased Claimâ€).Â Without limitingthe generality of the foregoing, the Company and the other Company Releasors hereby release and forever discharge the Executive and theother Executive Releasees from:Â (i) anyand all claims relating to or arising from the Executiveâ€™s employment with the Company, the terms and conditions of that employment,and the termination of that employment;Â 7 Â Â (ii) anyand all claims for slander, libel, defamation, negligent or intentional infliction of emotional distress, personal injury, prima facietort, negligence, compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever; andÂ (iii) anyand all claims for monetary recovery, including, without limitation, monetary recovery or awards as may be provided by statute, attorneysâ€™fees, expertsâ€™ fees, medical fees or expenses, costs and disbursements and the like.Â By entering intothis Separation Agreement, the Company represents and agrees that the failure of this Separation Agreement to specifically identify orenumerate above any statute, ordinance, or common law theory under which it releases claims is not intended by the Executive or the Companyto limit, diminish or impair in any way the Companyâ€™s intended and actual release of all claims, demands, causes of action, andliabilities of any kind whatsoever against the Executive and the Executive Releasees.Â It is understoodthat the release of claims set forth in this Section 8(a) does not serve to waive any rights or claims that: (i) pursuant to law, cannotbe waived or subject to a release of this kind; (ii) claims, actions, or rights arising under or to enforce the terms of this SeparationAgreement; or (iii) the right to file a charge with an administrative agency or participate in an agency investigation, provided, however,that the Company hereby waives its right to recover any money in connection with such charge or investigation, with the exception of anypayments or awards under the federal Securities Whistleblower Incentives program (see 17 C.F.R. Â§Â§ 240.21F- 1 - 240.21F-18,as may be amended). Moreover, nothing in this Separation Agreement limits or waives, or is intended to limit or waive, the Companyâ€™sright, if any, pursuant to the Older Workers Benefit Protection Act to seek a judicial determination of the validity of the SeparationAgreementâ€™s waiver of claims under the Age Discrimination in Employment Act.Â b. CovenantNot to Sue. As a condition of the Executiveâ€™s willingness to enter into this Separation Agreement, and in consideration forthe Executiveâ€™s agreements contained in this Separation Agreement (including, without limitation, the Executiveâ€™s releaseof claims and covenant not to sue provided in Section 7), the Company, for, and with the intention of binding, itself and the other CompanyReleasors, agrees, to the fullest extent permitted by law, that at no time subsequent to the Effective Date of this Separation Agreementwill the Company pursue, or cause or knowingly permit the prosecution of, in any state, federal or foreign court, or before any local,state, federal or foreign administrative agency, or any other tribunal, any charge, claim or action of any kind, nature and characterwhatsoever, known or unknown, which the Company and the Company Releasors, or any of them, may now have, have ever had, or may in thefuture have against the Executive and the Executive Releasees, or any of them, which is based in whole or in part on any claim, demand,cause of action, or liability released by the Company pursuant to this Separation Agreement.Â c. By signing this Separation Agreement, the Company represents and warrants that (i) it has full power andauthority to release the claims that are being released in this Section 8 and (ii) none of those claims has been assigned to anyother individual or entity.Â 8 Â Â 9. Lock-Up; Leak-Out.Â a. TheCompany received approval by email from Boustead Securities, LLC to cause the Boustead Lock-Up (defined below) on the Shares to expireon December 31, 2024. So long as the Boustead Lock-Up is in effect, Executive agrees not to take any actions with respect to the Sharesinsofar as that action would violate any of the terms of the Boustead Lock-Up. As used in this Separation Agreement, the term â€œBousteadLock-Upâ€ means the lock up agreement signed by the Executive on or about the date of the pricing of the Companyâ€™s initialpublic offering.Â b. Executivewill not sell any Shares in the market on any trading day in excess of five percent (5%) of the volume on any such trading day.Â c. Executive will comply with applicable law with respect to all sales of Shares.Â 10. Rightto Review Press Release and Form 8-K. The Company will provide Executive with a reasonable opportunity to review and comment on aCompany press release or Company Form 8-K (or disclosure in a Company 10-Q if the Company discloses the separation in a Form 10-Q insteadof a Form 8-K) concerning his separation before the Company causes such press release to be issued or Form 8-K (or Form 10-Q, if applicable)to be filed with the United States Securities and Exchange Commission (â€œSECâ€). The press release, if any, issued bythe Company concerning Executiveâ€™s separation from the Company will include a mutually agreeable statement thanking Executive forplaying a key role in helping the Company get through its successful initial public offering and restructuring the debt evidenced by theOctober 17, 2022 promissory note issued by the Company to Burlington Capital, LLC. The press release will also indicate that Executivewill continue as a senior advisor to assist the Company build a broad base of customers and pursue other strategic initiatives as needed.Â 11. Mutual Non-Disparagement.Â a. Executiveagrees not to make, or cause to be made, to any third-party, any disparaging comment about the Company or any of the other Company Releasees,including without limitation any disparaging comments about the business of the Company or any of its products or services.Â b. TheCompany agrees that it will direct its executive management team and board of directors not to make, or cause to be made, to any third-party,any disparaging comment about the Executive, and the Company will not authorize any of its employees, contractors, consultants, or agentsto make to make, or cause to be made, to any third-party, any disparaging comment about the Executive.Â c. Notwithstandingthe foregoing provisions of this Section 11, neither the Company nor the Executive is restricted from providing information about theother as required by a court or governmental agency or by applicable law. Section 32 also provides important limitations on the provisionsof Sections 11.a. and 11.b.Â 12. CompanyPasswords. No later than three (3) business days after the Effective Date (the â€œReturn Dateâ€), Executive will providea written list to the Company listing all his passwords and other access credentials to all Company computer programs and systems andaccounts (including those with third-party vendors).Â 9 Â Â 13. Separationfrom Employment. By entering into this Separation Agreement, the Executive acknowledges and agrees that his employment with the Companyhas been permanently and irrevocably severed. Except as provided in this Separation Agreement, the Executive agrees that the Company willnot have any obligation at any time in the future to reemploy him or enter into any other business arrangement of any kind with him.Â 14. Severability.If at any time after the date of the execution of this Separation Agreement any provision of this Separation Agreement shall be held bya tribunal (e.g., court or arbitrator) of competent jurisdiction to be illegal, void, or unenforceable, such provision shall beof no force and effect. The illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceabilityof, any other provision of this Separation Agreement; provided, however, that:Â a. ifthe release of claims or covenant not to sue in Section 7 above is held to be illegal, void, or unenforceable in whole or in part, Executiveagrees to promptly execute a legal, valid, and enforceable general release and waiver of claims and covenant not to sue in favor of theCompany and the other Company Releasees equal in scope to the general release and waiver of claims and covenant not to sue provided inSection 7 and, in the event that such a legal, valid, and enforceable general release and waiver of claims and covenant to sue cannotbe or is not obtained, then the Executive shall be deemed to

have assigned, transferred, and conveyed the Executive Released Claims tothe Company; or,Â b. ifthe release of claims or covenant not to sue in Section 8 above is held to be illegal, void, or unenforceable in whole or in part, theCompany agrees to promptly execute a legal, valid, and enforceable general release and waiver of claims and covenant not to sue in favorof the Executive and the other Executive Releasees equal in scope to the general release and waiver of claims and covenant not to sueprovided in Section 8 and, in the event that such a legal, valid, and enforceable general release and waiver of claims and covenant tosue cannot be or is not obtained, then the Company shall be deemed to have assigned, transferred, and conveyed the Company Released Claimsto the Executive.Â 15. Voluntary Agreement.Â a. TheCompany hereby advises the Executive to consult with an attorney before executing this Separation Agreement.Â b.The Executive has twenty-one (21) days from the day first presented with this Separation Agreement to consider it, execute it, andreturn it personally or via email, first class U.S. mail, or reputable overnight courier service (e.g., FedEX or UPS) to theCompanyâ€™s Chief Financial Officer, David Enholm at CleanCore Solutions, Inc., 5920 South 118th Circle, Suite 2, Omaha, NE68137, denholm@cleancoresol.com. To the extent that the Executive executes this Separation Agreement before the end of thetwenty-one (21) day period, the Executive hereby knowingly and voluntarily waives the remainder of that twenty-one (21) day period.If the Executive fails to execute and return this Separation Agreement to the Company within the twenty- one (21) day period, thenthis Separation Agreement will be null and void and of no force or effect.Â c.The Executive agrees that, for a period of seven (7) days after he signs this Separation Agreement, he has the right to revoke hisacceptance of it by providing written notice of his revocation personally or via email, first class U.S. mail, or reputableovernight courier service (e.g., FedEX or UPS) to the Companyâ€™s President and CEO at the address listed in Section15.b. This Separation Agreement will not become fully effective and enforceable until after the expiration of the seven-dayrevocation period (the â€œEffective Dateâ€). The Executive understands that the expiration of the seven-day periodafter he signs this Separation Agreement confirms that he did not revoke his assent to this Separation Agreement, and, therefore,that it is fully effective and enforceable, further provided that the Company also executes or has executed this SeparationAgreement.Â 10 Â Â d. By signing this SeparationAgreement, the Executive acknowledges and agrees that he:Â (i) hascarefully read and fully understands all of the provisions of the Separation Agreement (including the provisions in Section 7 concerninghis release of claims and covenant not to sue);Â (ii) understandsthat the claims he is releasing and for which he is providing a covenant not to sue under Section 7 include, but are not limited to, claimsarising under the federal Age Discrimination in Employment Act;Â (iii) knowinglyand voluntarily agrees to all of the terms set forth in this Separation Agreement (including the provisions in Section 7 concerning hisrelease of claims and covenant not to sue);Â (iv) knowinglyand voluntarily agrees to be legally bound by this Separation Agreement (including the provisions in Section 7 concerning his releaseof claims and covenant not to sue);Â vii) has been givenat least twenty-one (21) days in which to review and consider this Separation Agreement before signing it; and,Â (viii) has been providedunder the terms of this Separation Agreement a period of at least seven (7) days following his execution of the agreement in which theExecutive may revoke it and that the Separation Agreement shall not become effective or enforceable until that seven (7) day revocationperiod has expired.Â 16. NoAdmission. Each Party understands and agrees that the other Partyâ€™s making of and entering into this Separation Agreement isnot intended, and shall not be construed, as an admission by that other Party or the Releasors associated with that other Party to haveviolated any federal, state, or local law, ordinance, regulation, public policy or common law rule, or have committed any wrong whatsoever.This Separation Agreement shall be deemed to fall within the protection afforded to settlements, compromises, and offers to compromiseby applicable law.Â 17. CompleteAgreement. With the exception of the CIAA, this Separation Agreement represents the complete understanding between the Executive andthe Company concerning the subject matter of this Separation Agreement, and no other promises or agreements concerning the subject matterof this Separation Agreement shall be binding unless reduced to writing and signed by the Executive and the Company. The Executive andthe Company agree that this Separation Agreement supersedes any prior agreements or understandings of the Parties, whether oral or written,concerning the subject matter of this Separation Agreement, with the exception of the CIAA.Â 11 Â Â 18. NoOral Modification. This Separation Agreement may only be amended in a writing signed by the Executive and the Companyâ€™s chiefexecutive officer.Â 19. Drafting.Should any provision of this Separation Agreement require interpretation or construction, it is agreed by the Executive and the Companythat the person interpreting or construing this Separation Agreement shall not apply a presumption against one Party by reason of therule of construction that a document is to be construed more strictly against the party who prepared the document.Â 20. Successorsand Assigns. This Separation Agreement is binding upon, and shall inure to the benefit of, the Company, the Company Releasees, theExecutive, and the Executive Releasees.Â 21. Section 409A. It is intended that the payments and benefits provided under Section 3.a. and 3.b.this Separation Agreement shall be exempt from the application of the requirements of Section 409A of the U.S. Internal Revenue Codeof 1986, as amended (â€œSection 409Aâ€) by reason of one or more of the exceptions in Treas. Reg. 1.409A-1; to theextent not so exempt, it is intended that the payments and benefits provided under Section 3.a. and 3.b. this Separation Agreementshall comply with Section 409A. The Parties agree that Executiveâ€™s termination of employment shall constitute an involuntaryâ€œseparation from serviceâ€ under Treas. Reg. 1.409A-1(n)(1). Notwithstanding the provisions of the immediately precedingsentences in this Section 21, the Company does not warrant or otherwise assure that the payments and benefits provided under thisSeparation Agreement, including those under Section 3.a. and 3.b., will be considered by the federal Internal Revenue Service(â€œIRSâ€) or other appropriate governmental authorities to be exempt from the application of the requirements ofSection 409A, and a finding by the IRS or other appropriate governmental authority that the payments and benefits (or any of them)provided under this Separation Agreement are not exempt, either in whole or in part, from the application of the requirements ofSection 409A shall be no grounds for the Executive to seek or obtain any form of relief against the Company or rescission orreformation of this Separation Agreement.Â 22. TaxConsequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any otherconsideration provided to the Executive or made on his behalf under the terms of this Separation Agreement. The Executive agrees and understandsthat he is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration providedhereunder by the Company and any penalties or assessments thereon. The Executive further agrees to indemnify and hold the Company harmlessfrom any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agencyagainst the Company for any amounts claimed due on account of (a) the Executiveâ€™s failure to pay or delayed payment of, federalor state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneysâ€™ fees and costs.Â 23. Authority;No Liens, Claims or Assignments Of or On Released Claims. (a) The Company represents and warrants that the undersignedrepresentative of the Company has the authority to act on behalf of the Company and to

bind the Company and all who may claimthrough it to the terms and conditions of this Separation Agreement and that there are no liens or claims of lien or assignments inlaw or equity or otherwise of or against any of the claims or causes of action released herein by the Company. (b) The Executiverepresents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bindthem to the terms and conditions of this Separation Agreement that there are no liens or claims of lien or assignments in law orequity or otherwise of or against any of the claims or causes of action released herein by the Executive.Â 12 Â Â 24. NoRepresentations. (a) The Executive represents and warrants that, in entering into this Separation Agreement, he has not relied uponany representations or statements made by the Company that are not specifically set forth in this Separation Agreement. (b) The Companyrepresents and warrants that, in entering into this Separation Agreement, it has not relied upon any representations or statements madeby the Executive that are not specifically set forth in this Separation Agreement.Â 25. NoWaiver. The failure of a Party to insist upon the performance of any of the terms and conditions in this Separation Agreement, orthe failure to prosecute any breach of any of the terms or conditions of this Separation Agreement, will not be construed thereafter asa waiver by that Party of any such terms or conditions. This entire Separation Agreement will remain in full force and effect as if nosuch forbearance or failure of performance had occurred.Â 26. Attorneysâ€™Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver hereinunder the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Separation Agreement, the prevailingParty will be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonableattorneysâ€™ fees incurred in connection with such an action.Â 27. ARBITRATION.THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERSHEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN DOUGLAS COUNTY, NEBRASKA BEFORE THE JUDICIAL ARBITRATION & MEDIATIONSERVICES, INC. (â€œJAMSâ€), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (â€œJAMS RULESâ€). THEARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION INACCORDANCE WITH NEBRASKA LAW, AND THE ARBITRATOR SHALL APPLY PENNSYLVANIA SUBSTANTIVE LAW (AND, IF APPLICABLE, SUBSTANTIVE FEDERALLAW) TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMSRULES CONFLICT WITH APPLICABLE NEBRASKA OR FEDERAL LAW, THE NEBRASKAS OR FEDERAL LAW, AS THE CASE MAY BE, SHALL TAKE PRECEDENCE. THEAWARD OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION, SUBJECT TO THE RIGHTS OF A PARTYUNDER THE FEDERAL ARBITRATION ACT OR THE PENNSYLVANIA UNIFORM ARBITRATION ACT TO MOVE TO HAVE THE AWARD VACATED, MODIFIED, ORCORRECTED. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OFCOMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTSAND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED,HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYSâ€™ FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THEPARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY.NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONALREMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT ANDANY AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICTWITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.Â 13 Â Â 28. GoverningLaw. This Separation Agreement is governed by the laws of the State of Nebraska, without regard to its principles of conflicts oflaw.Â 29. Counterparts.This Separation Agreement may be executed in counterparts and also by facsimile, scan or other electronic means (e.g., DocuSign),and each counterpart, facsimile or electronic copy will have the same force and effect as an original and will constitute an effective,binding agreement on the part of each of the undersigned.Â 30. FurtherAssurances. The Parties agree to take all actions and to make, deliver, and sign any other documents and instruments that are necessaryto carry out the terms, provisions, purpose, and intent of this Settlement Agreement.Â 31. SectionHeadings. The Section headings (e.g., â€œCounterpartsâ€) used in this Separation Agreement are inserted forconvenience only and will be disregarded in construing this Separation Agreement.Â 32. IMPORTANT.Notwithstanding anything to the contrary in this Settlement Agreement (including, without limitation, anything in its Sections 7, 8, or11) or the CIAA, nothing in this Settlement Agreement or the CIAA prohibits, restricts, or limits, or is intended to prohibit, restrict,or limit the right or ability of a Party (the â€œReporting Partyâ€) to: (a) report to, or communicate with, the appropriatefederal or state law enforcement authorities or regulatory agencies about any possible unlawful conduct, regardless of when it occurred,by the other Party, its affiliated companies, or any of its successors, assigns, officers, directors, members, managers, consultants,contractors, or employees (including any employment harassment, assault, or discrimination), or speak with the Reporting Partyâ€™sown attorney about any such possible unlawful conduct; (b) report to or communicate with the United States Securities and Exchange Commission(â€œSECâ€) or any state securities regulator about any possible violation of a federal or state securities law (including,without limitation, such violation by either the Executive or the Company), regardless of when such possible violation occurred, or speakwith the Reporting Partyâ€™s own attorney about such possible violation, or (c) apply for or receive an award from the SEC under thefederal Securities Whistleblower Incentives program or from a state securities regulatory agency under a substantially similar state incentiveprogram in connection with reporting a possible violation of a federal or state securities law.Â [The remainder of this page is purposefully blank;the signature page follows.]Â 14 Â Â CONSULT WITH AN ATTORNEY AND READTHIS SEPARATIONAGREEMENT AND RELEASE OF CLAIMS CAREFULLYBEFORE SIGNING IT. BY SIGNING THIS SEPARATION AGREEMENT ANDRELEASE OF CLAIMS YOU ARE GIVINGUP IMPORTANT LEGAL RIGHTS.Â FURTHERMORE,THIS CONTRACT CONTAINS AN ARBITRATIONPROVISION WHICH MAY BE ENFORCED BY THE PARTIES.Â IN WITNESS WHEREOF, theParties have executed this Separation Agreement on the respective dates set forth below.Â CLEANCORE SOLUTIONS, INC. Â Â Â By: /s/ Clayton Adams Â Name: Clayton Adams Â Title: President Â Â Â Dated: June 10, 2024 Â Â Â DOUGLAS T. MOORE Â Â Â Signed:Â /s/ Doug Moore Â Â Â Dated: June 9, 2024 Â Â Â 15 Exhibit 10.20Â CONSULTING AGREEMENTÂ EFFECTIVEDATE: April 1, 2024Â THIS CONSULTINGAGREEMENT (the â€œAgreementâ€) is made as of the Effective Date set forth above by and between CLEANCORESOLUTIONS, INC., a Nevada corporation

(â€œClientâ€) and the entity on the signature page hereto (â€œConsultantâ€).Â 1.Â Engagementof Services. In connection with the goal of advancing the Clientâ€™s aqueous ozone products in healthcare settings for Client, the Consultantwill provide services to the Client and from and after the date hereof and subject to the terms of this Agreement, Consultant will renderthe following additional services to Client relating to the goal of advancing the use and adoption of aqueous ozone. The Consultant willprovide necessary management services and insight on the day-to-day operations of the business in order to acquire new healthcare clients,and advise the Client on sales of the aqueous ozone products in the healthcare sector, assist and work on public company accounting functions,and strategic goals (all of such services, including those rendered prior to the date hereof are referred to herein as the â€œServicesâ€).Consultant will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Consultantwill provide, at Consultantâ€™s own expense, a place of work and all equipment, tools and other materials necessary to complete the Services;however, to the extent necessary to facilitate performance of the Services, Client may, in its discretion, make its equipment or facilitiesavailable to Consultant at Consultantâ€™s request. While on the Clientâ€™s premises, Consultant agrees to comply with Clientâ€™s then-currentaccess rules and procedures, including those related to safety, security and confidentiality. Consultant agrees and acknowledges thatConsultant has no expectation of privacy with respect to Clientâ€™s telecommunications, networking or information processing systems (includingstored computer files, email messages and voice messages) and that Consultantâ€™s activities, including the sending or receiving of anyfiles or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed,at any time, without notice.Â 2.Â Compensation.The client will pay the Consultant Twenty-Two Thousand dollars ($22,000) in compensation for each month of service until the Consultantenters into a formal employment agreement or terminates this agreement. In addition, the client will issue 250,000 RSUâ€™s vested immediatelyand 18 months following an additional 250,000 vesting upon immediately. The Consultant will be reimbursed for reasonable and documentedexpenses. At any time the consultant could elect to defer cash compensation in leu of stock. The consultant currently has deferred expensesof ___ and loans of ___.Â 3.Â Additionalrenumeration: The client agrees to pay the consultant $175,000 USD in the event of a successful IPO where gross proceeds of 4mm orabove are raised.Â 4.Â BoardClause: The client agrees the consultant will be granted Board observation rights for the term of this agreement. The client alsoagrees within 18 months the consultant has the ability to be assigned one board seat at his discretion but not outside of 18 months.Â Â Â Â 5.Â Ownershipof Work Product. Consultant agrees that any and all Work Product, other than Preexisting IP (as defined below), shall be the soleand exclusive property of Client. Consultant hereby irrevocably assigns to Client all right, title and interest worldwide in and to anydeliverables arising from the provision of the Services (â€œDeliverablesâ€), and to any ideas, concepts, processes,discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightableworks, and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Client duringor before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rightstherein (the â€œWork Productâ€). Consultant retains no rights to use the Work Product other than rights to PreexistingIP and agrees not to challenge the validity of Clientâ€™s ownership of the Work Product. Consultant agrees to execute, at Clientâ€™s requestand expense, all documents and other instruments necessary or desirable to confirm such assignment. In the event that Consultant doesnot, for any reason, execute such documents within a reasonable time after Clientâ€™s request, Consultant hereby irrevocably appoints Clientas Consultantâ€™s attorney-in-fact for the purpose of executing such documents on Consultantâ€™s behalf, which appointment is coupled withan interest.Â 6.Â OtherRights. If Consultant has any rights, including without limitation â€œartistâ€™s rightsâ€ or â€œmoral rights,â€ in theWork Product other than Preexisting IP which cannot be assigned, Consultant hereby unconditionally and irrevocably grants to Client anexclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense throughmultiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the WorkProduct in any medium or format, whether now known of later developed. In the event that Consultant has any rights in the Work Productthat cannot be assigned or licensed, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claimsand causes of action of any kind against Client or Clientâ€™s customers.Â 7.Â Licenseto Preexisting IP. Client acknowledges that Consultant may incorporate into Work Product intellectual property developed by a thirdparty or by Consultant other than in the course of performing services for Client (â€œPreexisting IPâ€). To the extentthat Consultant uses or incorporates Preexisting IP into Work Product, Consultant hereby grants to Client a non-exclusive, perpetual,fully-paid and royalty-free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, touse, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now knownof later developed, such Preexisting IP incorporated or used in Work Product. However, in no event will Consultant incorporate into theWork Product any software code licensed under the GNU GPL or LGPL or any similar â€œopen sourceâ€ license. Consultant representsand warrants that Consultant has an unqualified right to license to Client all Preexisting IP as provided in this section.Â Â 2 Â Â 8.Â Representationsand Warranties. Consultant represents and warrants that: (a) the Services shall be performed in a professional manner and in accordancewith the industry standards, (b) Work Product will be an original work of Consultant, (c) Consultant has the right and unrestricted abilityto assign the ownership of Work Product to Client as set forth in Section 3 (including without limitation the right to assign the ownershipof any Work Product created by Consultantâ€™s employees or contractors), (d) the Work Product nor any element thereof will infringe uponor misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of anyperson, whether contractual, statutory or common law, (e) Consultant has an unqualified right to grant to Client the license to PreexistingIP set forth in Section 5, and (f) Consultant will comply with all applicable federal, state, local and foreign laws governing self-employedindividuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, andother contributions. Consultant agrees to indemnify and hold Client harmless from any and all damages, costs, claims, expenses or otherliability (including reasonable attorneysâ€™ fees) arising from or relating to the breach or alleged breach by Consultant of the representationsand warranties set forth in this Section 6.Â 9.Â IndependentContractor Relationship. Consultantâ€™s relationship with Client is that of an independent contractor, and nothing in this Agreementis intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship between Client andany of Consultantâ€™s employees or agents. Consultant is not authorized to make any representation, contract, or commitment on behalf ofClient. Consultant (if Consultant is an individual) and Consultantâ€™s employees will not be entitled to any of the benefits that Clientmay make available to its employees, including, but not limited to, group health

or life insurance, profit-sharing or retirement benefits.Because Consultant is an independent contractor, Client will not withhold or make payments for social security, make unemployment insuranceor disability insurance contributions, or obtain workersâ€™ compensation insurance on behalf of Consultant. Consultant is solely responsiblefor, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or localtax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant is solely responsible for,and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Consultantâ€™scompensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payrolltaxes. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as requiredby law. If, notwithstanding the foregoing, Consultant is reclassified as an employee of Client, or any affiliate of Client, by the U.S.Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrativeor judicial proceeding, Consultant agrees that Consultant will not, as the result of such reclassification, be entitled to or eligiblefor, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.Â Â 3 Â Â 10.Â ConfidentialInformation. Consultant agrees that during the term of this Agreement and thereafter it will not use or permit the use ofClientâ€™s Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, will hold suchConfidential Information in confidence and protect it from unauthorized use and disclosure, and will not disclose such ConfidentialInformation to any third parties except as set forth in Section 9 below. â€œConfidential Informationâ€ as usedin this Agreement shall mean all information disclosed by Client to Consultant, whether during or before the term of this Agreement,that is not generally known in the Clientâ€™s trade or industry and shall include, without limitation: (a) concepts and ideas relatingto the development and distribution of content in any medium or to the current, future and proposed products or services of Clientor its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software sourcedocuments; (c) information regarding plans for research, development, new service offerings or products, marketing and selling,business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices andcosts, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e)any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries oraffiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose suchinformation to the Client or Consultant in the course of Clientâ€™s business. Confidential Information does not include informationthat (x) is or becomes a part of the public domain through no act or omission of Consultant, (y) is disclosed to Consultant by athird party without restrictions on disclosure, or (z) was in Consultantâ€™s lawful possession prior to the disclosure and was notobtained by Consultant either directly or indirectly from Client. In addition, this section will not be construed to prohibitdisclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or othergovernmental authority; provided, however, that Consultant shall first have given notice to Client and shall have made a reasonableeffort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for whichthe order was issued. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client orits suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies ofthe Confidential Information.Â 11.Â Consultantâ€™sEmployees. Consultant will ensure that each of its employees and agents who will have access to any Confidential Information or performany Services has entered into a binding written agreement that is expressly for the benefit of Client and protects Clientâ€™s rights andinterests to at least the same degree as Section 8. Client reserves the right to refuse or limit Consultantâ€™s use of any employee or consultantor to require Consultant to remove any employee or consultant already engaged in the performance of the Services. Clientâ€™s exercise ofsuch right will in no way limit Consultantâ€™s obligations under this Agreement.Â 12.Â NoConflict of Interest. During the term of this Agreement, Consultant will not accept work, enter into a contract, or accept an obligationfrom any third party, inconsistent or incompatible with Consultantâ€™s obligations, or the scope of Services rendered for Client, underthis Agreement. Consultant warrants that there is no other contract or duty on its part inconsistent with this Agreement. Consultant agreesto indemnify Client from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreementwith any third party.Â 13. Term and Termination.Â 13.1 Term. The initial term of this Agreement is through October 23rd 2025.Â 13.2 TerminationWithout Cause. Client may terminate this Agreement with cause, at any time upon thirty (30) days prior written notice toConsultant. Consultant may terminate this Agreement with or without cause, at any time upon thirty (30) days prior written notice toClient. If the client terminates this agreement for any reason the remaining months remaining should be paid on the same scheduleuntil the contract would terminate on August 8th, 2025.Â Â 4 Â Â 13.3Â Terminationfor Cause. Either party may terminate this Agreement immediately in the event the other party has materially breached the Agreementand failed to cure such breach within thirty (30) days of receipt of notice by the non-breaching party. If the company were to terminatethis agreement the totality of this agreement shall be paid through the entire contract period eighteen (18) months.Â 13.4Â Survival.The rights and obligations contained in Sections 3 (â€œOwnership of Work Productâ€), 4 (â€œOther Rightsâ€),5 (â€œLicense to Preexisting IPâ€), 6 (â€œRepresentations and Warrantiesâ€), 8 (â€œConfidentialInformationâ€) and 12 (â€œNoninterference with Businessâ€) will survive any termination or expirationof this Agreement.Â 14.Â Successorsand Assigns. Consultant may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreementwithout Clientâ€™s prior written consent. Any attempted assignment in violation of the foregoing shall be null and void. Subject to theforegoing, this Agreement will be for the benefit of Clientâ€™s successors and assigns and will be binding on Consultantâ€™s assignees.Â 15.Â Notices.Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated:(i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopyor facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receiptrequested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party mayspecify in writing.Â 16.Â GoverningLaw. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State ofNebraska, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.Â 17.Â Severability.Should any provisions of this Agreement be held by a court oflaw to be illegal, invalid, or unenforceable, the legality, validity andenforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.Â 18.Â Waiver.The waiver by Client of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of anyother or

subsequent breach by Consultant.Â 19.Â EntireAgreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedesall prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern allservices undertaken by Consultant for Client. This Agreement may only be changed or amended by mutual agreement of authorizedrepresentatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which shall be deemedan original and all of which shall be taken together and deemed to be one instrument.Â [Remainder of page intentionally left blank]Â Â 5 Â Â IN WITNESS WHEREOF, the parties have executed thisAgreement as of the Effective Date.Â Â Â CLIENT: Â Â Â Â CLEANCORE SOLUTIONS, INC. Â Â Â Â By: /s/ David Enholm Â Â Name:Â David J Enholm Â Â Title: Chief Financial OfficerÂ Address: 5920 South 118th Circle, Suite 2 Â Â Omaha, NE 68137Â Â CONSULTANT: Â Â Â Â BIRDDOG CAPITAL, LLC Â Â Â Â By: /s/ Clayton Adams Â Â Name: Clayton Adams Â Â Title: Â Â Â Address: Â Â Â Â Â Â Â Â Â Â Â Â Â Exhibit 14.1Â CLEANCORE SOLUTIONS, INC.CODE OF BUSINESS CONDUCT AND ETHICSÂ 1.INTRODUCTIONÂ This Code of BusinessConduct and Ethics (this â€œCodeâ€) has been adopted by the Board of Directors (the â€œBoardâ€) of CleanCoreSolutions, Inc. (together with its subsidiaries, â€œwe,â€ â€œus,â€ â€œourâ€ or the â€œCompanyâ€)for its directors, officers, and other employees. As used herein, the principal executive officer, principal financial officer, principalaccounting officer or controller, or persons performing similar functions are sometimes also referred to as the â€œSenior FinancialOfficers.â€Â All persons subjectto this Code are expected to foster a culture of honesty, integrity, fairness, professionalism, and accountability. The guiding principlesin this Code are designed to deter wrongdoing and to help us adhere to the highest level of ethical conduct in all our activities, includingour relationships with other directors, officers and other employees, and with customers, suppliers, competitors, the government, andthe public, including job candidates and our shareholders.Â 2.COMPLIANCE WITH LAWS, RULES, AND REGULATIONSÂ We are committed toconducting our business affairs in compliance with all applicable laws, rules, and regulations. In line with our culture of accountability,each person subject to this Code is expected to have a basic understanding of the major laws and regulations that apply to their work.If you are unsure about a situation or practice, or applicable law, rule, or regulation, please contact the Chief Financial Officer forassistance.Â While it is impracticalto list all pertinent laws in this Code, a few widely applicable legal requirements are described here:Â Insider TradingLawsÂ Using any non-publicCompany information to trade in securities (e.g. buying or selling stock, including derivatives), or providing a family member, friendor any other person with a â€œtipâ€ about this information, could constitute insider trading. Insider trading is illegal, andit violates this Code and our Insider Trading Policy. You should familiarize yourself with the Insider Trading Policy, which describescompany-wide measures designed to mitigate insider trading risks such as blackout periods and preclearance procedures.Â You should also rememberthat complying with securities laws extends beyond the Company â€“ you should not buy or sell stock of any other company using materialnon- public information you have learned about that company through the scope of your employment or otherwise. Please contact the Administratorof the Insider Trading Policy with any specific questions about trading in securities.Â Â Â Â Anti-corruptionand Anti-bribery LawsÂ We do not toleratecorruption in connection with any of our business dealings. We strictly prohibit bribes, kickbacks, illegal payments and any other offerof items of value that may improperly influence or reward any individual, whether that individual is a government official or a privateparty, and whether provided directly or through a third party such as a supplier, customs broker or other agent.Â You should be carefulwhen you give gifts and pay for meals, entertainment, or other business courtesies on behalf of the Company. Anything of value can beconsidered a gift, and a gift should not be given or received unless all of the following conditions are met: (i) it is of nominal value(less than $150); (ii) it is customary under the circumstances (cash is never customary); (iii) it is not designed to obtain special orfavored treatment; (iv) it is legal in the location and under the circumstances where given and (v) the recipient is not a governmentofficial. The best approach to complying with this policy is to exercise good judgment â€“ gifts and other business courtesies shouldnot become a regular occurrence, should not be excessive in value and should not impact business objectivity.Â You should be especiallycareful when dealing with a governmental official. â€œGovernment officialsâ€ include any government employee; candidatefor public office; or employee of government-owned or -controlled companies, public international organizations, or political parties.Several laws around the world, including the U.S. Foreign Corrupt Practices Act, specifically prohibit offering or giving anything ofvalue to government officials to influence official action or to secure an improper advantage. This includes not only traditional gifts,but also things like meals, travel, political or charitable contributions, and job offers for government officialsâ€™ relatives. Toprevent violations, before extending any gift or other business courtesy involving a government official, please consult our Anti- CorruptionPolicy and if you still have questions, please contact the Chief Financial Officer.Â Antitrust andCompetition LawsÂ You should treat businesspartners, competitors and other stakeholders and decision- makers fairly. This means we should not take unfair advantages through manipulation,concealment, abuse of privileged information, misrepresentation of material facts or other unfair practices. Antitrust and competitionlaw is a complex subject, but in general, these laws prohibit activities aimed at preventing or restricting free competition, abusingintellectual property rights or using market power to unfairly disadvantage competitors. If there is a question as to the appropriatenessof a particular business decision or course of action, you should seek advice from the Chief Financial Officer.Â 2Â Â Â 3.CONFLICTS OF INTERESTÂ A conflict of interestis any activity that is inconsistent with or opposed to our best interest, or that gives the appearance of impropriety or divided loyalty.When considering a course of action, ask yourself whether the action youâ€™re considering could create an incentive for you, or appearto others to create an incentive for you, to benefit yourself, your friends or family, or an associated business at the expense of theCompany. If the answer is â€œyes,â€ the action youâ€™re considering is likely to create a conflict of interest situation,and you should avoid it. A common conflict of interest scenario involves business opportunities found through work, such as a product,service, app, customer, supplier or other opportunity we may want to pursue. You may not compete with the Company, and any business opportunitiesdiscovered through your work at the Company belong first to the Company. A few other places where conflicts of interest often arise include:making personal investments; purchasing or selling products for personal gain; hiring, promoting or selecting contractors or vendors;accepting outside employment, advisory roles and board seats and starting your own business; inventions; friends and relatives; workplacerelationships; and gifts, entertainment and other business courtesies. Use good judgment, and if you are unsure about a potential conflictof interest, please consult our Related Party Transactions Policy and if you still have questions, please contact the Chief FinancialOfficer.Â 4.PROTECTION AND PROPER USE OF COMPANY ASSETS AND PERSONAL INFORMATIONÂ Employees use Companyassets every day, including computers, phones, software, vehicles, facilities, supplies, data, and intellectual property. You should protectthese assets against loss, damage or theft and use them only for legal, appropriate reasons in accordance with Company guidelines.Â Confidential

proprietaryinformation and intellectual property generated and gathered in our business is also a valuable Company asset. Protecting these assetsplays a vital role in our continued growth and ability to compete. Intellectual property includes copyrights, patents, trademarks, productand package designs, brand names and logos, inventions, and trade secrets. At all times, you should take precautions to protect our intellectualproperty and confidential business information including not talking about or sharing information about these things in public placesor forums (such as social media). As part of our day-to-day operations, we also come into contact with the personal information of customers,job candidates, business partners and other employees. It is critical that you keep personal information safe and follow all applicabledata privacy laws and Company policies for collecting, storing, using, sharing, and disposing of personal information. Please contactthe Chief Financial Officer with any questions about privacy or data protection.Â 5.PUBLIC DISCLOSUREÂ SeniorFinancial Officers are responsible for ensuring that the disclosure in the Companyâ€™s periodic reports is full, fair, accurate,timely and understandable. To fulfill our legal, financial and management obligations, you should follow the Companyâ€™s policiesand make sure our financial records are complete and accurate and internal controls are honored. Inaccurate financial reporting couldundermine shareholder confidence, impact our reputation, and subject the Company to fines and penalties.Â 3 Â Â 6.EQUAL OPPORTUNITY, NON-DISCRIMINATION AND FAIR EMPLOYMENTÂ We are committedto diversity and inclusion in all aspects of our business. We do not tolerate discrimination based on characteristics such as race, sex,age, religion, gender identity or expression, sexual orientation, national origin, genetic information, pregnancy or related conditions,ancestry, marital status, mental or physical disability, medical condition, veteran status or any other basis protected by local law.We also make all reasonable accommodations to meet our obligations under laws protecting the rights of the disabled. Our policies aredesigned to ensure that all personnel are treated, and treat each other, fairly and with respect and dignity. This applies to interactionswith employees, customers, contractors, suppliers and applicants for employment, and any other interactions where you represent the Company.Â We also have azero-tolerance policy on harassment, violence or any verbal or physical conduct that creates an intimidating, offensive or hostile workenvironment. Any behavior or incident that violates this Code should be immediately reported to your manager, HR, the Chief FinancialOfficer, or any combination thereof. We will promptly and thoroughly investigate any complaints and take appropriate action.Â 7.WORKPLACE SAFETYÂ We are committedto providing a safe and healthy workplace. You are expected to follow all applicable health and safety rules and practices and to reportaccidents, injuries and unsafe conditions, procedures, or behaviors. You are also expected to report to work in a condition to performyour duties, free from the influence of drugs or alcohol.Â 8.COMPLIANCE WITH THIS CODE AND REPORTING OF ANY ILLEGAL OR UNETHICAL BEHAVIORÂ Alldirectors, officers and other employees, as well as independent contractors, consultants and others who do business with us are expectedto comply with this Code. Failure to comply with this Code, or failure to report a violation, may result in disciplinary action up toand including termination of employment or the end of your working relationship with the Company. You have a responsibility to speakup when you are in a situation or are aware of a situation that you believe may violate or lead to a violation of this Code, Companypolicy or the law. If you have knowledge of a possible violation, you must notify either your manager (provided your manager is not involvedin the violation), HR or the Chief Financial Officer. You can also report violations in writing to the Chief Financial Officer at 5920South 118th Circle, Suite 2, Omaha, NE 68137. If you would be more comfortable doing so, you may submit your reports anonymously.Your information will be shared only with those who have a need to know, such as those involved in answering your questions or investigatingand correcting issues you raise. If your report involves accounting, internal accounting controls, finance, or auditing matters, we maybe required to share such information with the Audit Committee of the Board. We will not retaliate, and will not tolerate any kind ofretaliation, for reporting a concern in good faith.Â 9.WAIVERS AND AMENDMENTSÂ Amendments to thisCode must be approved by the Board and will be promptly disclosed as required by law. Any waivers of the provisions in this Code for SeniorFinancial Officers may only be granted by the Board and will be promptly disclosed as required by law.Â Â 4Â Â Exhibit 19.1Â CLEANCORE SOLUTIONS,INC.INSIDER TRADING POLICYÂ 1.PURPOSEÂ This InsiderTrading Policy (this â€œPolicyâ€) states the policy with respect to transactions in the securities of CleanCore Solutions,Inc. (the â€œCompanyâ€), and the handling of confidential information about the Company and other companies with whichthe Company does business. The Companyâ€™s Board of Directors has adopted this Policy to promote compliance with federal and statesecurities laws that prohibit certain persons who are aware of material nonpublic information about a company from (i) trading in securitiesof that company, or (ii) providing material nonpublic information to other persons who may trade on the basis of that information.Â 2.PERSONS SUBJECT TO THE POLICYÂ This Policy appliesto all members of the Companyâ€™s Board of Directors (collectively, â€œdirectorsâ€ and each, a â€œdirectorâ€),officers and employees of the Company and its subsidiaries. The Company may also determine that other persons should be subject to thisPolicy, such as contractors or consultants who have access to material nonpublic information about the Company. With respect to any personcovered by this Policy, this Policy also applies to that personâ€™s family members, other members of that personâ€™s household,and entities controlled by that person, as described below under â€œTransactions by Family Members and Othersâ€ and â€œTransactionsby Entities That You Influence or Control.â€Â 3.TRANSACTIONS SUBJECT TO THE POLICYÂ This Policyapplies to transactions in the Companyâ€™s securities (collectively, â€œCompany Securitiesâ€), including the Companyâ€™sclass A common stock, class B common stock, preferred stock, restricted shares, options to purchase either class A or class B common stock,or any other type of security the Company may issue, including (but not limited to) preferred shares, convertible debentures and warrants.In addition, this Policy applies to derivative securities that are not issued by the Company, but which relate to Company Securities,such as exchange-traded put or call options or swaps. This Policy similarly applies to transactions in or relating to the securities ofcertain other companies with which the Company does business.Â 4.INDIVIDUAL RESPONSIBILITYÂ Persons subjectto this Policy have ethical and legal obligations to maintain the confidentiality of information about the Company and to not engage intransactions in Company Securities while in possession of material nonpublic information. Each individual is responsible for making surethat he or she complies with this Policy, and that any family member, household member or related entity whose transactions are subjectto this Policy, as discussed below, also comply with this Policy. In all cases, the responsibility for determining whether an individualis in possession of material nonpublic information rests with that individual, and any action on the part of the Company, the Administrator(as defined below) or any other employee or director pursuant to this Policy (or otherwise) does not in any way constitute legal adviceor insulate an individual from liability under applicable securities laws. You could be subject to severe legal penalties and disciplinaryaction by the Company for any conduct prohibited by this Policy or applicable securities laws, as described below under â€œConsequencesof Violations.â€Â -1- Â Â 5.ADMINISTRATION OF THE POLICYÂ The â€œAdministratorâ€of this Policy is the Companyâ€™s Chief Financial Officer, or such other individual designated by

the Companyâ€™s Board of Directorsfrom time to time. All determinations and interpretations by the Administrator are final and not subject to further review.Â 6.PRINCIPAL STATEMENT OF POLICYÂ (a)Â Tradingin Company Securities and Disclosure of Nonpublic Information. No director, officer, or other employee of the Company (or any otherperson designated by this Policy or by the Administrator as subject to this Policy) who is aware of material nonpublic information relatingto the Company may, directly or indirectly through family members or other persons or entities:Â (i)Â engagein transactions in Company Securities, except as otherwise specified in this Policy under the heading â€œLimited Exceptions;â€Â (ii) recommend the purchase or sale of any Company Securities;Â (iii)Â disclosematerial nonpublic information to persons within the Company whose jobs do not require them to have that information, or to persons outsideof the Company, including, but not limited to, family, friends, business associates, investors, and consultants, except as required inthe performance of regular corporate duties and only to the extent appropriate confidentiality protections are effective and the disclosureconforms to Company policies; orÂ (iv) assist anyone engaged in the above activities.Â (b)Â Tradingin Securities of Other Companies. No director, officer or other employee of the Company (or any other person designated by this Policyor by the Administrator as subject to this Policy) who, in the course of working for the Company, learns of material nonpublic informationabout a company with which the Company does or intends to do business, including a customer, supplier or service provider of the Company,may trade in that companyâ€™s securities until the information becomes public or is no longer material.Â (c)Â NoExceptions. There are no exceptions to this Policy, except as specifically noted herein. Transactions that may be necessary or justifiablefor independent reasons (such as the need to raise money for an emergency expenditure), or small transactions, are not excluded from thisPolicy. The securities laws do not recognize any mitigating circumstances, and, in any event, even the appearance of an improper transactionmust be avoided to preserve the Companyâ€™s reputation for adhering to the highest standards of conduct.Â -2- Â Â 7.DEFINITION OF MATERIAL NONPUBLIC INFORMATIONÂ (a)Â MaterialInformation. Information is considered â€œmaterialâ€ if a reasonable investor would consider that information important inmaking a decision to buy, hold or sell securities. Any information that could be expected to impact the Companyâ€™s share price,whether it is positive or negative, is considered material. There is no bright-line standard for assessing materiality; rather,materiality is based on an assessment of all of the facts and circumstances, and is often evaluated by enforcement authorities with thebenefit of hindsight. While it is not possible to define all categories of material information, some examples of information that ordinarilywould be regarded as material are:Â â—operating or financial results or projections, including earningsguidance;Â â—analyst upgrades or downgrades of the Company or one of itssecurities;Â â—corporate transactions, such as mergers, acquisitions or restructurings;Â â—dividend, share repurchase or recapitalization matters;Â â—debt or equity financing matters;Â â—regulatory matters;Â â—a change in the Board of Directors or senior management;Â â—a change in auditors or disagreements with auditors;Â â—impending bankruptcy or the existence of severe liquidityproblems;Â â—litigation or regulatory proceedings and investigations;Â â—the imposition of a ban on trading in Company Securities orother securities;Â â—intellectual property and other proprietary information; andÂ â—significant corporate developments, including with respectto research and development activities.Â (b)Â NonpublicInformation. Information is considered â€œnonpublicâ€ if that information has not been broadly disclosed to the marketplace,such as by press release or a filing with the U.S. Securities and Exchange Commission (the â€œSECâ€), and/or the investingpublic has not had time to fully absorb that information. Nonpublic information may include:Â â—information available to a select group of persons subjectto confidentiality obligations to the Company;Â â—undisclosed facts that are the subject of rumors, even ifthe rumors are widely circulated; andÂ â—information that has been entrusted to the Company on a confidentialbasis.Â As a generalrule, information should not be considered fully absorbed by the investing public until the second business day after the day on whichthe information is released. If, for example, the Company makes an announcement at 9 am ET on Monday, a person subject to this Policyshould not trade in Company Securities until the market opens on Wednesday. If such an announcement were made at 6 pm ET on Monday, theperson subject to this Policy should not trade in Company Securities until the market opens on Thursday. Depending on the particular circumstances,the Company may determine that a longer or shorter period should apply.Â -3- Â Â 8.TRANSACTIONS BY FAMILY MEMBERS AND OTHERSÂ This Policyapplies to your family members who reside with you, anyone else who lives in your household and any family members who do not live inyour household but whose transactions in Company Securities are directed by you or are subject to your influence or control, such as parentsor children who consult with you before they trade in Company Securities (collectively, â€œFamily Membersâ€). You areresponsible for the transactions of your Family Members and therefore should make them aware of the need to confer with you before theytrade in Company Securities, and you should treat all such transactions for the purposes of this Policy and applicable securities lawsas if the transactions were for your own account. This Policy does not, however, apply to personal securities transactions of Family Memberswhere the purchase or sale decision is made by a third party not controlled by, influenced by or related to you or your Family Members.Â 9.TRANSACTIONS BY ENTITIES THAT YOU INFLUENCE OR CONTROLÂ This Policyapplies to any entities that you influence or control, including any corporations, partnerships, or trusts (collectively, â€œControlledEntitiesâ€), and transactions by these Controlled Entities should be treated for the purposes of this Policy and applicable securitieslaws as if they were for your own account.Â 10.LIMITED EXCEPTIONSÂ This Policy doesnot apply in the case of the following transactions (although these transactions may nevertheless be subject to the requirements of Section16 of the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€), applicable to directors and executive officers):Â (a)Â OptionExercises. This Policy does not apply generally to the exercise of an option, including a cashless exercise solely through the Companyor the exercise of a tax withholding right through the Company to satisfy tax withholding requirements. However, this Policy does applyto any sale of shares received upon exercise of an option, including any deemed sale caused by an election to make a cashless exercisethrough a broker, or any other market sale for the purpose of generating the cash necessary to pay the option exercise price.Â (b)Â Rule10b5-1 Plans. Rule 10b5-1 under the Exchange Act provides a defense from insider trading liability under Rule 10b-5. In order to beeligible to rely on this defense, a person subject to this Policy must enter into a Rule 10b5-1 plan for transactions in Company Securitiesthat meets certain conditions specified in the Rule (a â€œRule 10b5-1 Planâ€). If the plan meets the requirements of Rule10b5- 1, Company Securities may be purchased or sold without regard to certain insider trading restrictions. To comply with this Policy,a Rule 10b5-1 Plan must be approved by the Administrator and meet the requirements of Rule 10b5-l and the Companyâ€™s â€œGuidelinesfor Rule 10b5-l Plans,â€ which are set forth in Appendix 10(b) to this Policy. In general, to ensure that a Rule 10b5-1 Planis entered into at a time when the person entering into the plan is not aware of material nonpublic information, it must be entered intoduring an Open Trading Window. Once the plan is adopted, the person must not exercise any influence over the amount of securities to

betraded, the price at which they are to be traded or the date of the trade. The plan must either specify the amount, pricing and timingof transactions in advance or delegate discretion on these matters to an independent third party. Any Rule 10b5-l Plan must be submittedfor approval at least five (5) business days prior to the entry into the Rule 10b5-l Plan. No further pre-approval of transactions conductedpursuant to the Rule 10b5-l Plan will be required.Â (c)Â 401(k)Plan. This Policy does not apply to purchases of Company Securities in the Companyâ€™s 401(k) plan resulting from your periodiccontribution of money to the plan pursuant to your payroll deduction election. This Policy does apply, however, to certain elections youmay make under the 401(k) plan, including: (i) an election to increase or decrease the percentage of your periodic contributions thatwill be allocated to any Company share fund; (ii) an election to make an intra-plan transfer of an existing account balance into or outof any Company share fund; (iii) an election to borrow money against your 401(k) plan account if the loan will result in a liquidationof some or all of any Company share fund balance; and (iv) an election to pre-pay a plan loan if the pre-payment will result in allocationof loan proceeds to any Company share fund.Â (d)Â TransactionsNot Involving a Purchase or Sale. Bona fide gifts are not transactions subject to this Policy, unless the person making the gift hasreason to believe that the recipient intends to sell the Company Securities while the director, officer or employee is aware of materialnonpublic information, or the person making the gift is subject to the trading restrictions specified below under â€œAdditional Proceduresâ€and the sales by the recipient of the Company Securities occur outside an Open Trading Window (as defined below). Further, transactionsin mutual funds that are invested in Company Securities are not transactions subject to this Policy.Â -4- Â Â 11.SPECIAL AND PROHIBITED TRANSACTIONSÂ The Companyhas determined that there is a heightened legal risk and/or the appearance of improper or inappropriate conduct if the persons subjectto this Policy engage in certain types of transactions. Therefore, it is the Companyâ€™s policy that any persons covered by this Policymay not engage in any of the following transactions, or should otherwise consider the Companyâ€™s preferences as described below:Â (a)Â Short-TermTrading. Short-term trading of Company Securities may be distracting to the person and may unduly focus the person on the Companyâ€™sshort-term stock market performance instead of the Companyâ€™s long-term business objectives. For these reasons, all persons subjectto this Policy who purchase Company Securities in the open market are discouraged from selling any Company Securities of the same classduring the six months following the purchase (or vice versa). Furthermore, such short-term trading by directors or executive officers(as defined by Rule 16a-l) may result in short-swing profit liability under Section 16(b) of the Exchange Act.Â (b)Â ShortSales. Short sales of Company Securities (i.e., the sale of a security that the seller does not own) may evidence an expectation onthe part of the seller that the securities will decline in value, and therefore have the potential to signal to the market that the sellerlacks confidence in the Companyâ€™s prospects. In addition, short sales may reduce a sellerâ€™s incentive to seek to improve theCompanyâ€™s performance. For these reasons, short sales of Company Securities are prohibited. Furthermore, Section 16(c) of the ExchangeAct prohibits directors and executive officers (as defined by Rule 16a-l) from engaging in short sales. Short sales arising from certaintypes of hedging transactions are subject to the paragraph below captioned â€œHedging Transactions.â€Â (c)Â Publicly-TradedOptions. Given the relatively short term of publicly-traded options, transactions in options may imply that a director, officer oremployee is trading based on material nonpublic information and focus that directorâ€™s, officerâ€™s or other employeeâ€™sattention on short-term performance at the expense of the Companyâ€™s long-term objectives. Accordingly, transactions in put options,call options or other derivative securities, on an exchange or in any other organized market, are prohibited by this Policy. Option positionsarising from certain types of hedging transactions are subject to the paragraph below captioned â€œHedging Transactions.â€Â (d)Â HedgingTransactions. Hedging or monetization transactions can be accomplished through a number of possible mechanisms, including throughthe use of financial instruments such as prepaid variable forwards, equity swaps, collars and exchange funds. Such hedging transactionsmay permit a director, officer, or employee to continue to own Company Securities, but without the full risks and rewards of ownership.When that occurs, the director, officer or employee may no longer have the same objectives as the Companyâ€™s other shareholders.Therefore, directors, officers and employees are prohibited from engaging in any such transactions.Â (e)Â MarginAccounts and Pledged Securities. Securities held in a margin account as collateral for a margin loan may be sold by the broker withoutthe customerâ€™s consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateralfor a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a timewhen the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Company Securities, directors, officers,and other employees are prohibited from holding Company Securities in a margin account or otherwise pledging Company Securities as collateralfor a loan unless the arrangement is specifically approved in advance by the Administrator. Pledges of Company Securities arising fromcertain types of hedging transactions are subject to the paragraph above captioned â€œHedging Transactions.â€Â -5- Â Â (f)Â Standingand Limit Orders. Standing and limit orders (except standing and limit orders under approved Rule 10b5-1 Plans, as described above)create heightened risks for insider trading violations similar to the use of margin accounts. There is no control over the timing of purchasesor sales that result from standing instructions to a broker, and as a result the broker could execute a transaction when a director, officeror other employee is in possession of material nonpublic information. The Company therefore discourages placing standing or limit orderson Company Securities. If a person subject to this Policy determines that they must use a standing order or limit order, the order shouldbe limited to short duration and should otherwise comply with the restrictions and procedures outlined below under the heading â€œAdditionalProcedures.â€Â 12.ADDITIONAL PROCEDURESÂ The Company hasestablished additional procedures in order to assist the Company in the administration of this Policy, to facilitate compliance with lawsprohibiting insider trading while in possession of material nonpublic information, and to avoid the appearance of any impropriety. Theseadditional procedures are applicable only to those individuals described below.Â (a)Â Pre-ClearanceProcedures. All directors, officers and key employees of the Company and its subsidiaries, as well as the Family Members and ControlledEntities of such persons (â€œRestricted Personsâ€), may not engage in any transaction in Company Securitieswithout first obtaining pre-clearance of the transaction from the Administrator. A â€œkey employeeâ€ is an individualthat has been designated as such by the Administrator due to their position in the Company and possible access to material nonpublic information.Key employees generally include senior employees in human resources, accounting, and finance functions, but may include other employeesas designated by the Administrator. The list of Restricted Persons is updated periodically by the Administrator. You will be notifiedby the Administrator if you are considered a Restricted Person for purposes of this Policy. Restricted Persons should submit a requestfor pre-clearance to the Administrator at least two business days in advance of the proposed transaction. The Administrator isunder no obligation to approve a transaction submitted for pre-clearance and may determine not to permit the transaction. If a RestrictedPerson seeks pre-clearance

and permission to engage in the transaction is denied, then he or she should refrain from initiating any transactionin Company Securities and should not inform any other person of the restriction.Â When a requestfor pre-clearance is made, the requestor should carefully consider whether he or she may be aware of any material nonpublic informationabout the Company and should describe fully those circumstances to the Administrator. The requestor should also indicate whether he orshe has effected any non-exempt â€œopposite-wayâ€ transactions (e.g., an openmarket sale would be â€œoppositeâ€ anyopen market purchase, and vice versa) within the past six months, and should be prepared to report the proposed transaction on an appropriateForm 4 or Form 5. The requestor should also be prepared to comply with SEC Rule 144 and file Form 144, if necessary, at the time of anysale.Â A request forpre-clearance must be made in writing, preferably by submission of a completed Request for Pre-Clearance in the form of Exhibit Ato this Policy. Pre-cleared transactions should be effected promptly. Requestors are required to refresh the request for pre-clearanceif a pre-cleared transaction is not effected within five business days after pre-clearance is received.Â -6- Â Â Furthermore,requestors must immediately notify the Administrator following the execution of any transaction.Â (b)Â QuarterlyTrading Restrictions. Restricted Persons may not conduct any transactions involving the Companyâ€™s Securities (other than asspecified by this Policy) except during an Open Trading Window. An â€œOpen Trading Windowâ€ generally begins on the secondbusiness day following the day of public release of the Companyâ€™s quarterly (or annual) earnings and ends 15 calendar days priorto the end of the then current quarter. The Administrator will notify Restricted Persons of the opening and closing of the trading window.Â (c)Â Event-SpecificTrading Restriction Periods. From time to time, an event may occur that is material to the Company and is known by only a few directors,officers and/or employees. So long as the event remains material and nonpublic, the persons designated by the Administrator may not tradeCompany Securities. In addition, material developments impacting the Company may occur in a particular fiscal quarter that, in the judgmentof the Administrator, make it advisable that designated persons should refrain from trading in Company Securities even during the ordinaryOpen Trading Window described above. In that situation, the Administrator may notify these persons that they should not trade in the Companyâ€™sSecurities, without disclosing the reason for the restriction. The existence of an event-specific trading restriction period or the closingof the Open Trading Window will be announced by the Administrator to persons designated by the Administrator. Even if the Administratorhas not designated you a person who should not trade due to an event-specific restriction, you may not trade while aware of material nonpublicinformation. Exceptions will not be granted during an event-specific trading restriction period.Â (d) Exceptions.Â (i)Â Thequarterly trading restrictions and event-driven trading restrictions do not apply to those transactions to which this Policy does notapply, as described above under the heading â€œLimited Exceptions,â€ nor do they apply to an election to participate in an employerplan during an open enrollment period.Â (ii)Â TheAdministrator in his or her discretion may approve other or further exceptions to these requirements on a case-by-case basis in extraordinarycircumstances. Any request for an exception pursuant to this paragraph must be submitted in advance and in writing, and any approval mustbe in writing.Â 13.POST-TERMINATION TRANSACTIONSÂ This Policycontinues to apply to transactions in Company Securities even after termination of service to the Company. If an individual is in possessionof material nonpublic information when his or her service terminates, that individual may not trade in Company Securities until that informationhas become public or is no longer material. The pre-clearance procedures specified under the heading â€œAdditional Proceduresâ€above and applicable to Restricted Persons will continue to apply for a period of six months after a termination of service, in orderto facilitate compliance with Section 16 of the Exchange Act.Â 14.CONSEQUENCES OF VIOLATIONSÂ The purchase orsale of securities while aware of material nonpublic information, or the disclosure of material nonpublic information to others who thentrade in the Companyâ€™s Securities, is prohibited by federal and state laws. Insider trading violations are pursued vigorously bythe SEC, the U.S. Department of Justice and state enforcement authorities. Punishment for insider trading violations is severe and couldinclude significant fines and imprisonment. While the regulatory authorities concentrate their efforts on the individuals who trade, orwho tip inside information to others who trade, the federal securities laws also impose potential liability on companies and other â€œcontrollingpersonsâ€ if they fail to take reasonable steps to prevent insider trading by company personnel.Â -7- Â Â In addition,an individualâ€™s failure to comply with this Policy may subject the individual to Company-imposed sanctions, up to and includingtermination of employment, whether or not the employeeâ€™s failure to comply results in a violation of law. Needless to say, a violationof law, or even an SEC investigation that does not result in prosecution, can tarnish a personâ€™s reputation and irreparably damagea career.Â 15.REPORTING OF VIOLATIONSÂ Any personwho violates this Policy or any federal or state law governing insider trading or tipping, or who knows of or reasonably suspects anysuch violation by another person, should report the matter immediately to his or her supervisor and/or to the Administrator identifiedin Section 5. Employees are obligated to report suspected and actual violations of Company policy or the law. Doing so brings the concerninto the open so that it can be resolved quickly, and more serious harm can be prevented. Failure to do so could result in disciplinaryaction up to and including termination of employment.Â If you encountera situation or are considering a course of action and its appropriateness is unclear, do not hesitate to reach out the Administrator withany questions; even the appearance of impropriety can be very damaging and should be avoided, and the Administrator may be in the bestposition to provide helpful information or other resources.Â 16.CERTIFICATIONÂ All persons subjectto this Policy may be required to certify and re-certify, from time to time, their understanding of, and intent to comply with, this Policy.Â 17.AMENDMENTÂ This Policy maybe amended by the Board of Directors or any committee or designee to which the Board of Directors delegates this authority.Â The Administratorhas the authority to make determinations under, and interpretations of, this Policy, as specified in this Policy under the heading â€œAdministrationof the Policy.â€ In addition, the Administrator is authorized to approve amendments to this Policy that: (i) correct obvious errors(e.g., typographical or grammatical errors); (ii) are necessitated by changes in legal requirements; (iii) are necessary to clarify themeaning of this Policy; or (iv) are administrative in nature, such as the provisions of this Policy under the heading â€œAdditionalProcedures.â€Â -8- Â Â Appendix 10(b)Â Guidelines for Rule 10b5-1 PlansâŽÂ Rule 10b5-1under the Exchange Act provides a defense from insider trading liability under Rule 10b-5. In order to be eligible to rely on this defense,a person subject to our Insider Trading Policy must enter into a Rule 10b5-l Plan for transactions in Company Securities (as defined inthe Insider Trading Policy) that meets certain conditions specified in the Rule. If the plan meets the requirements of Rule 10b5- l, CompanySecurities may be purchased or sold without regard to certain insider trading restrictions. In general, a Rule 10b5-l Plan must be enteredinto at a time when the person entering into the plan is not aware of material nonpublic information. Once the plan is adopted, the personmust not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of thetrade. The plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion on these mattersto an independent third party.Â As specifiedin the Companyâ€™s Insider

Trading Policy, a Rule 10b5-l Plan must be approved by the Administrator and meet the requirements of Rule10b5-l and these guidelines. Any Rule 10b5-l Plan must be submitted for approval at least five business days prior to the entry into theRule 10b5-l Plan. Once a 10b5-1 Plan is approved, no further pre-approval of transactions conducted pursuant to the plan will be required.Â The following guidelinesapply to all Rule 10b5-l Plans:Â â—You may not enter into, modify or terminate a trading programoutside of an Open Trading Window or while in possession of material nonpublic information.Â â—All Rule 10b5-l Plans must have a duration of at least sixmonths and no more than two years.Â â—If a Rule 10b5-l Plan is terminated, you must wait at least30 days before trading outside of the Rule 10b5-l Plan.Â â—If a trading program is terminated, you must wait until thecommencement of the next Open Trading Window before a new Rule 10b5-l Plan may be adopted.Â â—You may not commence sales under a trading program untilat least 30 days following the date of establishment of a trading program. Any modification of a trading program must not take effectfor at least 30 days from the date of modification.Â â—You may not enter into any transaction in Company Securitieswhile the Rule 10b5- l Plan is in effect.Â The approvalor adoption of a Rule 10b5-l Plan in no way reduces or eliminates a personâ€™s obligations under Section 16 of the Exchange Act, includingdisclosure obligations and liability for short-swing profits. Persons subject to Section 16 of the Exchange Act should consult with theirown counsel in implementing a Rule 10b5-l Plan.Â Â âŽCapitalized terms used but not defined herein have the meaningsascribed to them in the CleanCore Solutions, Inc. Insider Trading Policy.Â Â Â Â Exhibit AÂ Request for Pre-ClearanceâŽÂ For pre-clearance to transact inCompany Securities.Â Upon executing a transaction, Restricted Persons mustimmediately notify the Company.Â Transaction Vehicle (check one) Transaction Initiated By (check one) â˜ Open Market Transaction â˜ Employee or immediate family member directly â˜ Equity Compensation Plan â˜ Court or government decree (e.g., divorce decree) â˜ Other (specify): â˜ Broker (provide name, firm, telephone and e-mail): Â Â Â Â Type of Transaction (check one) Â â˜ Purchase or acquire class A or class B common stock â˜ Sell or dispose of class A or class B common stock â˜ Move Company Securities from one account to another (e.g., in or out of a trust) â˜ Dispose of fractional shares Â â˜ Pledge Company Securities for margin account, or otherwise â˜ Exercise options without subsequent sale Â â˜ Exercise options with subsequent sale (e.g., a â€œcashless exerciseâ€) Other (describe): _____ Â Â Â Transaction Detail (provide the following information) Number of securities: _____ Â Estimated share price: _____ Â Contemplated execution date: _____ Â Date of your last â€œopposite wayâ€ transactionâŽâŽ: _____ Â CertificationÂ I certify that I have fully disclosedthe information requested in this form, I have read the CleanCore Solutions, Inc. Insider Trading Policy, I am not in possession of materialnonpublic information, and to the best of my knowledge and belief the proposed transaction will not violate the CleanCore Solutions, Inc.Insider Trading Policy.Â Â Â Â (Sign Above) Â Â Â Â Â (Print Name Above) Â Â Â Â Â (Date) Â Â âŽCapitalized terms used but not defined herein have themeanings ascribed to them in the CleanCore Solutions, Inc. Insider Trading Policy.Â âŽâŽ If a Section 16 insider buys and sells(or sells and buys) Company Securities within a six-month time frame and such transactions are not exempt under SEC rules, the two transactionscan be â€œmatchedâ€ for purposes of Section 16. The insider may be sued and will be strictly liable for any profits made, regardlessof whether the insider was in possession of material nonpublic information.Â Â Â Â Â Exhibit 31.1Â CERTIFICATIONSÂ I,Clayton Adams, certify that:Â 1.I have reviewed this annual report on Form 10-K of CleanCore Solutions, Inc.;Â 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;Â 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;Â 4.The registrantâ€™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 have:Â 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 consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;Â 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; Â Â c)Evaluated the effectiveness of the registrantâ€™s disclosurecontrols 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; andÂ d)Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter (the registrantâ€™s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; andÂ 5.The registrantâ€™s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):Â 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 registrantâ€™s ability to record, process, summarize and report financial information; andÂ b)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Â Date:September 20, 2024Â Â /s/ Clayton Adams Â Clayton Adams Â Chief Executive Officer (Principal Executive Officer) Â Exhibit 31.2Â CERTIFICATIONSÂ I,David Enholm, certify that:Â 1.Ihave reviewed this annual report on Form 10-K of CleanCore Solutions, Inc.;Â 2.Basedon my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to makethe statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period coveredby this report;Â 3.Basedon my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respectsthe financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;Â 4.Theregistrantâ€™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 ActRules 13a-15(f) and 15d-15(f)) for the registrant and have:Â a)Designedsuch disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensurethat material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others

within thoseentities, particularly during the period in which this report is being prepared;Â b)Designedsuch 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 externalpurposes in accordance with generally accepted accounting principles;Â c)Evaluatedthe effectiveness of the registrantâ€™s disclosure controls and procedures and presented in this report our conclusions about theeffectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;andÂ d)Disclosedin this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™smost recent fiscal quarter (the registrantâ€™s fourth fiscal quarter in the case of an annual report) that has materially affected,or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; andÂ 5.Theregistrantâ€™s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financialreporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performingthe equivalent functions):Â a)Allsignificant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonablylikely to adversely affect the registrantâ€™s ability to record, process, summarize and report financial information; andÂ b)Anyfraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internalcontrol over financial reporting.Â Date:September 20, 2024Â Â /s/ David Enholm Â David Enholm Â Chief Financial Officer (Principal Financial and Accounting Officer) Â Exhibit 32.1Â CERTIFICATIONPURSUANT TO 18 U.S.C. SECTION 1350,ASADOPTED PURSUANT TO SECTION 906OF THE SARBANES-OXLEY ACT OF 2002Â Theundersigned Chief Executive Officer of CLEANCORE SOLUTIONS, INC. (the â€œCompanyâ€), DOES HEREBY CERTIFY that:Â 1.The Companyâ€™s Annual Report on Form 10-K for the year ended June 30, 2024 (the â€œReportâ€) fully complies with therequirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; andÂ 2.Information contained in the Report fairly presents, in all material respects, the financial condition and results of operation ofthe Company.Â INWITNESS WHEREOF, the undersigned has executed this statement on September 20, 2024.Â Â /s/ Clayton Adams Â Clayton Adams Â Chief Executive Officer (Principal Executive Officer) Â Asigned original of this written statement required by Section 906 has been provided to CleanCore Solutions, Inc. and will be retainedby CleanCore Solutions, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.Â Theforgoing certification is being furnished to the Securities and Exchange Commission pursuant to Â§ 18 U.S.C. Section 1350. It isnot being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by referenceinto any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in suchfiling.Â Exhibit32.2Â CERTIFICATIONPURSUANT TO 18 U.S.C. SECTION 1350,ASADOPTED PURSUANT TO SECTION 906OF THE SARBANES-OXLEY ACT OF 2002Â Theundersigned Chief Financial Officer of CLEANCORE SOLUTIONS, INC. (the â€œCompanyâ€), DOES HEREBY CERTIFY that:Â 1.The Companyâ€™s Annual Report on Form 10-K for the year ended June 30, 2024 (the â€œReportâ€) fully complies with therequirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; andÂ 2.Information contained in the Report fairly presents, in all material respects, the financial condition and results of operation ofthe Company.Â INWITNESS WHEREOF, the undersigned has executed this statement on September 20, 2024.Â Â /s/ David Enholm Â David Enholm Â Chief Financial Officer (Principal Financial and Accounting Officer) Â Asigned original of this written statement required by Section 906 has been provided to CleanCore Solutions, Inc. and will be retainedby CleanCore Solutions, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.Â Theforgoing certification is being furnished to the Securities and Exchange Commission pursuant to Â§ 18 U.S.C. Section 1350. It isnot being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by referenceinto any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in suchfiling.Â Â Exhibit 97.1Â CLEANCORE SOLUTIONS, INC.Â CLAWBACKPOLICYÂ A.OVERVIEWÂ In accordance withthe applicable rules of the NYSE American LLC Company Guide (the â€œNYSE American Rulesâ€), Section 10D and Rule 10D-1of the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€) (â€œRule 10D-1â€), the Boardof Directors (the â€œBoardâ€) of CleanCore Solutions, Inc. (the â€œCompanyâ€) has adopted this Policy(the â€œPolicyâ€) to provide for the recovery of erroneously awarded Incentive-based Compensation from Executive Officers.All capitalized terms used and not otherwise defined herein shall have the meanings set forth in Section H, below.Â B.RECOVERY OF ERRONEOUSLY AWARDED COMPENSATIONÂ (1)Â Inthe event of an Accounting Restatement, the Company will reasonably promptly recover the Erroneously Awarded Compensation Received inaccordance with the NYSE American Rules and Rule 10D-1 as follows:Â (i)After an Accounting Restatement, the Compensation Committeeof the Board (the â€œCommitteeâ€) shall determine the amount of any Erroneously Awarded Compensation Received by eachExecutive Officer and shall promptly notify each Executive Officer with a written notice containing the amount of any Erroneously AwardedCompensation and a demand for repayment or return of such compensation, as applicable. For Incentive-based Compensation based on (orderived from) the Companyâ€™s common stock price or total stockholder return, where the amount of Erroneously Awarded Compensationis not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement:Â (a)The amount to be repaid or returned shall be determined by the Committee based on a reasonable estimateof the effect of the Accounting Restatement on the Companyâ€™s common stock price or total stockholder return upon which the Incentive-basedCompensation was Received; andÂ (b)The Company shall maintain documentation of the determination of such reasonable estimate and providethe relevant documentation as required to NYSE American.Â (ii)The Committee shall have discretion to determine the appropriate means of recovering Erroneously AwardedCompensation based on the particular facts and circumstances. Notwithstanding the foregoing, except as set forth in Section B(2) below,in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of an ExecutiveOfficerâ€™s obligations hereunder.Â (iii)To the extent that the Executive Officer has already reimbursed the Company for any Erroneously AwardedCompensation Received under any duplicative recovery obligations established by the Company or applicable law, it shall be appropriatefor any such reimbursed amount to be credited to the amount of Erroneously Awarded Compensation that is subject to recovery under thisPolicy.(iv)To the extent that an Executive Officer fails to repay all Erroneously Awarded Compensation to the Companywhen due, the Company shall take all actions reasonable and appropriate to recover such Erroneously Awarded Compensation from the applicableExecutive Officer. The applicable Executive Officer shall be required to reimburse the Company for any and all expenses reasonably incurred(including legal fees) by the Company in recovering such Erroneously Awarded Compensation in accordance with the immediately precedingsentence.Â Â Â Â (2)Â Notwithstandinganything herein to the contrary, the Company

shall not be required to take the actions contemplated by Section B(1) above if the Committeedetermines that recovery would be impracticable and any of the following two conditions are met:Â (i)The Committee has determined that the direct expenses paid to a third party to assist in enforcing thePolicy would exceed the amount to be recovered. Before making this determination, the Company must make a reasonable attempt to recoverthe Erroneously Awarded Compensation, document such attempt(s) and provide such documentation to NYSE American.Â (ii)Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadlyavailable to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal RevenueCode of 1986, as amended, and regulations thereunder.Â C.DISCLOSURE REQUIREMENTSÂ The Company shallfile all disclosures with respect to this Policy required by applicable U.S. Securities and Exchange Commission (â€œSECâ€)filings and rules.Â D.PROHIBITION OF INDEMNIFICATIONÂ The Company shallnot be permitted to insure or indemnify any Executive Officer against (i) the loss of any Erroneously Awarded Compensation that is repaid,returned or recovered pursuant to the terms of this Policy, or (ii) any claims relating to the Companyâ€™s enforcement of its rightsunder this Policy. Further, the Company shall not enter into any agreement that exempts any Incentive-based Compensation that is granted,paid or awarded to an Executive Officer from the application of this Policy or that waives the Companyâ€™s right to recovery of anyErroneously Awarded Compensation, and this Policy shall supersede any such agreement (whether entered into before, on or after the EffectiveDate of this Policy). It is hereby acknowledged that Rule 10D-1(b)(1)(v) and Section 811 of the NYSE American Rules provide that the Companyis prohibited from indemnifying any executive officer or former executive officer against the loss of erroneously awarded compensation.It is therefore acknowledged that such indemnification is prohibited by applicable law for all purposes, including any and all such agreements.Â E.ADMINISTRATION AND INTERPRETATIONÂ This Policy shallbe administered by the Committee, and any determinations made by the Committee shall be final and binding on all affected individuals.Â The Committee isauthorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administrationof this Policy and for the Companyâ€™s compliance with the NYSE American Rules, Section 10D, Rule 10D-1 and any other applicable law,regulation, rule or interpretation of the SEC or NYSE American promulgated or issued in connection therewith.Â F.AMENDMENT; TERMINATIONÂ The Committee mayamend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary. Notwithstanding anything in thisSection F to the contrary, no amendment or termination of this Policy shall be effective if such amendment or termination would (aftertaking into account any actions taken by the Company contemporaneously with such amendment or termination) cause the Company to violateany federal securities laws, SEC rule or NYSE American rules.Â G.OTHER RECOVERY RIGHTSÂ ThisPolicy shall be binding and enforceable against all Executive Officers and, to the extent required by applicable law or guidancefrom the SEC or NYSE American, their beneficiaries, heirs, executors, administrators or other legal representatives. The Committeeintends that this Policy will be applied to the fullest extent required by applicable law. Any employment agreement, equity awardagreement, compensatory plan or any other agreement or arrangement with an Executive Officer shall be deemed to include, as acondition to the grant of any benefit thereunder, an agreement by the Executive Officer to abide by the terms of this Policy. Anyright of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may beavailable to the Company under applicable law, regulation or rule or pursuant to the terms of any policy of the Company or anyprovision in any employment agreement, equity award agreement, compensatory plan, agreement or other arrangement.Â 2Â Â Â H.DEFINITIONSÂ For purposes of this Policy,the following capitalized terms shall have the meanings set forth below.Â (1)Â â€œAccountingRestatementâ€ means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirementunder the securities laws, including any required accounting restatement to correct an error in previously issued financial statementsthat is material to the previously issued financial statements (a â€œBig Râ€ restatement), or that would result in a materialmisstatement if the error were corrected in the current period or left uncorrected in the current period (a â€œlittle râ€ restatement).Â (2)Â â€œClawbackEligible Incentive Compensationâ€ means all Incentive-based Compensation Received by an Executive Officer (i) on or after theeffective date of the applicable NYSE American rules, (ii) after beginning service as an Executive Officer, (iii) who served as an ExecutiveOfficer at any time during the applicable performance period relating to any Incentive-based Compensation (whether or not such ExecutiveOfficer is serving at the time the Erroneously Awarded Compensation is required to be repaid to the Company), (iv) while the Company hasa class of securities listed on a national securities exchange or a national securities association, and (v) during the applicable ClawbackPeriod (as defined below).Â (3)Â â€œClawbackPeriodâ€ means, with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately precedingthe Restatement Date (as defined below), and if the Company changes its fiscal year, any transition period of less than nine months withinor immediately following those three completed fiscal years.Â (4)Â â€œErroneouslyAwarded Compensationâ€ means, with respect to each Executive Officer in connection with an Accounting Restatement, the amountof Clawback Eligible Incentive Compensation that exceeds the amount of Incentive-based Compensation that otherwise would have been Receivedhad it been determined based on the restated amounts, computed without regard to any taxes paid.Â (5)Â â€œExecutiveOfficerâ€ means each individual who is currently or was previously designated as an â€œofficerâ€ of the Company as definedin Rule 16a-1(f) under the Exchange Act. For the avoidance of doubt, the identification of an executive officer for purposes of this Policyshall include each executive officer who is or was identified pursuant to Item 401(b) of Regulation S-K or Item 6.A of Form 20-F, as applicable,as well as the principal financial officer and principal accounting officer (or, if there is no principal accounting officer, the controller).Â (6)Â â€œFinancialReporting Measuresâ€ means measures that are determined and presented in accordance with the accounting principles used in preparingthe Companyâ€™s financial statements, and all other measures that are derived wholly or in part from such measures. Common stock priceand total stockholder return (and any measures that are derived wholly or in part from common stock price or total stockholder return)shall, for purposes of this Policy, be considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measureneed not be presented in the Companyâ€™s financial statements or included in a filing with the SEC.Â (7)Â â€œIncentive-basedCompensationâ€ means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a FinancialReporting Measure.Â (8) â€œNYSE Americanâ€ means NYSE American LLC.Â (9)Â â€œReceivedâ€means, with respect to any Incentive-based Compensation, actual or deemed receipt, and Incentive-based Compensation shall be deemed receivedin the Companyâ€™s fiscal period during which the Financial Reporting Measure specified in the Incentive-based Compensation awardis attained, even if the payment or grant of the Incentive-based Compensation to the Executive Officer occurs after the end of that period.Â (10)Â â€œRestatementDateâ€ means the earlier to occur of (i) the date the Board, a committee of the Board or

the officers of the Company authorizedto take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to preparean Accounting Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare an AccountingRestatement.Â Effective as of March 27,2024.Â Â 3Â Â