

SECURITIES AND EXCHANGE COMMISSION

FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

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Clean Vision Corp

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Mailing Address

2711 N. SEPULVEDA BLVD
MANHATTAN BEACH CA
90266

Business Address

2711 N. SEPULVEDA BLVD
MANHATTAN BEACH CA
90266
424-835-1845

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

FORM 10-Q

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

For the quarterly period ended **JUNE 30, 2025**

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

For the transition period from _____ to _____

Commission File Number: **024-11501**

CLEAN VISION CORPORATION

(Exact name of registrant as specified in its charter)

Nevada	85-1449444
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
2006 N. Sepulveda Blvd. #1051 Manhattan Beach, CA	90266
(Address of principal executive offices)	(Zip Code)
(424) 835-1845	
(Registrant's telephone number, including area code)	
(Former name, former address and former fiscal year, if changed since last report)	

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

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

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

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

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company			<input checked="" type="checkbox"/>

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

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

As of August 19, 2025, there were 1,048,629,872 shares of the issuer's common stock issued and outstanding.

CLEAN VISION CORPORATION

FORM 10-Q

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

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CLEAN VISION CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS

	June 30, 2025	December 31, 2024
<u>ASSETS</u>	(Unaudited)	(Audited)
Current Assets:		
Cash	\$ 2,821,848	\$ 885,835
Restricted cash	692,662	416,597
Prepays and other assets	4,111,913	1,957,045
Accounts receivable	34,083	37,624
Loan receivable	70,000	70,000
Right of use assets	—	45,467
Trading securities	5,661	5,048
Total Current Assets	7,736,167	3,417,616
Right of use assets	1,768,498	—
Property and equipment	7,334,821	4,794,646
Goodwill	4,854,622	4,854,622
Total Assets	\$ 21,694,108	\$ 13,066,884
<u>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</u>		
Current Liabilities:		
Cash overdraft	\$ 515,012	\$ 409,587
Accounts payable	1,912,397	1,042,892
Accrued compensation	604,225	595,719
Accrued expenses	2,962,832	2,282,488
Accrued interest – related party	7,770	—
Convertible notes payable, net discount of \$253,561 and \$205,675, respectively	6,263,739	6,044,125
Derivative liability	1,563,312	2,067,621
Settlement liability	—	145,967
Loans payable	888,444	784,600
Related party payables	826,164	693,495
Loans payable, revenue share, net discount of \$94,948	605,052	—
Loans payables – related parties	4,615,000	4,300,000

Lease liabilities - current portion	204,391	11,814
Liabilities of discontinued operations	67,093	67,093
Total current liabilities	21,035,431	18,445,401
Economic incentive (Note 5)	1,750,000	1,750,000
Commercial loan, net of discount of \$135,361 and \$260,311, respectively	11,688,539	4,739,689
Lease liabilities - net of current portions	1,545,257	31,353
Total Liabilities	36,019,227	24,966,443
Commitments and contingencies	—	—
Stockholders' Deficit:		
Preferred stock, \$0.001 par value, 4,000,000 shares authorized; no shares issued and outstanding	—	—
Series A Preferred stock, \$0.001 par value, 2,000,000 shares authorized; no shares issued and outstanding	—	—
Series B Preferred stock, \$0.001 par value, 2,000,000 shares authorized; 0 and 2,000,000 shares issued and outstanding, respectively	—	—
Series C Preferred stock, \$0.001 par value, 2,000,000 shares authorized; 2,000,000 shares issued and outstanding	2,000	2,000
Series D Preferred stock, \$0.001 par value, 500,000 shares authorized; no shares issued and outstanding	—	—
Common stock, \$0.001 par value, 2,000,000,000 shares authorized, 1,040,340,578 and 807,605,591 shares issued and outstanding, respectively	1,040,341	807,606
Common stock to be issued	42,732	2,412,054
Preferred stock to be issued	32,074	—
Additional paid-in capital	35,821,387	32,419,818
Accumulated other comprehensive loss	(84,383)	20,113
Accumulated deficit	(52,486,135)	(48,835,095)
Non-controlling interest	1,306,865	1,273,945
Total stockholders' deficit	(14,325,119)	(11,899,559)
Total liabilities and stockholders' deficit	\$ 21,694,108	\$ 13,066,884

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

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

	For the Three Months Ended		For the Six Months Ended	
	June 30,		June 30 ,	
	2025	2024	2025	2024
Revenue	\$ 52,612	\$ 23,455	\$ 63,137	\$ 73,147
Cost of revenue	8,147	12,100	10,091	9,115
Gross margin	\$ 44,465	\$ 11,355	\$ 53,046	\$ 64,032
Operating Expenses:				
Consulting	\$ 629,306	\$ 222,713	\$ 872,403	\$ 606,945
Advertising and promotion	51,558	30,044	119,753	60,716
Development expense	30,443	20,858	32,863	49,373
Professional fees	251,755	(79,255)	339,546	322,650
Payroll expense	337,213	328,892	743,955	630,438
Director fees	13,500	27,992	27,000	41,992
General and administration expenses	663,981	333,924	876,702	662,464
Total operating expense	1,977,756	885,168	3,012,222	2,374,578
Loss from Operations	(1,933,291)	(873,813)	(2,959,176)	(2,310,546)
Other income (expense):				
Interest expense	(703,145)	(883,764)	(1,335,542)	(2,366,562)
Change in fair value of derivative	2,178,655	113,184	446,598	711,490
Loss on debt issuance	—	(281,450)	—	(357,140)
Loss on conversion of debt	(84,908)	—	(96,962)	—
Gain on extinguishment of debt	84,908	20,000	230,875	216,430
Other income (expense), net	119	475	1,085	—
Penalty expense on convertible debt	(15,643)	—	(55,000)	—
Total other expense	1,459,986	(1,031,555)	(808,946)	(1,795,782)
Net loss before provision for income tax	(473,305)	(1,905,368)	(3,768,122)	(4,106,328)
Provision for income tax expense	—	—	—	—
Net loss	\$ (473,305)	\$ (1,905,368)	\$ (3,768,122)	\$ (4,106,328)
Net loss attributed to non-controlling interest	55,946	80,871	117,082	120,799
Net loss attributed to Clean Vision Corporation	(417,359)	(1,824,497)	(3,651,040)	(3,985,529)
Other comprehensive income (loss):				
Foreign currency translation adjustment	106,276	(226)	84,383	(2,394)
Comprehensive loss	\$ (311,083)	\$ (1,824,723)	\$ (3,566,657)	\$ (3,987,923)
Loss per share - basic and diluted	\$ (0.00)	\$ (0.00)	(0.00)	(0.01)
Weighted average shares outstanding - basic and diluted	1,007,011,217	70,125,952	952,818,269	695,912,664

CLEAN VISION CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
For the Three and Six Months Ended June 30, 2025 and 2024
(Unaudited)

	Series C Preferred Stock		Common Stock		Additional paid	Stock To be	Accumulated Other Comprehensive	Minority	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	In Capital	Issued	Loss	Interest	Deficit	Deficit
Balance, December 31, 2024	2,000,000	\$ 2,000	807,605,591	\$ 807,606	\$ 32,419,818	\$ 2,412,054	\$ 20,113	\$ 1,273,945	\$ (48,835,095)	\$ (11,899,559)
Stock issued for services	—	—	74,792,552	74,793	1,235,329	(1,207,122)	—	—	—	103,000
Stock issued for services – related parties	—	—	50,000,000	50,000	800,000	(850,000)	—	—	—	—
Stock issued for debt commitments	—	—	11,500,000	11,500	187,432	(198,932)	—	—	—	—
Stock issued for debt	—	—	29,876,339	29,876	344,944	(156,000)	—	—	—	218,821
Net loss	—	—	—	—	—	—	(21,893)	(61,136)	(3,233,681)	(3,316,710)
Balance, March 31, 2025	2,000,000	2,000	973,774,482	973,775	34,987,523	—	(1,780)	1,212,809	(52,068,776)	(14,894,449)
Preferred stock issued for debt commitments	—	—	—	—	—	32,074	—	—	—	32,074
Stock issued for debt commitments	—	—	20,000,000	20,000	223,806	42,732	—	—	—	286,538
Stock issued for debt	—	—	25,566,096	25,566	210,058	—	—	—	—	235,624
Stock issued for services	—	—	17,000,000	17,000	349,000	—	—	—	—	366,000
Stock issued for default on notes	—	—	4,000,000	4,000	51,000	—	—	—	—	55,000
Non-controlling interest for issuance of subsidiary shares	—	—	—	—	—	—	—	150,002	—	150,002
Net loss	—	—	—	—	—	—	(82,603)	(55,946)	(417,359)	(555,908)
Balance, June 30, 2025	2,000,000	\$ 2,000	1,040,340,578	\$ 1,040,341	\$ 35,821,387	\$ 74,806	\$ (84,383)	\$ 1,306,865	\$ (52,486,135)	\$ (14,325,119)

	Series A Preferred Stock		Series C Preferred Stock		Common Stock		Additional paid	Common Stock To be	Accumulated Other Comprehensive	Minority	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	In Capital	Issued	Loss	Interest	Deficit	Deficit
Balance, December 31, 2023	—	\$ —	2,000,000	\$ 2,000	682,463,425	\$ 682,464	\$ 28,238,505	\$ 217,775	\$ 2,171	\$ 1,452,916	\$ (34,831,900)	\$ (4,236,069)
Stock issued for services	—	—	—	—	455,840	456	15,544	261,772	—	—	—	277,772
Stock issued for debt commitments	—	—	—	—	5,600,000	5,600	196,560	—	—	—	—	202,160
Stock issued for cash	—	—	—	—	5,000,000	5,000	95,000	—	—	—	—	100,000
Stock issued for warrant exercise	—	—	—	—	2,181,818	2,182	(2,182)	—	—	—	—	—
Debt issuance cost – warrants issued	—	—	—	—	—	—	575,690	—	—	—	—	575,690
Net loss	—	—	—	—	—	—	—	—	(2,168)	(39,928)	(2,161,032)	(2,203,128)
Balance, March 31, 2024	—	—	2,000,000	2,000	695,701,083	695,702	29,119,117	479,547	3	1,412,988	(36,992,932)	(5,283,575)
Stock issued for services	—	—	—	—	10,000,000	10,000	206,000	—	—	—	—	216,000
Stock issued for debt commitments	—	—	—	—	435,012	435	19,340	(11,775)	—	—	—	8,000
Stock issued for conversion of debt	—	—	—	—	9,520,088	9,520	109,286	—	—	—	—	118,806
Cancellation of mezzanine equity	—	—	—	—	—	—	1,800,000	—	—	—	—	1,800,000
Net loss	—	—	—	—	—	—	—	—	(226)	(80,871)	(1,824,497)	(1,905,594)
Balance, June 30, 2024	—	\$ —	2,000,000	\$ 2,000	715,656,183	\$ 715,657	\$ 31,253,743	\$ 467,772	\$ (223)	\$ 1,332,117	\$ (38,817,429)	\$ (5,046,363)

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

	For the Six Months Ended June 30,	
	2025	2024
Cash Flows from Operating Activities:		
Net loss	\$ (3,768,122)	\$ (4,106,328)
Adjustments to reconcile net loss to net cash used by operating activities:		
Stock issued for services	469,000	285,772
Debt discount amortization	381,203	2,108,012
Loss on issuance of debt	—	357,140
Change in fair value of derivative	(446,598)	(711,490)
Loss on conversion of debt	96,962	—
Gain on extinguishment of debt	(280,875)	(216,430)
Gain on settlement liability	(145,967)	—
Penalty expense on convertible debt	55,000	—
Operating lease expense	4,489	—
Depreciation expense	98,273	95,447
Changes in operating assets and liabilities:		
Prepaids and other assets	(2,154,868)	(83,992)
Accounts receivable	3,541	62,815
Accounts payable	869,505	350,430
Accruals	659,305	159,501
Related-party payables - short-term	132,669	204,398
Accrued interest – relate d party	7,770	—
Accrued compensation	8,506	110,517
Net cash used by operating activities	(3,960,207)	(1,384,208)
Cash Flows from Investing Activities:		
Trading securities	(613)	—
Purchase of property and equipment	(2,638,448)	(147,634)
Net cash used by investing activities	(2,639,061)	(147,634)
Cash Flows from Financing Activities:		
Cash overdraft	105,425	31,880
Proceeds from convertible notes payable	517,000	1,358,500
Payments - convertible notes payable	—	(314,285)
Proceeds from the sale of common stock	—	100,000
Proceeds from sale of Clean Seas West Virginia stock	150,002	—
Proceeds from notes payable - related party	350,000	—
Repayments, notes payable - related party	(35,000)	—
Proceeds from notes payable	789,844	82,674
Proceeds from commercial loan	6,823,900	—
Net cash provided by financing activities	8,701,171	1,258,769
Net change in cash	2,101,903	(273,073)
Effects of currency translation	110,175	(2,394)
Cash at beginning of period	1,302,432	339,921
Cash at end of period	\$ 3,514,510	\$ 64,454
Supplemental schedule of cash flow information:		
Interest paid	\$ 320,803	\$ —
Income taxes	\$ —	\$ —
Supplemental non-cash disclosure:		
Common stock issued for conversion of debt	\$ 478,648	\$ 118,806
Warrants issued with notes payable	\$ —	\$ 575,690
Cancellation of Series B preferred stock	\$ —	\$ 1,800,000
Common stock issued for debt commitments	\$ 286,537	\$ 418,160
Preferred stock issued for debt commitments	\$ 32,074	\$ —

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

CLEAN VISION CORPORATION AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
June 30, 2025
(Unaudited)

NOTE 1 — ORGANIZATION AND NATURE OF BUSINESS

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

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

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

Clean-Seas India Private Limited was incorporated on November 17, 2021, as a wholly owned subsidiary of Clean-Seas., has entered into a development agreement with the Council of Scientific and Industrial Research (“CSIR”), acting through CSIR-Indian Institute of Chemical Technology (IICT) in Hyderabad. This agreement provides that the IICT development team will evaluate the performance of the Clean-Seas pyrolysis technology, which has already been installed at the Hyderabad location, to improve, productize and scale the technologies for the benefit of sales directly to the third parties, which we anticipate will include the Indian Government as well as the private sector. Our pilot project in India is designed to showcase our ability to pyrolyze plastic feedstock and generate saleable byproducts, including clean hydrogen, AquaH[®], which can then be used in fuel cells to generate clean energy. This completes the value chain from an unused waste stream through to clean usable electricity.

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

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

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

Clean-Seas Arizona, Inc. (“Clean-Seas Arizona”) was incorporated in Arizona on September 19, 2022, as a wholly owned subsidiary of Clean-Seas. Pursuant to that certain Memorandum of Understanding signed on November 4, 2022, Arizona State University (ASU) and the Rob and Melani Walton Sustainability Solution Services (WS3), the parties intend for Clean-Seas Arizona to establish a plastic feedstock to clean hydrogen conversion facility to be located in Phoenix, Arizona. In furtherance of these goals, and pursuant to a Services Agreement (the “Arizona Services Agreement”) signed on June 12, 2023 with ASU and WS3, this facility is currently intended to source and convert plastic feedstock from the Phoenix area and import plastic from California. Pursuant to the Arizona Services Agreement, the Arizona facility is expected to begin processing plastic feedstock in Q4 2026 at 100 TPD and scale up to a maximum of 500 TPD at full capacity. Additionally, we are exploring plans for this facility to be powered by renewable energy, which, if successful, would become the first completely off grid pyrolysis conversion facility in the world.

Clean-Seas West Virginia, Inc. (“Clean-Seas West Virginia”), formed on April 1, 2023, is our first PCN facility slated for the United States and is currently expected to be operational in Q4 2025. This facility is located in the city of Belle, outside of Charleston, the capital of West Virginia, and is expected to begin operations converting 50 TPD of plastic feedstock. The Company expects to expand to greater than 500 TPD within three years of beginning operations. Clean-Seas has engaged MacVallee, LLC (“MacVallee”) to secure mixed plastic feedstock from material recovery facilities and industrial suppliers.

Clean Seas Partners UK Limited (“Clean Seas UK”) was formed on July 17, 2023. Clean Seas UK is involved with business development and has limited activity as of June 30, 2025.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Company’s unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”), and pursuant to the rules and regulations of the Securities and Exchange Commission (the “SEC”) and reflect all adjustments, consisting of normal recurring adjustments, which management believes are necessary to fairly present the financial position, results of operations and cash flows of the Company as of and for the six month period ending June 30, 2025 and not necessarily indicative of the results to be expected for the full year ending December 31, 2025. These unaudited consolidated financial statements should be read in conjunction with the financial statements and related notes included in the Company’s financial statements for the year ended December 31, 2024.

Use of Estimates

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

Concentrations of Credit Risk

We maintain our cash in bank deposit accounts, the balances of which at times may exceed federally insured limits. We continually monitor our banking relationships and consequently have not experienced any losses in our accounts. At times, such deposits may be in excess of the Federal Deposit Insurance Corporation insurable amount (“FDIC”). As of June 30, 2025, the Company had cash in excess of the FDIC’s \$250,000 coverage limit of \$3,264,510, in total for several accounts at one bank, in excess of the FDIC’s coverage limit.

Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. There were no cash equivalents for the periods ended June 30, 2025 and December 31, 2024.

Restricted Cash

As of June 30, 2025 and December 31, 2024, the Company has \$692,662 and \$416,597, respectively, of restricted cash. The restricted cash is for UPS Industrial Services to ensure that there is three months in advance of construction capital available.

Principles of Consolidation

The accompanying unaudited consolidated financial statements for the period ended June 30, 2025, include the accounts of the Company and its wholly owned subsidiaries, Clean-Seas, Clean-Seas India Private Limited, Clean-Seas Group, Endless Energy, Inc., EcoCell, Inc., Clean-Seas Arizona, Inc., Clean-Seas West Virginia, Clean Seas Partners UK Limited and our 51% owned subsidiary, Clean-Seas Morocco, LLC. As of June 30, 2025, there was no activity in Clean-Seas Group, Endless Energy or Clean-Seas Arizona. All intercompany transactions are eliminated in consolidation.

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Translation Adjustment

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

Comprehensive Income

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

Basic and Diluted Earnings Per Share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. The weighted average number of common shares outstanding and potentially outstanding common shares assumes that the Company incorporated as of the beginning of the first period presented. As of June 30, 2025 and 2024, the Company's diluted loss per share is the same as the basic loss per share, as the inclusion of any potential shares would have had an anti-dilutive effect due to the Company generating a loss.

	Three Months Ended June 30, 2025	Three Months Ended June 30, 2024	Six Months Ended June 30, 2025	Six Months Ended June 30, 2024
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664
Net loss attributed to Clean Vision Corporation	\$ (417,359)	\$ (1,824,497)	\$ (3,651,040)	\$ (3,985,529)
Basic and diluted loss per share	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.01)
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664
Shares from convertible debt	394,610,182	394,610,182	2,203,313,000	2,203,313,000
Shares from warrants	271,722,830	271,722,830	271,722,830	271,722,830
Series B preferred stock	—	—	—	—
Series C preferred stock	20,000,000	20,000,000	20,000,000	20,000,000
Series D preferred stock	2,000,000	—	2,000,000	—
Total Diluted Shares	1,696,344,229	1,387,583,964	3,449,854,099	3,190,948,494

Stock-Based Compensation

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

Goodwill

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

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

Derivative Financial Instruments

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

Fair Value of Financial Instruments

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP) and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

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

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

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

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

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

June 30, 2025

Description	Level 1	Level 2	Level 3
Derivative	\$ —	\$ —	\$ 1,563,312
Total	\$ —	\$ —	\$ 1,563,312

December 31, 2024

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

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Revenue Recognition

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

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

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

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

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

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

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

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

For the six months ended June 30, 2025, our operations in Morocco had generated approximately \$63,000 in revenue from the sale of commodities (the provision of pyrolysis services and its sale of byproducts). As of June 30, 2025, we did not generate revenue from any other sources.

For the six months ended June 30, 2024, our operations in Morocco had generated approximately \$72,000 in revenue. During the period, 93% of revenue was from one party. As of June 30, 2024, we did not generate revenue from any other sources.

Trade Accounts Receivable

Trade accounts receivable are amounts due from customers under normal trade terms. After assessing the creditworthiness of our customers and considering our historical experience, anticipated future operations, and prevailing economic conditions, we have determined that the application of the current expected credit loss (CECL) methodology would be immaterial to our financial statements. Consequently, no allowance for credit losses has been recorded as of June 30, 2025. The absence of a recorded allowance for credit losses reflects our judgment that potential credit losses on outstanding receivables are negligible. As of June 30, 2025, approximately 43.3%, 25.9% and 18.7% of accounts receivable are due from three customers, respectively. As of December 31, 2024, approximately 51.8% of accounts receivable is due from one customer.

Inventory

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

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

Leases

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

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

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

Operating Segments

In accordance with ASC 280, management has determined that the Company operates as a single operating segment. Discrete financial information is only evaluated at the consolidated level, and the Chief Operating Decision Maker ("CODM") reviews and assesses financial performance on a consolidated basis. No discrete financial information is prepared or evaluated at a subsidiary or component level for purposes of allocating resources or assessing performance.

Recently Issued Accounting Pronouncements

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

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

NOTE 3 — GOING CONCERN

The accompanying unaudited consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has not yet established a source of revenue sufficient to cover its operating costs, had an accumulated deficit of \$52,486,135 at June 30, 2025, and had a net loss of \$3,768,122 for the six months ended June 30, 2025. The Company's ability to raise additional capital through the future issuances of common stock and/or debt financing is unknown. The attainment of additional financing, the successful development of the Company's contemplated plan of operations, and its transition, ultimately, to the attainment of profitable operations are necessary for the Company to continue operations. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern. The unaudited consolidated financial statements of the Company do not include any adjustments that may result from the outcome of these aforementioned uncertainties.

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

NOTE 4 — PROPERTY & EQUIPMENT

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

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

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

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

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

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

	June 30, 2025	December 31, 2024
Pyrolysis unit	\$ 151,672	\$ 151,672
Equipment	2,961,615	596,631
Buildings and fixtures	555,713	496,382
Land	3,917,477	3,865,315
Office furniture	1,818	1,484
Leasehold improvements	255,460	—
Less: accumulated depreciation	(508,934)	(316,838)
Property and equipment, net	\$ 7,334,821	\$ 4,794,646

Depreciation expense

For the six months ended June 30, 2025 and 2024, depreciation expense was \$98,273 and \$95,447, respectively.

NOTE 5 — LOANS PAYABLE

Effective January 1, 2025, the Company acquired a financing loan for its Director and Officer Insurance for \$40,800. The loan bears interest at 9.3%, requires monthly payments of \$4,255.92 and is due within one year. As of June 30, 2025, the balance due is \$21,160.

West Virginia State Incentive Package

On June 12, 2023, Clean-Seas announced that it secured \$12 million in state incentives, which includes \$1.75 million in cash to establish a PCN facility outside of Charleston, West Virginia. Clean-Seas West Virginia, has an existing feedstock supply agreement for 100 TPD of post-industrial plastic waste and is planned to be a PCN hub servicing the Mid-Atlantic states. The project will commence in phases, Phase 1 being 50 TPD, with plans to scale up to 500 TPD. Additional project finance capital is in the process of being secured and the Company received the \$1.75 million cash disbursement on September 25, 2023. The loan is forgiven after three years if the Company employs forty or more people at the West Virginia facility. As of June 30, 2025 and December 31, 2024, the balance of the loan is \$1,750,000 and \$1,750,000, respectively.

NOTE 6 — CONVERTIBLE NOTES PAYABLE

Walleye Opportunities Master Fund Ltd

February 2023 Convertible Notes - Walleye Opportunities Master Fund Ltd

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

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

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

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April 2023 Convertible Note - Walleye Opportunities Master Fund Ltd

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

May 2023 Convertible Note - Walleye Opportunities Master Fund Ltd

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

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

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

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

March 2024 Financing Walleye Opportunities Master Fund Ltd.

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

March 2024 Note

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

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

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

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Coventry Enterprises, LLC

June 2024 Note - Coventry Enterprises, LLC

On June 14, 2024, the Company issued a convertible promissory note to Coventry Enterprises, LLC in the aggregate principal amount of \$100,000 (which includes \$10,000 of Original Issue Discount). The note bears interest at 10% and matures on May 15, 2025. The note is convertible into shares of common stock at 90% of lowest trade for 20 prior days to conversion. Coventry received 5,000,000 restricted shares of Common Stock as Commitment Shares. As of June 30, 2025, this note has been converted in full for a \$0 balance at June 30, 2025.

May 2025 Note - Coventry Enterprises, LLC

On May 27, 2025, the Company issued a convertible promissory note to Coventry Enterprises, LLC in the aggregate principal amount of \$300,000 (which includes \$30,000 of Original Issue Discount). The Note contains guaranteed interest in the amount of \$30,000, with the Principal and Interest due and payable in 10 equal monthly payments in the amount of \$33,000 commencing on August 27, 2025 and continuing on the 27th day of each month thereafter until paid in full by not later than May 27, 2026. Coventry received 15,000,000 restricted shares of Common Stock as Commitment Shares.

GS Capital Partners

October 2023 Note - GS Capital Partners

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

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

As of June 30, 2025, this note has been converted in full for a \$0 balance at June 30, 2025.

October 2024 Note - GS Capital Partners

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

May 2025 Note - GS Capital Partners

On May 13, 2025, the Company issued a convertible promissory note to GS Capital in the aggregate principal amount of \$137,500 (which includes \$18,500 of Original Issue Discount and fees). The Note contains guaranteed interest in the amount of \$16,500. The Company is required to make Principal payments in four installments, each in the amount of \$31,250 commencing on the 180-day anniversary of the GS Note Issue Date, with the final payment of the remaining Principal and Interest due on the GS Note Maturity Date. The note is convertible into shares of common stock at \$0.02 per share, or \$0.01 per share if the Company's stock trades below \$0.02. GS Capital received 2,500,000 restricted shares of Common Stock as Commitment Shares.

ClearThink Capital Partners

May 2024 Note

On May 24, 2024, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of \$110,000 (which includes \$18,000 of Original Issue Discount). The note bears interest at 10% and matures on January 24, 2025. The note is convertible into shares of common stock at \$0.025 or \$0.0145 if the Company's common stock trades below \$0.02 for more than five consecutive days. As of June 30, 2025, this note has been converted in full for a \$0 balance at June 30, 2025.

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October 2024 Note

On October 2, 2024, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of \$82,500 (which includes \$7,500 of Original Issue Discount). The note bears interest at 10% and matures on December 2, 2024. The note is convertible into shares of common stock upon default at \$0.01 per share. ClearThink received 5,000,000 restricted shares of Common Stock as Commitment Shares. As of June 30, 2025, this note has been converted in full for a \$0 balance at June 30, 2025.

May 2025 Note

On May 13, 2025, pursuant to that certain Securities Purchase Agreement between the Company and ClearThink, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of \$137,500 (included OID of \$12,500). The Note bears interest at 12%, with guaranteed interest of \$16,500, and matures on February 13, 2026. The note is convertible into shares of common stock at \$0.02 per share, to be adjusted as necessary per the terms of the Note. ClearThink received 2,500,000 restricted shares of Common Stock as Commitment Shares.

Trillium Partners LP

February 2024 Note Trillium Financing

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

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

This note is currently in default and has incurred a \$174,993 penalty that has been added to the principal. In addition, the interest rate has increased to 22% and the conversion rate changed to 70% of the lowest trade for the twenty days prior to conversion. Refer to Note 14 for a discussion of the current litigation with Trillium.

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

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

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

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

The following table summarizes the convertible notes outstanding as of June 30, 2025:

Note Holder	Date	Maturity Date	Interest	Default Interest	Balance	Additions	Repayments / Conversions	Balance
					December 31, 2024			June 30, 2025
Walleye Opportunities Fund	2/21/2023	12/1/2024	5%	15%	545,395	—	—	545,395
Walleye Opportunities Fund	4/10/2023	4/10/2024	5%	15%	1,875,000	—	—	1,875,000
Walleye Opportunities Fund	5/26/2023	5/26/2024	5%	15%	2,142,857	—	—	2,142,857
GS Capital Partners	10/26/2023	7/26/2024	12%	15%	25,000	—	(25,000)	—
Trillium Partners LP	2/22/2024	1/15/2025	10%	15%	463,215	—	—	463,215
Walleye Opportunities Fund	3/25/2024	12/1/2024	5%	20%	833,333	—	—	833,333
ClearThink Capital Partners	5/24/2024	1/24/2025	12%	15%	110,000	—	(110,000)	—
Coventry Enterprises, LLC	6/14/2024	5/15/2025	10%	15%	90,000	—	(90,000)	—
GS Capital Partners	10/2/2024	12/2/2024	10%	22%	82,500	—	—	82,500
ClearThink Capital Partners	10/2/2024	12/2/2024	10%	22%	82,500	—	(82,500)	—
ClearThink Capital Partners	5/13/2025	2/13/2025	12%	24%	—	137,500	—	137,500
GS Capital Partners	5/13/2025	2/13/2025	12%	24%	—	137,500	—	137,500
Coventry Enterprises, LLC	5/27/2025	5/27/2025	10%	22%	—	300,000	—	300,000
Total					\$ 6,249,800	\$ 575,000	\$ (307,500)	\$ 6,517,300
Less debt discount					\$ (205,675)			(253,561)
Convertible notes payable, net					\$ 6,044,125			\$ 6,263,739

Total interest accrued on the above convertible notes was \$1,313,827 and \$801,979 as of June 30, 2025 and December 31, 2024, respectively.

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

Balance at December 31, 2023	\$ 598,306
Increase to derivative due to new issuances and/or modification of conversion terms	1,614,002
Decrease to derivative due to mark to market	(144,687)
Balance at December 31, 2024	2,067,621
Decrease to derivative due to conversions	(57,711)
Decrease to derivative due to mark to market	(446,598)
Balance at June 30, 2025	\$ 1,563,312

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NOTE 7 — COMMERCIAL LOAN

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

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

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

The credit extension of \$11,823,900 as of June 30, 2025, is presented on the balance sheet net of debt discount of \$135,361.

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

NOTE 8 — REVENUE SHARE PURCHASE AGREEMENTS

During the six months ended June 30, 2025, the Company entered into Revenue Purchase Agreements with five separate accredited investors. Pursuant to the terms of the agreements the Company has agreed to sell a continuing interest in the revenue it generates. The total purchase price under the five agreements is \$500,000, less \$10,000 in total for fees, which has been recorded as a debt discount, to be amortized over the term of the agreement. As an added inducement for entering into the Revenue Purchase Agreements, the Company issued a total of 2,500,000 shares of common stock to the investors as commitment shares. The fair value of the shares was determined using the closing stock price on the grant date and was allocated against the consideration received.

On May 29, 2025, the Company entered into an additional Revenue Agreement with Kingdom Building, Inc. (“KBI”). Pursuant to the Agreement, KBI agreed to purchase a continuing interest in the revenue generated by the Company and each of its subsidiaries from any and all sources in consideration of the purchase price of \$200,000. Pursuant to the Agreement, KBI has the right, but not the obligation, to convert all or any part of the then outstanding Repurchase Price, into shares of the Company’s Series D Preferred Stock, par value \$0.001 per share. As an added inducement for entering into the Revenue Purchase Agreements, the Company issued 200,000 shares of Series D Preferred stock as commitment shares. As of June 30, 2025, the Company was still finalizing updating its Articles of Incorporation to establish the Series D; therefore the 200,000 commitment shares are disclosed as preferred stock to be issued as of June 30, 2025.

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NOTE 9 — RELATED PARTY TRANSACTIONS

Daniel Bates, CEO

On February 21, 2021, the Company amended the employment agreement with Daniel Bates, CEO. The amendment extended the term of his agreement from three years commencing May 27, 2020, to expire on May 27, 2025. As of June 30, 2025, a new agreement has not been finalized. Until such time Mr. Bates will continue to serve as CEO under the same terms.

As of June 30, 2025 and December 31, 2024, the Company owed Mr. Bates \$239,000 and \$236,000, respectively, for accrued compensation.

Rachel Boulds, CFO

The Company entered into a consulting agreement with Rachel Boulds, effective as of May 1, 2021, to serve as part-time Chief Financial Officer for compensation of \$5,000 per month, which increased to \$7,500 in June 2023. As of June 30, 2025 and December 31, 2024, the Company owed Ms. Boulds \$0 and \$0, respectively, for accrued compensation.

Daniel Harris, Chief Revenue Officer

As of June 30, 2025 and December 31, 2024, the Company owed Mr. Harris \$37,500 and \$37,500, respectively, for accrued compensation.

Michael Dorsey, Director

During the six months ended June 30, 2025 and 2024, the Company paid Mr. Dorsey, \$0 and \$9,000, respectively, for director fees. As of June 30, 2025 and December 31, 2024, the Company owed Mr. Dorsey, \$9,000 and \$0, respectively, for director fees.

Greg Boehmer, Director

During the six months ended June 30, 2025 and 2024, the Company paid Mr. Boehmer, \$0 and \$9,000, respectively, for director fees. As of June 30, 2025 and December 31, 2024, the Company owed Mr. Boehmer, \$9,000 and \$0, respectively, for director fees. In addition, the Company owes Mr. Boehmer \$18,000 and \$15,000, for consulting services as of June 30, 2025 and December 31, 2024, respectively.

Bart Fisher, Director

During the six months ended June 30, 2025 and 2024, the Company paid Mr. Fisher, \$0 and \$9,000, respectively, for director fees and owes \$9,000 as of June 30, 2025.

Green Invest Solutions Ltd.

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

Management of Clean-Seas Morocco

On occasion, management of Clean-Seas Morocco provides funds to the company for general operations. As of June 30, 2025 and December 31, 2024, \$867,283 and \$693,495 was due to management, respectively. There are no agreements, and no interest rates applied.

Note Payable

Pursuant to the Morocco Purchase Agreement, Clean-Seas paid an aggregate purchase price of \$6,500,000 for the Morocco Acquisition, of which (i) \$2,000,000 was paid on the Morocco Closing Date and (ii) the remaining \$4,500,000 is to be paid to Ecosynergie Group over a period of ten (10) months from the Morocco Closing Date. During the year ended December 31, 2024, the Company paid \$200,000 towards the balance due. During the six months ended June 30, 2025 the Company paid an additional \$35,000 towards the balance due, for a balance due as of June 30, 2025, of \$4,265,000.

On March 11, 2025, the Company issued a Promissory Note to Dan Bates, CEO, for \$100,000. The note bears interest at 8% and matures on March 11, 2026. Accrued interest as of June 30, 2025 is \$2,455.

On March 26, 2025, the Company issued a Promissory Note to Dan Bates, CEO, for \$250,000. The note bears interest at 8% and matures on March 26, 2026. Accrued interest as of June 30, 2025 is \$5,315.

Related Party Revenue

For the six months ended June 30, 2025, our operations in Morocco generated all of the revenue from a party under control of the management of Clean-Seas Morocco.

NOTE 10 — COMMON STOCK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During the three months ended June 30, 2025, the Company issued a total of 17,000,000 shares of common stock to various service providers. The shares were valued at the closing stock price on the date of grant, for total non-cash expense of \$366,000.

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On May 22, 2025, the Company issued 2,000,000 shares of common stock to GS Capital as a default penalty on a convertible note. The shares were valued at \$0.018, the closing stock price on the date of default, for total non-cash expense of \$36,000.

On May 22, 2025, the Company issued 2,000,000 shares of common stock to ClearThink Capital as a default penalty on a convertible note. The shares were valued at \$0.0095, the closing stock price on the date of default, for total non-cash expense of \$19,000.

During the three months ended June 30, 2025, ClearThink Capital converted \$147,500 and \$52,120 of principal and interest, respectively into 21,665,344 shares of common stock.

During the three months ended June 30, 2025, GS Capital converted \$26,741 and \$9,263 of principal and interest and fees, respectively into 3,900,752 shares of common stock.

On May 13, 2025, the Company issued 2,500,000 shares of common stock each to GS Capital and ClearThink for commitment shares pursuant to the terms of promissory notes that were issued on May 13, 2025.

During the three months ended June 30, 2025, the Company issued 2,500,000 shares of common stock for commitment shares pursuant to the terms of The Revenue Share Agreements (see Note 8).

NOTE 11 — PREFERRED STOCK

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

Series A Redeemable Preferred Stock

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

Series B Preferred Stock

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

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

Series C Preferred Stock

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

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Series D Preferred Stock

Pursuant to the KBI Agreement (Note 8), and in connection with the Company's obligation to deliver shares of Series D Preferred thereunder, on July 22, 2025, the Company filed with the Secretary of State of the State of Nevada, a Certificate of Designation of Series D Convertible Preferred Stock establishing the voting powers, designations, preferences, limitations, restrictions and relative rights of the Series D Convertible Preferred Shares (the "Series D COD"). The Series D COD authorizes 500,000 shares of Series D Preferred Stock, which shares are convertible into shares of Common Stock at a price of \$0.10 per share, meaning one share of Series D Preferred Stock converts into 10 shares of Common Stock, at the option of the holder thereof (the "Series D Conversion Price"). The Series D Conversion Price shall not be adjusted for stock splits, stock dividends, recapitalizations, or similar events. Additionally, the holder of Series D Preferred Stock shall not be entitled to convert any portion of its Series D Preferred Stock into shares of Common Stock to the extent that such conversion would result in the holder beneficially owning in excess of 4.99% of the then outstanding Common Stock.

NOTE 12 – CLEAN SEAS WEST VIRGINIA EQUITY

Pursuant to the terms and provisions of that certain Purchase Agreement entered into effective as of June 3, 2025 between Clean-Seas West Virginia, Inc. ("Clean-Seas WV") and an accredited investor, Clean-Seas WV issued and sold 68,028 shares of its common stock (the "WV Common Stock") to the investor in exchange for an aggregate purchase price of \$100,001.16. Pursuant to the Purchase Agreement, the investor will also be issued 100,000 shares of the Company's common stock (the "Parent Common Stock") and also became a minority shareholder of Clean-Seas WV pursuant to that certain Shareholders' Agreement of Clean-Seas West Virginia, Inc. (the "WV Shareholders Agreement").

Pursuant to the terms and provisions of that certain Purchase Agreement entered into effective as of June 17, 2025 between Clean-Seas WV and an accredited investor, Clean-Seas WV issued and sold 34,014 shares of WV Common Stock to the investor in exchange for an aggregate purchase price of \$50,000.58. Pursuant to the Purchase Agreement, the investor will also be also issued 50,000 shares of Parent Common Stock and also became a minority shareholder of Clean-Seas WV pursuant to that certain WV Shareholders Agreement.

NOTE 13 — WARRANTS

A summary of the Company's outstanding warrants as of June 30, 2025 is as follows.

	Number of Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contract Term	Intrinsic Value
Outstanding, December 31, 2023	116,954,802	\$ 0.037	4.25	\$ 345,500
Issued	163,778,028	\$ 0.03	5	
Cancelled	—	\$ —	—	
Exercised	(2,181,818)	\$ —	—	
Outstanding, December 31, 2024	278,541,012	\$ 0.034	3.44	\$ —
Issued	—	\$ —	—	
Expired	(6,818,182)	\$ —	—	
Exercised	—	\$ —	—	
Outstanding, June 30, 2025	271,722,830	\$ 0.022	2.32	\$ —

NOTE 14 — COMMITMENTS AND CONTINGENCIES

Legal Proceedings

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

Trillium

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

Effective May 2, 2025, the United States District Court of Nevada filed an Order Dismissing the case. The Company reversed the potential settlement liability of \$145,967, recognizing the gain in Q1 2025. On July 31, 2025, the Company entered into a Settlement Agreement and Release Agreement with Trillium, whereby the Company established a reserve of 55,000,000 shares of common stock to be issued in eleven equal installments of 5,000,000 shares of common stock each to Trillium. The first 5,000,000 shares of common stock are to be issued on August 6, 2025, with each subsequent issuance of 5,000,000 shares on the 6th day of each month thereafter. The settlement agreement releases the Company from all amounts due to Trillium as of June 30, 2025.

Borders Consulting LLC

On July 21, 2025, Borders Consulting, LLC ("Borders Consulting") filed a complaint against the Company seeking \$200,000 in damages for an alleged business dispute. The litigation with Borders Consulting is currently ongoing.

NOTE 15 – OPERATING LEASES

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

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

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

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

Asset	Balance Sheet Classification	June 30, 2025	December 31, 2024
Operating lease assets	Right of use assets	\$ 1,768,498	\$ 45,467
Total lease assets		\$ 1,768,498	\$ 45,467
Liability			
Operating lease liability – current portion	Current operating lease liability	\$ 2204,391	\$ 11,814
Operating lease liability – noncurrent portion	Long-term operating lease liability	1,545,257	31,353
Total lease liability		\$ 1,749,648	\$ 43,167

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Lease obligations at June 30, 2025 consisted of the following:

For the year ended December 31:

2025	\$ 107,040
2026	220,749
2027	227,842
2028	223,531
2029	232,472
Thereafter	1,356,952
Total payments	\$ 2,368,586
Amount representing interest	\$ (618,938)
Lease obligation, net	1,749,648
Less current portion	(204,391)
Lease obligations – long term	\$ 1,545,257

Lease expense for the six months ended June 30, 2025 for the auto and property lease, was \$11,481 and \$80,041, respectively.

NOTE 16 - SEGMENT REPORTING

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

NOTE 17 — DISCONTINUED OPERATIONS

In accordance with the provisions of ASC 205-20, *Presentation of Financial Statements*, we have separately reported the liabilities of the discontinued operations in the consolidated balance sheets. The liabilities have been reflected as discontinued operations in the consolidated balance sheets as of June 30, 2025 and December 31, 2024 , and consist of the following:

	June 30, 2025	December 31, 2024
Current Liabilities of Discontinued Operations:		
Accounts payable	\$ 49,159	\$ 49,159
Accrued expenses	6,923	6,923
Loans payable	11,011	11,011
Total Current Liabilities of Discontinued Operations:	\$ 67,093	\$ 67,093

NOTE 18 — SUBSEQUENT EVENTS

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

On July 1, 2025, the Company issued a convertible promissory note to Labrys Fund, LP in the aggregate principal amount of \$238,000 (which includes \$25,500 of Original Issue Discount). The note incurs a one tie interest charge of 10% or \$23,800 and matures on July 1, 2026.

On July 17, 2025, the Company issued a convertible promissory note to CFI Capital LLC in the aggregate principal amount of \$150,000 (which includes \$15,000 of Original Issue Discount). The note bears interest at 6% and matures on July 17, 2026.

On July 22, 2025, the Company filed its Amended Article of Incorporation establishing the Series D preferred stock. It then issued the 200,000 shares that were due to KBI as of June 30, 2025.

On July 30, 2025, GS Capital converted \$41,250 and \$6,643 of principal and interest, respectively, into 4,789,294 shares of common stock.

The Company entered into a Settlement Agreement and Release agreement with Trillium Partners, LP, dated July 31, 2025. Per the terms of the agreement the Company establish a reserve of 55,000,000 shares of common stock to be issued in eleven equal installments of 5,000,000 shares of common each to Trillium. The first 5,000,000 shares of common stock are to be issued on August 6, 2025 with each subsequent issuance of 5,000,000 shares on the 6th day of each month thereafter. The settlement agreement releases the Company from all amounts due to Trillium as of June 30, 2025.

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

Forward-Looking Statements

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

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

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

Company Overview and Description of Business

Overview

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

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

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

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

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

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

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

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

Available Information

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

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

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

Results of Operations

Three Months Ended June 30, 2025 Compared to the Three Months Ended June 30, 2024

Revenue

For the three months ended June 30, 2025 and 2024, the Company recognized revenue of \$52,612 and \$23,455, respectively from our subsidiary Clean-Seas Morocco, an increase of \$29,157 or 124.3%. Revenue from operations is generated from the processing of plastic waste material ("feedstock") at our plant in Agadir, Morocco. The plastic feedstock is put through a pyrolysis system which applies pressure and heat, in the absence of oxygen (no incineration), converting the plastic back to its petroleum form. The revenue was generated from selling the output product, "pyrolysis oil," to a local oil and gas wholesaler in Morocco, called the "off-taker". We receive the plastic feedstock in Agadir at \$0 cost, but variable expenses include labor, land lease, and overhead such as insurance.

Consulting Expense

For the three months ended June 30, 2025 and 2024, we had consulting expenses of \$629,306 and \$222,713, respectively, an increase of \$406,593 or 182.6%. In the current period we have hired more consultants related to the work being done with Clean Seas West Virginia. We also issued shares of common stock for total non-cash consulting expenses of \$366,000.

Advertising and Promotion Expense

For the three months ended June 30, 2025 and 2024, we had advertising and promotion expenses of \$51,558 and \$30,044, respectively, an increase of \$21,514 or 71.6%. The Company has been actively increasing its marketing activities in 2025.

Development Expense

For the three months ended June 30, 2025 and 2024 we had development expenses of \$30,443 and \$20,858, respectively, an increase of \$9,585 or 46%.

Professional Fees

For the three months ended June 30, 2025 and 2024, we had professional fees of \$251,755 and (\$79,255), respectively, an increase of \$331,010 or 417.7%. The negative amount in the prior period is due to the adjustments made to our restated financial statements for the year ended December 31, 2023. In the current period we incurred approximately \$64,500 of audit fee and \$169,000 in legal fees.

Payroll Expense

For the three months ended June 30, 2025 and 2024, we had payroll expenses of \$337,213 and \$328,892, respectively, an increase of \$8,321 or 2.5%. Our payroll has stayed consistent as we have not hired any new employees.

Director Fees

For the three months ended June 30, 2025 and 2024, we had director fees of \$13,500 and \$27,992, a decrease of \$14,492 or 51.8%.

General and Administrative Expenses

For the three months ended June 30, 2025 and 2024, we had G&A expenses of \$663,981 and \$333,924, respectively, an increase of \$330,057 or 98.8%. Some of our larger expenses and reasons for the increase in G&A expense in the current period is \$334,123 used by Clean Seas UK, \$60,000 of rent expense for West Virginia, supplies and maintenance expense for West Virginia of \$40,725. There was also an increase of G&A expense for Clean Seas Morocco.

Other Income and Expense

For the three months ended June 30, 2025 and 2024, we had total other income of \$1,459,986 compared to other expense of \$1,031,555, respectively. In the current period we recognized \$703,145 of interest expense, of which \$118,009 was amortization of debt discount, a gain in the change in fair value of derivative of \$2,178,655, a loss on the conversion of debt of \$84,908 and penalty expense for default on a convertible note of \$15,643. We had gains of \$84,908 for the extinguishment of debt and \$119 of other income. For the three months ended June 30, 2024, we recognized \$883,764 of

interest expense, of which \$785,478 was amortization of debt discount, a loss of \$281,450 for the issuance of convertible debt, a gain in the change in fair value of derivative of \$113,184, a gain on the extinguishment of debt of \$20,000 and other income of \$475.

Net Loss

Net loss for the three months ended June 30, 2025 was \$381,622 (after deducting \$91,683 for the non-controlling interest). Net loss for the three months ended June 30, 2024, was \$1,824,497 (after deducting \$80,871 for the non-controlling interest). Although we had an increase in our loss from operations of \$1,059,478, that loss was offset by the gain in the change in fair value of derivative, which resulted in the lower net loss for the period.

Six Months Ended June 30, 2025 Compared to the Six Months Ended June 30, 2024

Revenue

For the six months ended June 30, 2025 and 2024, the Company recognized revenue of \$63,137 and \$73,147, respectively from our subsidiary Clean-Seas Morocco, a decrease of \$10,010 or 13.7%. Revenue from operations is generated from the processing of plastic waste material ("feedstock") at our plant in Agadir, Morocco. The plastic feedstock is put through a pyrolysis system which applies pressure and heat, in the absence of oxygen (no incineration), converting the plastic back to its petroleum form. The revenue was generated from selling the output product, "pyrolysis oil," to a local oil and gas wholesaler in Morocco, called the "off-taker". We receive the plastic feedstock in Agadir at \$0 cost, but variable expenses include labor, land lease, and overhead such as insurance.

Consulting Expense

For the six months ended June 30, 2025 and 2024, we had consulting expenses of \$872,403 and \$606,945, respectively, an increase of \$265,458 or 43.7%. In the current period we have hired more consultants related to the work being done with Clean Seas West Virginia. We also issued shares of common stock for total non-cash consulting expenses of \$469,000.

Advertising and Promotion Expense

For the six months ended June 30, 2025 and 2024, we had advertising and promotion expenses of \$119,753 and \$60,716, respectively, an increase of \$59,037 or 97.2%. The Company has been actively increasing its marketing activities in 2025.

Development Expense

For the six months ended June 30, 2025 and 2024 we had development expenses of \$32,863 and \$49,373, respectively, a decrease of \$16,510 or 33.4%. Development expenses are related to the PCN facility in West Virginia as activity is now focused on preparing the facility for production.

Professional Fees

For the six months ended June 30, 2025 and 2024, we had professional fees of \$339,546 and \$322,650, respectively, an increase of \$16,896 or 5.2%. In the current period we incurred approximately \$86,000 of audit fee and \$239,000 in legal fees, which increased over the prior period.

Payroll Expense

For the six months ended June 30, 2025 and 2024, we had payroll expenses of \$743,955 and \$630,438, respectively, an increase of \$113,517 or 18%. In the prior period we hired a new employee in April 2024 so only incurred that expense for two and a half months as opposed to the full six months in 2025. Clean Seas Morocco also has a \$20,500 payroll increase in the current period.

Director Fees

For the six months ended June 30, 2025 and 2024, we had director fees of \$27,000 and \$41,992, a decrease of \$14,992 or 35.7%.

General and Administrative Expenses

For the six months ended June 30, 2025 and 2024, we had G&A expenses of \$876,702 and \$662,464, respectively, an increase of \$214,238 or 32.3%. Some of our larger expenses and reasons for the increase in G&A expense in the current period is approximately \$347,000 used by Clean Seas UK (a \$286,000 increase over the prior period), \$80,000 of rent expense for West Virginia (which we did not have in the prior period), supplies and maintenance expense for West Virginia of \$50,300 (\$48,000 increase over the prior period). There was also an increase of G&A expense for Clean Seas Morocco.

Other Income and Expense

For the six months ended June 30, 2025 and 2024, we had total other expense of \$808,946 compared to total other expense of \$1,795,782, respectively. In the current period we recognized \$1,335,542 of interest expense, of which \$381,203 was amortization of debt discount, a gain in the change in fair value of derivative of \$446,598, a loss on the conversion of debt of \$96,962 and penalty expense for default on a convertible note of \$55,000. We also had gains of \$230,875 for the extinguishment of debt and \$1,085 of other income. For the three months ended June 30, 2024, we recognized \$2,366,562 of interest expense, of which \$2,108,012 was amortization of debt discount, a loss of \$357,140 for the issuance of convertible debt, a gain in the change in fair value of derivative of \$711,490, a gain on the extinguishment of debt of \$216,430.

Net Loss

Net loss for the six months ended June 30, 2025 was \$3,651,040 (after deducting \$117,082 for the non-controlling interest). Net loss for the six months ended June 30, 2024, was \$3,985,529 (after deducting \$120,799 for the non-controlling interest). Although we had an increase in our loss from operations of \$648,630, that loss was offset by the gain in the change in fair value of derivative and the gain on the extinguishment of debt, which resulted in the lower net loss for the period.

Liquidity and Capital Resources

Cash Flow from Operating Activities

During the six months ended June 30, 2025 and 2024, we used \$3,960,207 and \$1,384,208 of cash in operating activities. During the current period, we incurred a net loss of \$3,768,122, adjusted by \$293,279 for non-cash items and \$473,572 in adjustments for changes in assets and liabilities. In the prior period we incurred a net loss of \$4,106,328, adjusted by \$1,918,451 for non-cash items and \$803,669 in adjustments for changes in assets and liabilities.

Cash Flow from Investing Activities

During the six months ended June 30, 2025, we used \$2,639,061 for the purchase of property and equipment and had a decrease in our trading securities of \$613. Most of the funds used were for the purchase of equipment and leasehold improvements in West Virginia. During the six months ended June 30, 2024, we used \$147,634 for the purchase of property and equipment.

Cash Flow from Financing Activities

During the six months ended June 30, 2025, we had net cash received of \$8,701,171 from financing activity. Our cash overdraft in Morocco increased to \$105,425. We received \$350,000 of proceeds from notes payable issued to our CEO, \$517,000 from the issuance of convertible notes, \$803,844 proceeds from other notes payable and \$6,823,900 from our commercial loan. We also received \$150,002 through the sales of shares in Clean Seas West Virginia, and we repaid \$35,000 of a related party loan. During the six months ended June 30, 2024, we had net cash received of \$1,258,769. We received \$1,358,500 proceeds from convertible notes, \$100,000 proceeds from the sale of Common Stock, \$82,674 from other notes payable. Cash received was offset by repayment of \$314,285 of a convertible note payable and a cash overdraft of \$31,880.

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Going Concern

The accompanying unaudited consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has not yet established a source of revenue sufficient to cover its operating costs, had an accumulated deficit of \$52,486,135 at June 30, 2025, and had a net loss of \$3,768,122 for the six months ended June 30, 2025. The Company's ability to raise additional capital through the future issuances of common stock and/or debt financing is unknown. The obtaining of additional financing, the successful development of the Company's contemplated plan of operations, and its transition, ultimately, to the attainment of profitable operations are necessary for the Company to continue operations. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern. The unaudited consolidated financial statements of the Company do not include any adjustments that may result from the outcome of these aforementioned uncertainties.

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

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

Off Balance Sheet Arrangements

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

Capital Raising Transactions

Proceeds from Notes Payable – Related Party

We generated net proceeds of \$350,000 from the issuance of notes payable to our CEO during the six months ended June 30, 2025.

Other outstanding obligations at June 30, 2025

Convertible Notes Payable

The Company has convertible promissory notes aggregating \$6,517,300 (not including debt discounts) outstanding at June 30, 2025. The accrued interest amounted to approximately \$1,313,827 as of June 30, 2025. The convertible notes payable bear interest at rates ranging between 5% and 24% per annum.

Revenue Share Agreements

The Company has revenue shares agreements totaling \$700,000 (not including debt discounts) outstanding at June 30, 2025.

Commercial Loan

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

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

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

The credit extension of \$11,823,900 as of June 30, 2025, is presented on the balance sheet net of debt discount of \$135,361.

Critical Accounting Policies

Refer to Note 2 to the Financial Statements for the six months ended June 30, 2025, for a condensed discussion of our critical accounting policies and our Form 10-K for the year ended December 31, 2024, for a full discussion of our critical accounting policies and procedures.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

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

ITEM 4. CONTROLS AND PROCEDURES

During the quarter ended June 30, 2025, we carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, using the *Internal Control - Integrated Framework (2013)* developed by the Committee of Sponsoring Organizations of the Treadway Commission, of the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)). Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered in this report, our disclosure controls and procedures were not effective to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended, are recorded, processed, summarized and reported within the required time periods specified in the Commission's rules and forms and is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

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

Changes in Internal Control over Financial Reporting

There have been no changes in our internal controls over financial reporting that occurred during the quarter ended June 30, 2025, that have materially or are reasonably likely to materially affect, our internal controls over financial reporting

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

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

Trillium

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

Effective May 2, 2025, the United States District Court of Nevada filed an Order Dismissing the case. The Company reversed the potential settlement liability of \$145,967, recognizing the gain in Q1 2025. On July 31, 2025, the Company entered into a Settlement Agreement and Release Agreement with Trillium, whereby the Company established a reserve of 55,000,000 shares of common stock to be issued in eleven equal installments of 5,000,000 shares of common stock each to Trillium. The first 5,000,000 shares of common stock are to be issued on August 6, 2025, with each subsequent issuance of 5,000,000 shares on the 6th day of each month thereafter. The settlement agreement releases the Company from all amounts due to Trillium as of June 30, 2025.

Borders Consulting LLC

On July 21, 2025, Borders Consulting, LLC ("Borders Consulting") filed a complaint against the Company seeking \$200,000 in damages for an alleged business dispute. The litigation with Borders Consulting is currently ongoing.

ITEM 1A. RISK FACTORS

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

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

During the three months ended June 30, 2025, the Company issued a total of 17,000,000 shares of common stock to various service providers. The shares were valued at the closing stock price on the date of grant, for total non-cash expense of \$366,000.

On May 22, 2025, the Company issued 2,000,000 shares of common stock to GS Capital as a default penalty on a convertible note. The shares were valued at \$0.018, the closing stock price on the date of default, for total non-cash expense of \$36,000.

On May 22, 2025, the Company issued 2,000,000 shares of common stock to ClearThink Capital as a default penalty on a convertible note. The shares were valued at \$0.0095, the closing stock price on the date of default, for total non-cash expense of \$19,000.

During the three months ended June 30, 2025, ClearThink Capital converted \$147,500 and \$52,120 of principal and interest, respectively into 21,665,344 shares of common stock.

During the three months ended June 30, 2025, GS Capital converted \$26,741 and \$9,263 of principal and interest and fees, respectively into 3,900,752 shares of common stock.

On May 13, 2025, the Company issued 2,500,000 shares of common stock each to GS Capital and ClearThink for commitment shares pursuant to the terms of promissory notes that were issued on May 13, 2025.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description
3.1	Amended and Restated Bylaws effective March 4, 2024 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on March 8, 2024)
4.1	Convertible Amortization Note Issued on February 12, 2024 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on February 16, 2024)
4.2	Promissory Note dated February 15, 2024 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on March 4, 2024)
4.3	Senior Convertible Note dated March 25, 2024 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024)
4.4	Warrant to Purchase Common Stock dated March 25, 2024 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024)
4.5	Amended and Restated Senior Convertible Note dated March 25, 2024 (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024)
4.6	Amended and Restated Warrant to Purchase Common Stock dated March 25, 2024 (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024)
4.7	Convertible Promissory Note issued to Daniel Bates, dated March 11, 2025
4.8	Convertible Promissory Note issued to Daniel Bates, dated March 26, 2025
4.9	Convertible Amortization Note issued to ClearThink Capital Partners LLC, dated May 13, 2025
4.10	Convertible Promissory Note issued to CFI Capital LLC, dated July 17, 2025
10.1	Securities Purchase Agreement by and between the Company and Fred Sexton effective January 17, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on January 23, 2024)
10.2	Securities Purchase Agreement by and between the Company and Clearthink Capital Partners, LLC dated February 12, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on February 16, 2024)
10.3	STRATA Purchase Agreement by and between the Company and Clearthink Capital Partners, LLC dated February 12, 2024 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on February 16, 2024)
10.4	Securities Purchase Agreement by and between the Company and Trillium Partners L, dated February 15, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on March 4, 2024)
10.5	Securities Purchase Agreement dated March 25, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024)
10.6	Registration Rights Agreement dated March 25, 2024 ((incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on March 29, 2024)
10.7	Securities Purchase Agreement by and between the Company and ClearThink Capital Partners LLC dated May 13, 2025
10.8	Revenue Interest Purchase Agreement by and between the Company and Steven Butler, dated April 22, 2025.
10.9	Revenue Interest Purchase Agreement by and between the Company and Christopher Andrew Crews, dated April 23, 2025.
10.10	Revenue Interest Purchase Agreement by and between the Company and The Vanneman Family Trust, dated April 24, 2025.
10.11	Revenue Interest Purchase Agreement by and between the Company and William Hales, dated April 28, 2025.
10.12	Revenue Interest Purchase Agreement by and between the Company and MZ Digital LLC, dated May 5, 2025.
10.13	Settlement Agreement and Release Agreement between the Company and Trillium Partners, LP, dated July 31, 2025
31.1*	Certification of Chief Executive Officer, pursuant to Rule 13a-14(a) of the Exchange Act, as enacted by Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2*	Certification of Chief Financial Officer, pursuant to Rule 13a-14(a) of the Exchange Act, as enacted by Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32*	Certification of Chief Executive Officer and Chief Financial Officer, pursuant to 18 United States Code Section 1350, as enacted by Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	Inline XBRL Instance Document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

*Filed herewith

SIGNATURES

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

Date: August 19, 2025

By: /s/ Daniel Bates
Name: Daniel Bates

Title: Chief Executive Officer
(Principal Executive Officer)

Date: August 19, 2025

By: /s/ Rachel Boulds

Name: Rachel Boulds

Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

THIS NOTE AND THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "1933 ACT")

US \$150,000.00

CLEAN VISION CORPORATION
6% CONVERTIBLE REDEEMABLE NOTE
DUE JULY 17, 2026

FOR VALUE RECEIVED, Clean Vision Corporation (the "Company") promises to pay to the order of CFI CAPITAL LLC and its authorized successors and Permitted Assigns, defined below, (the "Holder"), the aggregate principal face amount of One Hundred Twenty Thousand Dollars exactly (U.S. \$150,000.00) on July 17, 2026 (the "Maturity Date") and to pay interest on the principal amount outstanding hereunder at the rate of 6% per annum commencing on July 17, 2025 (the "Issuance Date"). The interest will be paid to the Holder in whose name this 6% Convertible Redeemable Note (this "Note") is registered on the records of the Company regarding registration and transfers of this Note. This Note shall contain a \$15,000.00 original issue discount such that the purchase price shall be \$135,000.00. The principal of, and interest on, this Note are payable at 16485 Collins Avenue, Suite 431, Sunny Isles Beach, Florida 33160, initially, and if changed, last appearing on the records of the Company as designated in writing by the Holder hereof from time to time. The Company will pay each interest payment and the outstanding principal due upon this Note before or on the Maturity Date, less any amounts required by law to be deducted or withheld, to the Holder of this Note by check or wire transfer addressed to such Holder at the last address appearing on the records of the Company. The forwarding of such check or wire transfer shall constitute a payment of the outstanding principal hereunder and shall satisfy and discharge the liability for the principal on this Note to the extent of the sum represented by such check or wire transfer. Interest shall be payable in Common Stock (as defined below) pursuant to paragraph 4(b) herein. Permitted Assigns means any "qualified person", "permitted assigns" or "prospective transferee" acquiring all or a portion of this Note accompanied by an Opinion of Counsel, all in accordance with the terms provided in Sections 2(f) and 5(g) of the Securities Purchase Agreement by and between the Holder and the Company dated as of July 10, 2025 (the "Securities Purchase Agreement").

This Note is subject to the following additional provisions:

1. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be made for such registration or transfer or exchange, except that Holder shall pay any tax or other governmental charges payable in connection therewith and for the cost of any Opinion of Counsel as maybe required under Section 5(g) of the Securities Purchase Agreement. To the extent that Holder subsequently transfers, assigns, sells or exchanges any of the multiple lesser denomination notes, Holder acknowledges that it will provide the Company with an Opinion of Counsel as provided for in Sections 2(f) and 5(g) of the Securities Purchase Agreement ("Opinions of Counsel").

2. The Company shall be entitled to withhold from all payments any amounts

Initials

5519199_4

required to be withheld under applicable laws.

3. This Note may be transferred or exchanged only in compliance with the Securities Act of 1933, as amended ("Act"), applicable state securities laws and Sections 2(f) and 5(f) of the Securities Purchase Agreement. Any attempted transfer to a non-qualifying party shall be treated by the Company as void. Prior to due presentment for transfer of this Note, the Company and any agent of the Company may treat the person in whose name this Note is duly registered on the Company's records as the owner hereof for all other purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected or bound by notice to the contrary. Any Holder of this Note electing to exercise the right of conversion set forth in Section 4(a) hereof, in addition to the requirements set forth in Section 4(a), and any prequalified prospective transferee of this Note, also is required to give the Company written confirmation that this Note is being converted ("Notice of Conversion") in the form annexed hereto as Exhibit A. The date of receipt (including receipt by telecopy) of such Notice of Conversion shall be the Conversion Date. All notices of conversion will be accompanied by an Opinion of Counsel of the Holder's counsel, which the Company shall not reasonably reject.

4. (a) The Holder of this Note is entitled, at its option, at any time after the 6th monthly anniversary of this Note, to convert all or any amount of the principal face amount of this Note then outstanding into shares of the Company's common stock (the "Common Stock") at a price ("Conversion Price") for each share of Common Stock equal to 70% of the lowest trading price of the Common Stock as reported on the OTC Markets on which the Company's shares are then traded or any exchange upon which the Common Stock may be traded in the future (the "Exchange"), for the twenty prior trading days including the day upon which a Notice of Conversion is received by the Company (provided such Notice of Conversion is duly executed by the Holder and is delivered together with a duly executed Opinion of Counsel, by fax or other electronic method of communication to the Company after 4 P.M. Eastern Standard or Daylight Savings Time if the Holder wishes to include the same day closing price). For purposes of the above calculations, a day shall not be considered a trading day if there was no trading volume for the Company's Common Stock for that particular day. If the shares have not been delivered within 2 business days, the Notice of Conversion may be rescinded. Such conversion shall be effectuated by the Company delivering the shares of Common Stock to the Holder within 2 business days of receipt by the Company of the Notice of Conversion. Accrued, but unpaid interest shall be subject to conversion. No fractional shares or scrip representing fractions of shares will be issued on conversion, but the number of shares issuable shall be rounded to the nearest whole share. To the extent the Conversion Price of the Company's Common Stock closes below the par value per share, the Company will take all steps necessary to solicit the consent of the stockholders to reduce the par value to the lowest value possible under law or to conduct a reverse split at a ratio determined by the Company's board of directors. The Company agrees to honor all conversions submitted pending this increase or such stock split, as applicable. *In the event the Company experiences a DTC "Chill" on its shares, the conversion price shall be decreased to 60% instead of 70% while that "Chill" is in effect.* In no event shall the Holder be allowed to effect a conversion if such conversion, along with all other shares of Company Common Stock beneficially owned by the Holder and its affiliates would exceed 4.99% of the outstanding shares of the Common Stock of the Company (which may be increased up to 9.9% upon 60 days' prior written notice by the Holder to the Company). The Conversion Price, conversion discount, and lookback period (collectively, the "Conversion Terms") will be adjusted in favor of the Holder if the Company issues securities to another party with more favorable Conversion Terms.

(b) Interest on any unpaid principal balance of this Note shall be paid at the rate of 6% per annum. Interest shall be paid by the Company in Common Stock ("Interest Shares"). The Holder may,

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at any time, send in a Notice of Conversion to the Company for Interest Shares based on the formula provided in Section 4(a) above. The dollar amount converted into Interest Shares shall be all or a portion of the accrued interest calculated on the unpaid principal balance of this Note to the date of such notice.

(c) The Note may be prepaid or assigned with the following penalties/premiums:

PREPAY DATE	PREPAY AMOUNT
≤ 30 days	105% of principal plus accrued interest
30- 59 days	110% of principal plus accrued interest
60-89 days	115% of principal plus accrued interest
90-119 days	120% of principal plus accrued interest
120-149 days	130% of principal plus accrued interest
150-180 days	135% of principal plus accrued interest

Such redemption must be closed and funded within 3 days of giving notice of redemption of the right to redeem shall be null and void. Any partial prepayments will be made in accordance with the formula set forth in the chart above with respect to principal, premium, and interest.

(d) Upon (i) a transfer of all or substantially all of the assets of the Company to any person in a single transaction or series of related transactions, (ii) a reclassification, capital reorganization (excluding an increase in authorized capital) or other change or exchange of outstanding shares of the Common Stock, other than a forward or reverse stock split or stock dividend, or (iii) any consolidation or merger of the Company with or into another person or entity in which the Company is not the surviving entity (other than a merger which is effected solely to change the jurisdiction of incorporation of the Company and results in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of Common Stock) (each of items (i), (ii) and (iii) being referred to as a "Sale Event"), then, in each case, the Company shall, upon request of the Holder, redeem this Note in cash for the prepayment price set forth in Section 4(c), above, or at the election of the Holder, such Holder may convert the unpaid principal amount of this Note (together with the amount of accrued but unpaid interest) into shares of Common Stock immediately prior to such Sale Event at the Conversion Price.

(e) In the event the Company is not able to pay the payment section forth in Section 4(d), above, then in case of any Sale Event (not to include a sale of all or substantially all of the Company's assets) in connection with which this Note is not redeemed or converted, the Company shall cause effective provision to be made so that the Holder of this Note shall have the right thereafter, by converting this Note, to purchase or convert this Note into the kind and number of shares of stock or other securities or property (including cash) receivable upon such reclassification, capital reorganization or other change, consolidation or merger by a holder of the number of shares of Common Stock that could have been purchased upon exercise of the Note and at the same Conversion Price, as defined in this Note, immediately prior to such Sale Event. The foregoing provisions shall similarly apply to successive Sale Events. If the consideration received by the holders of Common Stock is other than cash, the value shall be as determined by the Board of Directors of the Company or successor person or entity acting in good faith.

5. No provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, and interest on, this Note at the time, place, and rate, and in the form, herein prescribed.

6. The Company hereby expressly waives demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonor, notice of acceleration or intent to accelerate, and diligence in taking any action to collect amounts called for hereunder and shall be directly and

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primarily liable for the payment of all sums owing and to be owing hereto.

7. The Company agrees to pay all costs and expenses, including reasonable attorneys' fees and expenses, which may be incurred by the Holder in collecting any amount due under this Note.

8. If one or more of the following described "Events of Default" shall occur:

(a) The Company shall default in the payment of principal or interest on this Note or any other note issued to the Holder by the Company; or

(b) Any of the representations or warranties made by the Company herein or in any certificate or financial or other written statements heretofore or hereafter furnished by or on behalf of the Company in connection with the execution and delivery of this Note, or the Securities Purchase Agreement under which this note was issued shall be false or misleading in any material respect; or

(c) The Company shall fail to perform or observe, in any respect, any covenant, term, provision, condition, agreement or obligation of the Company under this Note or any other note issued to the Holder; or

(d) The Company shall (1) become insolvent (which does not include a "going concern opinion"); (2) admit in writing its inability to pay its debts generally as they mature; (3) make an assignment for the benefit of creditors or commence proceedings for its dissolution; (4) apply for or consent to the appointment of a trustee, liquidator or receiver for its or for a substantial part of its property or business; (5) file a petition for bankruptcy relief, consent to the filing of such petition or have filed against it an involuntary petition for bankruptcy relief, all under federal or state laws as applicable; or

(e) A trustee, liquidator, or receiver shall be appointed for the Company or for a substantial part of its property or business without its consent and shall not be discharged within sixty (60) days after such appointment; or

(f) Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Company; or

(g) One or more money judgments, writs or warrants of attachment, or similar process, in excess of two hundred fifty thousand dollars (\$250,000) in the aggregate, shall be entered or filed against the Company or any of its properties or other assets and shall remain unpaid, unvacated, unbonded or unstayed for a period of fifteen (15) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or

(h) The Company has defaulted on or breached any term of any other purchase agreement or note or similar debt instrument into which the Company has entered and failed to cure such default within the appropriate grace period; or

(i) The Company shall have its Common Stock delisted from an exchange (including the OTC Markets) or, if the Common Stock trades on an exchange, then trading in the Common Stock shall be suspended for more than 10 consecutive days or ceases to file its reports under the Securities Exchange Act of 1934, as amended, with the SEC;

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(j) The Company shall not deliver to the Holder the Common Stock pursuant to paragraph 4 herein without restrictive legend within 2 business days of its receipt of a Notice of Conversion which includes a duly executed Opinion of Counsel from a reputable lawyer or law firm expressing an opinion which supports the removal of a restrictive legend; or

(k) The Company shall not replenish the reserve set forth in Section 12, within 2 business days of the written request of the Holder.

(l) The Company shall be delinquent in its periodic report filings with the Securities and Exchange Commission (subject to applicable extensions); or

(m) The Company shall cause to lose the “bid” price for its stock in a market (including the OTC marketplace or other exchange); or

(n) Terminate its existing transfer agent relationship without the prior written consent of the Holder.

Then, or at any time thereafter, unless cured within 5 days, and in each and every such case, unless such Event of Default shall have been waived in writing by the Holder (which waiver shall not be deemed to be a waiver of any subsequent default) at the option of the Holder and in the Holder's sole discretion, the Holder may consider this Note immediately due and payable, without presentment, demand, protest or (further) notice of any kind (other than notice of acceleration), all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding, and the Holder may immediately, and without expiration of any period of grace, enforce any and all of the Holder's rights and remedies provided herein or any other rights or remedies afforded by law. Upon an Event of Default, interest shall accrue at a default interest rate at the highest rate of interest permitted by law and the Conversion Price shall be adjusted from 70% to 55% (the conversion price discount shall increase by 15%). In the event of a breach of Section 8(j) the penalty shall be \$500 per day if the shares are not issued beginning on the 3rd day after the conversion notice was delivered to the Company. This penalty shall increase to \$1,000 per day beginning on the 10th day. In the event of a breach of Section 8(h), the Holder may elect to utilize the same remedy available under the defaulted interest and such remedy shall be incorporated by reference into the terms of this Note. Further, if a breach of Section 8(l) occurs or is continuing after the 6-month anniversary of the Note, then the Holder shall be entitled to use the lowest closing bid price during the delinquency period as a base price for the conversion. For example, if the lowest closing bid price during the delinquency period is \$0.01 per share and the conversion discount is 50% the Holder may elect to convert future conversions at \$0.005 per share.

If the Holder shall commence an action or proceeding to enforce any provisions of this Note, including, without limitation, engaging an attorney, then if the Holder prevails in such action, the Holder shall be reimbursed by the Company for its attorneys' fees and other costs and expenses incurred in the investigation, preparation, and prosecution of such action or proceeding.

9. In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

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Specifically, notwithstanding any provision to the contrary, the parties acknowledge and agree that the Company is a corporation and the loan evidenced by this Note is made solely for business and commercial purposes. Accordingly, pursuant to Florida Statutes § 687.031 and applicable Florida case law, the provisions of Florida usury law, including §§ 687.02 and 687.03, shall not apply to this transaction. The Holder and Company further acknowledge that no natural person is guaranteeing the obligations under this Note, and the proceeds are not intended for consumer or personal use. In entering into this Note, each party has independently evaluated the terms, including any conversion rights, and agrees that the structure and pricing reflect a bona fide commercial transaction outside the scope of Florida usury laws.

10. Neither this Note nor any term hereof may be amended, waived, discharged, or terminated other than by a written instrument signed by the Company and the Holder.

11. The Company represents that it is not a “shell” issuer and has never been a “shell” issuer or that if it previously has been a “shell” issuer at least 12 months have passed since the Company has reported form 10 type information indicating it is no longer a “shell” issuer. Further, The Company will instruct its counsel to either (i) write a 144 opinion to allow for the salability of the conversion shares or (ii) accept such opinion from Holder’s counsel.

12. The Company shall issue irrevocable transfer agent instructions reserving 43,144,775 shares of its Common Stock for conversions under this Note (the “Share Reserve”). Upon full conversion of this Note, any shares remaining in the Share Reserve shall be canceled. The Company should at all times reserve a minimum of three times the amount of shares required if the note would be fully converted. The Holder may reasonably request increases from time to time to reserve such amounts to maintain such three times coverage and the Company will be responsible for all fees associated with the increase in the Share Reserve. The Company will instruct its transfer agent to provide the outstanding share information to the Holder in connection with its conversions along with shareholder information statements and other shareholder reservations that exist. The Holder shall be entitled to deduct \$1,000 per conversion to adequately cover all transfer agent costs and legal fees associated with issuing and delivering the shares to the Holder. To the extent the Company is unable to maintain the Share Reserve at three times the discounted amount of the Note, it shall immediately begin to increase its authorized capital in an amount necessary to maintain all share reservations.

13. The Company will give the Holder direct notice of any corporate actions, including but not limited to name changes, stock splits, recapitalizations etc. This notice shall be given to the Holder as soon as possible under law.

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

Initials

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

[Signature page follows]

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IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by an officer thereunto duly authorized.

Dated: July 17, 2025

CLEAN VISION CORPORATION

By: 
Name: Daniel Bates
Title: CEO

Initials

EXHIBIT A

NOTICE OF CONVERSION

(To be Executed by the Registered Holder in order to Convert the Note)

The undersigned hereby irrevocably elects to convert *\$_____ of the above Note into _____ Shares of Common Stock of CLEAN VISION Corporation ("Shares") according to the conditions set forth in such Note, as of the date written below.

If Shares are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer and other taxes and charges payable with respect thereto.

Date of Conversion: _____

Applicable Conversion Price: _____

Signature: _____
[Print Name of Holder and Title of Signer]

Address: _____

SSN or EIN: _____

Shares are to be registered in the following name: _____

Name: _____

Address: _____

Tel: _____

Fax: _____

SSN or EIN: _____

Shares are to be sent or delivered to the following account:

Account Name: _____

Address: _____

* consist of \$___ in principal, \$___ in interest and \$___ in fees pursuant to section 12 of the Note

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SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is made and entered into by and between, on the one hand, TRILLIUM PARTNERS, L.P., which is a Delaware Limited Partnership with Maple Leaf Capital as its General Partner and Valley Way, LLC as its Limited Partner (“Trillium”), and on the other hand, CLEAN VISION CORPORATION, which is a Nevada Corporation (“CLNV”). Trillium and CLNV shall each be referred to as a “Party” and collectively as the “Settling Parties.”

RECITALS

WHEREAS, on or about November 1, 2024, Trillium filed a complaint against CLNV in the United States District Court for the District of Nevada, a complaint that was later amended on or about February 24, 2025, Case Number 2:24-cv-02047-APG-BNW (the “Dismissed Action”), the subject of which related to a dispute arising from a Convertible Promissory Note Agreement and Securities Purchase Agreement (collectively, the “Note”) that the Settling Parties entered into on or around February 15, 2024. The Court dismissed the complaint for lack of subject matter jurisdiction on May 2, 2025.

WHEREAS, on or about June 9, 2025, Trillium filed a new complaint against CLNV in the United States District Court for the District of Nevada, Case Number 2:25-cv-01009-CDS-DJA (the “Action”), curing the jurisdictional deficiencies noted in the Court’s order dismissing the complaint in the Dismissed Action. On or about July 16, 2025, the Settling Parties stipulated to continue CLNV’s responsive pleading deadline for the complaint from July 18, 2025, to August 4, 2025. The Court granted this order on July 17, 2025.

WHEREAS, the Settling Parties have reached a mutual agreement in order to fully and finally settle all claims and defenses between them, including, but not limited to, those arising in the Action and Dismissed Action.

NOW THEREFORE, in consideration of the payments and releases contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties hereby agree to a full and final compromise and settlement of all disputes concerning the obligations of the Settling Parties and damages alleged to be due and owing in the Action and Dismissed Action as set forth above in accordance with the following terms and conditions:

TERMS

1. **Settlement Terms.** CLNV will issue fifty-five million (55,000,000) free trading shares of its common stock (the “Settlement Sum”), issuable in eleven equal installments of five million (5,000,000) shares, as full and final settlement and satisfaction of Trillium’s claims in the Action. The first issuance of shares shall occur on August 6, 2025, with subsequent installments to be issued on a month-to-month basis thereafter, due on the sixth day of each month, until all shares are issued. If the sixth day of a particular month falls on a holiday or weekend, that particular issuance is due by the next available business day.

SETTLEMENT AGREEMENT AND RELEASE

CLNV shall provide an irrevocable letter of instructions, substantively in the form of **Exhibit “2”** attached hereto, to its designated transfer agent, ClearTrust, LLC, authorizing and mandating the issuance of the shares in accordance with the issuance schedule. To the extent Cleartrust requires a different letter of instructions from CLNV to effectuate the issuance of the Settlement Sum, CLNV will promptly provide the same. Furthermore, CLNV will provide Trillium with a courtesy copy of any submitted letter of instructions, and instruct ClearTrust, LLC to provide the same to Trillium.

2. Default, Cure Period & Confession of Judgment. CLNV agrees to execute the confession of judgment attached hereto as **Exhibit “1”**, for the issuance of stock set out in Section 1 (the “Confession of Judgment”). CLNV’s failure to effectuate the timely remittance of the Settlement Sum in accordance with the issuance schedule set forth in Section 1 shall be deemed a default. Upon a default, Trillium shall provide notice to CLNV of the same (to d.bates@cleanvisioncorp.com, with a courtesy copy to acalaway@maclaw.com and harnold@maclaw.com). Upon such notice, CLNV shall thereafter have 5 business days to cure the default and effectuate the issuance of the five million shares to Trillium. Upon CLNV’s failure to cure the same, Trillium shall then be entitled to file and record the Confession of Judgment and execute upon the property of CLNV in satisfaction thereof, in the amount of eighty-million (80,000,000) free trading shares of CLNV’s common stock, less any shares already issued by CLNV under this Agreement. Any issuance of stock received prior to the breach and recordation of the Confession of Judgment will be deemed as partial satisfaction of said judgment and shall set-off any judgment, causing the actual judgment to be entered for only the unissued balance. Trillium further agrees that the Confession of Judgment shall be null and void, and shall be destroyed, upon CLNV’s full remittance of the Settlement Sum to Trillium.

3. Dismissal of the Action. The Settling Parties, within thirty (30) days of the full execution of this Agreement, stipulate to dismiss the Action, with prejudice, with all sides bearing their own attorney’s fees and costs.

4. Release of CLNV by Trillium. As consideration for this Agreement, Trillium hereby fully releases, remises, acquits, and forever discharges CLNV and its attorneys, predecessors in interest, successors in interest, representatives, directors, officers, executives, employees, agents, consultants, and assigns from any and all claims, counterclaims, cross-claims, third-party claims, demands, actions, causes of action, damages, obligations, losses, and expenses of whatsoever kind or nature, known or unknown, arising out of the acts, omissions, transactions, transfers, happenings, violations, promises, contracts, agreements, facts, or situations that could be threatened or asserted in connection with the Action, Dismissed Action, or the Note. The Settling Parties acknowledge that this release should receive full faith and credit from all courts and agencies. For the avoidance of doubt, upon the full execution of this Agreement, Trillium thereby releases CLNV of any and all obligations or claims related to the Note.

5. Release of Trillium by CLNV. As consideration for this Agreement, CLNV hereby fully releases, remises, acquits, and forever discharges Trillium and its attorneys, predecessors in interest, successors in interest, representatives, directors, officers, executives, employees, agents, consultants and assigns from any and all claims, demands, actions, causes of action, damages, obligations, losses, and expenses of whatsoever kind or nature, known or

SETTLEMENT AGREEMENT AND RELEASE

unknown, arising out of the acts, omissions, transactions, transfers, happenings, violations, promises, contracts, agreements, facts, or situations that could be threatened or asserted in connection with the Action, Dismissed Action or the Note. The Settling Parties acknowledge that this release should receive full faith and credit from all courts and agencies. For the avoidance of doubt, upon the full execution of this Agreement, CLNV thereby releases Trillium of any and all obligations or claims related to the Note.

6. Confidentiality and Mutual Non-Disparagement Clause. Except as otherwise provided in this paragraph, the Settling Parties shall not disclose, disseminate, or publicize, by press release, posting on the Internet, e-mail, or any other means, any information about this settlement, this Agreement, or any of its terms. Upon unsolicited inquiry, the Settling Parties may only inform others that a mutually satisfactory settlement has been reached. Notwithstanding the foregoing, this Agreement or its terms may be disclosed to the extent required to (a) obtain court approval for dismissal of the Action, (b) respond to an order, inquiry, or subpoena issued by a court, government, or administrative agency, (c) obtain appropriate legal, tax, or financial advice from a party's own professionals, (d) report income or expense to appropriate tax authorities, (e) make required reports to shareholders or regulatory agencies, (f) enforce this Agreement, and (g) respond to subsequent litigation, claims, or bring any motion for good faith settlement if necessary.

Furthermore, neither of the Settling Parties shall, at any time from the execution of this Agreement, directly or indirectly, disparage the other party, or any of its products or affiliates, agents, partners, attorneys, executives, shareholders, directors, officers, members, subsidiaries or agents.

7. Liability. By entering into this Agreement, neither Trillium nor CLNV shall be deemed to admit any liability, wrongdoing or fault in relation to any claim, counterclaim, cause of action, or demand in connection with the Action or Dismissed Action.

8. Attorney's Fees and Costs. The Settling Parties shall each pay their own respective expenses, including, but not limited to, legal expenses, court costs, and attorney's fees incurred by the Settling Parties with respect to the Action, Dismissed Action and the negotiation and execution of this Agreement.

9. Integration. This Agreement constitutes the entire agreement between the Settling Parties with respect to settlement of the Action and Dismissed Action. This Agreement supersedes all prior negotiations and agreements. It may not be modified or amended except by a writing signed by all parties to this Agreement.

10. Modification. No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed or consented to by the Settling Parties, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

11. Severability. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed and enforced with the minimum reformation necessary.

SETTLEMENT AGREEMENT AND RELEASE

12. Heirs, Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, successors, and assigns.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The Settling Parties will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. The Settling Parties may execute this Agreement via DocuSign.

14. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada .

15. Enforcement of Settlement Terms. If any legal action or other proceeding is brought by any of the Parties hereto to enforce this Agreement or to recover damages or equitable relief for a breach thereof, the prevailing party shall recover its costs, expert witness fees, consulting fees and reasonable attorneys' fees incurred in such action or proceeding, which amount shall be determined by a court of competent jurisdiction.

16. Advice of Counsel. Each Settling Party represents and agrees that it has had the opportunity to seek and has sought from lawyers any such advice as it deems appropriate with respect to signing this Agreement. Each Settling Party acknowledges and represents that it is signing this Agreement voluntarily and intends to be and should be bound thereby. Each Settling Party has undertaken such independent investigation and evaluation as it deems appropriate and is entering this Agreement in reliance on the Settling Party's own investigation and advice, and not in reliance on any advice, disclosure, representation, or information provided by or expected from any other party or party's lawyers, except as expressly stated in this Agreement. This is an agreement of settlement and compromise, made in recognition that the Settling Parties may have different or incorrect understandings, information and contentions, as to facts and law, and with each Settling Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts and law, and as such the Settling Parties agree that no misunderstanding or misinformation shall be a ground for rescission hereof.

17. Jointly Drafted. The terms of this Agreement are and shall be deemed jointly drafted and written by the Settling Parties, and shall not be construed or interpreted against the party originating or preparing the Agreement.

18. Effective Date. The effective date of this Agreement shall be the date that the Agreement is fully executed by the Settling Parties. If executed in counterparts, the effective date shall be the date that the last party executes the Agreement.

[SIGNATURES ON NEXT PAGE]

SETTLEMENT AGREEMENT AND RELEASE

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first set forth below.

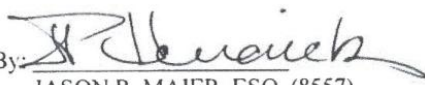
By: 
TRILLIUM PARTNERS, L.P.

Its: Stephen Hicks, Manager of GP

Date: 7/31/2025

Approved as to Form and Content

MAIER GUTIERREZ & ASSOCIATES

By: 
JASON R. MAIER, ESQ. (8557)
JEAN PAUL HENDRICKS, ESQ. (10079)
8816 Spanish Ridge Ave
Las Vegas, Nevada 89148
Attorneys for Trillium Partners, L.P.

Date: 7/31/2025

[Continued on next page]

SETTLEMENT AGREEMENT AND RELEASE

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first set forth below.

By: _____
TRILLIUM PARTNERS, L.P.

Its: _____

Date: _____

Approved as to Form and Content

MAIER GUTIERREZ & ASSOCIATES

By: _____
JASON R. MAIER, ESQ. (8557)
JEAN PAUL HENDRICKS, ESQ. (10079)
8816 Spanish Ridge Ave
Las Vegas, Nevada 89148
Attorneys for Trillium Partners, L.P.

Date: _____

[Continued on next page]

SETTLEMENT AGREEMENT AND RELEASE

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first set forth below.

By: 
CLEAN VISION CORPORATION

Its: CEO

Date: 7/31/25

Approved as to Form and Content

MARQUIS AURBACH

By: _____
BRIAN R. HARDY, ESQ. (10068)
ALEXANDER K. CALAWAY, ESQ. (15188)
HARRY L. ARNOLD, ESQ. (15866)
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Clean Vision Corporation

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

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

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2025 of the Registrant;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and we have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Registrant’s internal control over financial reporting that occurred during the Registrant’s most recent fiscal quarter (the Registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant’s internal control over financial reporting; and
5. The Registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant’s auditors and the audit committee of the Registrant’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether material, that involves management or other employees who have a significant role in the Registrant’s internal control over financial reporting.

Dated: August 19, 2025

By: /s/ Daniel Bates

Daniel Bates
Chief Executive Officer
(Principal Executive Officer)

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

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

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2025 of the Registrant;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and we have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the Registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant’s internal control over financial reporting; and
5. The Registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant’s auditors and the audit committee of the Registrant’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether material, that involves management or other employees who have a significant role in the Registrant’s internal control over financial reporting.

Dated: August 19, 2025

By: /s/ Rachel Boulds

Rachel Boulds
Chief Financial Officer
(Principal Financial and Accounting Executive)

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

In connection with the Quarterly Report of Clean Vision Corporation (the “Company”) on Form 10-Q for the six months ended June 30, 2025 as filed with the United States Securities and Exchange Commission on the date hereof (the “Report”), I, Daniel Bates, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Sec.1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: August 19, 2025

By: /s/ Daniel Bates

Daniel Bates
Chief Executive Officer
(Principal Executive)

In connection with the Quarterly Report of Clean Vision Corporation (the Company”) on Form 10-Q for the six months ended June 30, 2025 as filed with the United States Securities and Exchange Commission on the date hereof (the “Report”), I, Rachel Boulds, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Sec.1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: August 19, 2025

By: /s/ Rachel Boulds

Rachel Boulds
Chief Financial Officer
(Principal Financial and Accounting Executive)

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

Cover - shares

6 Months Ended

Jun. 30, 2025

Aug. 19, 2025

Cover [Abstract]

<u>Document Type</u>	10-Q	
<u>Amendment Flag</u>	false	
<u>Document Quarterly Report</u>	true	
<u>Document Transition Report</u>	false	
<u>Document Period End Date</u>	Jun. 30, 2025	
<u>Document Fiscal Period Focus</u>	Q2	
<u>Document Fiscal Year Focus</u>	2025	
<u>Current Fiscal Year End Date</u>	--12-31	
<u>Entity File Number</u>	024-11501	
<u>Entity Registrant Name</u>	CLEAN VISION CORPORATION	
<u>Entity Central Index Key</u>	0001391426	
<u>Entity Tax Identification Number</u>	85-1449444	
<u>Entity Incorporation, State or Country Code</u>	NV	
<u>Entity Address, Address Line One</u>	2006 N. Sepulveda Blvd. #1051	
<u>Entity Address, City or Town</u>	Manhattan Beach	
<u>Entity Address, State or Province</u>	CA	
<u>Entity Address, Postal Zip Code</u>	90266	
<u>City Area Code</u>	424	
<u>Local Phone Number</u>	835-1845	
<u>Entity Current Reporting Status</u>	Yes	
<u>Entity Interactive Data Current</u>	Yes	
<u>Entity Filer Category</u>	Non-accelerated Filer	
<u>Entity Small Business</u>	true	
<u>Entity Emerging Growth Company</u>	true	
<u>Elected Not To Use the Extended Transition Period</u>	false	
<u>Entity Shell Company</u>	false	
<u>Entity Common Stock, Shares Outstanding</u>		1,048,629,872

**CONDENSED
CONSOLIDATED
BALANCE SHEETS - USD
(\$)**

	Jun. 30, 2025	Dec. 31, 2024
<u>Current Assets:</u>		
<u>Cash</u>	\$ 2,821,848	\$ 885,835
<u>Restricted cash</u>	692,662	416,597
<u>Prepays and other assets</u>	4,111,913	1,957,045
<u>Accounts receivable</u>	34,083	37,624
<u>Loan receivable</u>	70,000	70,000
<u>Right of use assets</u>		45,467
<u>Trading securities</u>	5,661	5,048
<u>Total Current Assets</u>	7,736,167	3,417,616
<u>Right of use assets</u>	1,768,498	
<u>Property and equipment</u>	7,334,821	4,794,646
<u>Goodwill</u>	4,854,622	4,854,622
<u>Total Assets</u>	21,694,108	13,066,884
<u>Current Liabilities:</u>		
<u>Cash overdraft</u>	515,012	409,587
<u>Accounts payable</u>	1,912,397	1,042,892
<u>Accrued compensation</u>	604,225	595,719
<u>Accrued expenses</u>	2,962,832	2,282,488
<u>Accrued interest – related party</u>	7,770	
<u>Convertible notes payable, net discount of \$253,561 and \$205,675, respectively</u>	6,263,739	6,044,125
<u>Derivative liability</u>	1,563,312	2,067,621
<u>Settlement liability</u>		145,967
<u>Loans payable</u>	888,444	784,600
<u>Related party payables</u>	826,164	693,495
<u>Loans payable, revenue share, net discount of \$94,948</u>	605,052	
<u>Loans payables – related parties</u>	4,615,000	4,300,000
<u>Lease liabilities - current portion</u>	204,391	11,814
<u>Liabilities of discontinued operations</u>	67,093	67,093
<u>Total current liabilities</u>	21,035,431	18,445,401
<u>Economic incentive (Note 5)</u>	1,750,000	1,750,000
<u>Commercial loan, net of discount of \$135,361 and \$260,311, respectively</u>	11,688,539	4,739,689
<u>Lease liabilities - net of current portions</u>	1,545,257	31,353
<u>Total Liabilities</u>	36,019,227	24,966,443
<u>Commitments and contingencies</u>		
<u>Stockholders' Deficit:</u>		
<u>Preferred stock, \$0.001 par value, 4,000,000 shares authorized; no shares issued and outstanding</u>		
<u>Common stock, \$0.001 par value, 2,000,000,000 shares authorized, 1,040,340,578 and 807,605,591 shares issued and outstanding, respectively</u>	1,040,341	807,606
<u>Common stock to be issued</u>	42,732	2,412,054

<u>Preferred stock to be issued</u>	32,074	
<u>Additional paid-in capital</u>	35,821,387	32,419,818
<u>Accumulated other comprehensive loss</u>	(84,383)	20,113
<u>Accumulated deficit</u>	(52,486,135)	(48,835,095)
<u>Non-controlling interest</u>	1,306,865	1,273,945
<u>Total stockholders' deficit</u>	(14,325,119)	(11,899,559)
<u>Total liabilities and stockholders' deficit</u>	21,694,108	13,066,884
<u>Series A Preferred Stock [Member]</u>		
<u>Stockholders' Deficit:</u>		
<u>Preferred stock, \$0.001 par value, 4,000,000 shares authorized; no shares issued and outstanding</u>		
<u>Series B Preferred Stock [Member]</u>		
<u>Stockholders' Deficit:</u>		
<u>Preferred stock, \$0.001 par value, 4,000,000 shares authorized; no shares issued and outstanding</u>		
<u>Series C Preferred Stock [Member]</u>		
<u>Stockholders' Deficit:</u>		
<u>Preferred stock, \$0.001 par value, 4,000,000 shares authorized; no shares issued and outstanding</u>	2,000	2,000
<u>Series D Preferred Stock [Member]</u>		
<u>Stockholders' Deficit:</u>		
<u>Preferred stock, \$0.001 par value, 4,000,000 shares authorized; no shares issued and outstanding</u>		

**CONDENSED
CONSOLIDATED
BALANCE SHEETS
(Parenthetical) - USD (\$)**

Jun. 30, 2025 Dec. 31, 2024

<u>Convertible note payable, net of discount</u>	\$ 253,561	\$ 205,675
<u>Net discount</u>	94,948	
<u>Commercial loan, net of discount</u>	\$ 135,361	\$ 260,311
<u>Preferred stock, par value</u>	\$ 0.001	\$ 0.001
<u>Preferred stock, shares authorized</u>	4,000,000	4,000,000
<u>Preferred stock, shares issued</u>	0	0
<u>Preferred stock, shares outstanding</u>	0	0
<u>Common stock, par value</u>	\$ 0.001	\$ 0.001
<u>Common stock, shares authorized</u>	2,000,000,000	2,000,000,000
<u>Common stock, shares issued</u>	1,040,340,578	807,605,591
<u>Common stock, shares outstanding</u>	1,040,340,578	807,605,591
<u>Series A Preferred Stock [Member]</u>		
<u>Preferred stock, par value</u>	\$ 0.001	\$ 0.001
<u>Preferred stock, shares authorized</u>	2,000,000	2,000,000
<u>Preferred stock, shares issued</u>	0	0
<u>Preferred stock, shares outstanding</u>	0	0
<u>Series B Preferred Stock [Member]</u>		
<u>Preferred stock, par value</u>	\$ 0.001	\$ 0.001
<u>Preferred stock, shares authorized</u>	2,000,000	2,000,000
<u>Series C Preferred Stock [Member]</u>		
<u>Preferred stock, par value</u>	\$ 0.001	\$ 0.001
<u>Preferred stock, shares authorized</u>	2,000,000	2,000,000
<u>Preferred stock, shares issued</u>	2,000,000	2,000,000
<u>Preferred stock, shares outstanding</u>	2,000,000	2,000,000
<u>Series D Preferred Stock [Member]</u>		
<u>Preferred stock, par value</u>	\$ 0.001	\$ 0.001
<u>Preferred stock, shares authorized</u>	500,000	500,000
<u>Preferred stock, shares issued</u>	0	0
<u>Preferred stock, shares outstanding</u>	0	0

**CONDENSED
CONSOLIDATED
STATEMENTS OF
OPERATIONS AND
COMPREHENSIVE LOSS
(Unaudited) - USD (\$)**

	3 Months Ended	6 Months Ended	
	Jun. 30, 2025	Jun. 30, 2024	Jun. 30, 2025 Jun. 30, 2024

Income Statement [Abstract]

<u>Revenue</u>	\$ 52,612	\$ 23,455	\$ 63,137	\$ 73,147
<u>Cost of revenue</u>	8,147	12,100	10,091	9,115
<u>Gross margin</u>	44,465	11,355	53,046	64,032
<u>Operating Expenses:</u>				
<u>Consulting</u>	629,306	222,713	872,403	606,945
<u>Advertising and promotion</u>	51,558	30,044	119,753	60,716
<u>Development expense</u>	30,443	20,858	32,863	49,373
<u>Professional fees</u>	251,755	(79,255)	339,546	322,650
<u>Payroll expense</u>	337,213	328,892	743,955	630,438
<u>Director fees</u>	13,500	27,992	27,000	41,992
<u>General and administration expenses</u>	663,981	333,924	876,702	662,464
<u>Total operating expense</u>	1,977,756	885,168	3,012,222	2,374,578
<u>Loss from Operations</u>	(1,933,291)	(873,813)	(2,959,176)	(2,310,546)
<u>Other income (expense):</u>				
<u>Interest expense</u>	(703,145)	(883,764)	(1,335,542)	(2,366,562)
<u>Change in fair value of derivative</u>	2,178,655	113,184	446,598	711,490
<u>Loss on debt issuance</u>		(281,450)		(357,140)
<u>Loss on conversion of debt</u>	(84,908)		(96,962)	
<u>Gain on extinguishment of debt</u>	84,908	20,000	230,875	216,430
<u>Other income (expense), net</u>	119	475	1,085	
<u>Penalty expense on convertible debt</u>	(15,643)		(55,000)	
<u>Total other expense</u>	1,459,986	(1,031,555)	(808,946)	(1,795,782)
<u>Net loss before provision for income tax</u>	(473,305)	(1,905,368)	(3,768,122)	(4,106,328)
<u>Provision for income tax expense</u>				
<u>Net loss</u>	(473,305)	(1,905,368)	(3,768,122)	(4,106,328)
<u>Net loss attributed to non-controlling interest</u>	55,946	80,871	117,082	120,799
<u>Net loss attributed to Clean Vision Corporation</u>	(417,359)	(1,824,497)	(3,651,040)	(3,985,529)
<u>Other comprehensive income (loss):</u>				
<u>Foreign currency translation adjustment</u>	106,276	(226)	84,383	(2,394)
<u>Comprehensive loss</u>	\$ (311,083)	\$ (1,824,723)	\$ (3,566,657)	\$ (3,987,923)
<u>Loss per share - basic</u>	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.01)
<u>Loss per share - diluted</u>	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.01)
<u>Weighted average shares outstanding - basic</u>	1,007,011,217	70,125,952	952,818,269	695,912,664
<u>Weighted average shares outstanding - diluted</u>	1,007,011,217	70,125,952	952,818,269	695,912,664

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT) (Unaudited) - USD (\$)	Series A Preferred Stocks [Member]	Series C Preferred Stocks [Member]	Common Stock [Member]	Additional Paid-in Capital [Member]	Common Stock To Be Issued [Member]	AOCI Attributable to Parent [Member]	Noncontrolling Interest [Member]	Retained Earnings [Member]	Total
Beginning balance, value at Dec. 31, 2023	\$ 2,000	\$ 682,464	\$	28,238,505	\$ 217,775	\$ 2,171	\$ 1,452,916	\$ (34,831,900)	\$ (4,236,069)
Beginning balance, shares at Dec. 31, 2023	2,000,000	682,463,425							
Stock issued for services		\$ 456	15,544	261,772					277,772
Stock issued for services, shares		455,840							
Stock issued for debt commitments		\$ 5,600	196,560						202,160
Stock issued for debt commitments, shares		5,600,000							
Stock issued for cash		\$ 5,000	95,000						100,000
Stock issued for cash, shares		5,000,000							
Stock issued for warrant exercise		\$ 2,182	(2,182)						
Stock issued for warrant exercise, shares		2,181,818							
Debt issuance cost – warrants issued			575,690						575,690
Net loss						(2,168)	(39,928)	(2,161,032)	(2,203,128)
Ending balance, value at Mar. 31, 2024	\$ 2,000	\$ 695,702	29,119,117	479,547	3		1,412,988	(36,992,932)	(5,283,575)
Ending balance, shares at Mar. 31, 2024	2,000,000	695,701,083							
Stock issued for services		\$ 10,000	206,000						216,000
Stock issued for services, shares		10,000,000							
Stock issued for debt commitments		\$ 435	19,340	(11,775)					8,000
Stock issued for debt commitments, shares		435,012							
Stock issued for conversion of debt		\$ 9,520	109,286						118,806
Stock issued for conversion of debt, shares		9,520,088							
Cancellation of mezzanine equity			1,800,000						1,800,000
Net loss						(226)	(80,871)	(1,824,497)	(1,905,594)
Ending balance, value at Jun. 30, 2024	\$ 2,000	\$ 715,657	31,253,743	467,772	(223)		1,332,117	(38,817,429)	(5,046,363)
Ending balance, shares at Jun. 30, 2024	2,000,000	715,656,183							
Beginning balance, value at Dec. 31, 2024	\$ 2,000	\$ 807,606	32,419,818	2,412,054	20,113		1,273,945	(48,835,095)	(11,899,559)
Beginning balance, shares at Dec. 31, 2024	2,000,000	807,605,591							
Stock issued for services		\$ 74,793	1,235,329	(1,207,122)					103,000
Stock issued for services, shares		74,792,552							
Stock issued for services – related parties		\$ 50,000	800,000	(850,000)					
Stock issued for services - related parties, shares		50,000,000							

Stock issued for debt commitments	\$ 11,500	187,432	(198,932)				
Stock issued for debt commitments, shares	11,500,000						
Stock issued for debt	\$ 29,876	344,944	(156,000)			218,821	
Stock issued for debt, shares	29,876,339						
Net loss				(21,893)	(61,136)	(3,233,681)	(3,316,710)
Ending balance, value at Mar. 31, 2025	\$ 2,000	\$ 973,775	34,987,523	(1,780)	1,212,809	(52,068,776)	(14,894,449)
Ending balance, shares at Mar. 31, 2025	2,000,000	973,774,482					
Preferred stock issued for debt commitments			32,074			32,074	
Stock issued for services	\$ 17,000	349,000				366,000	
Stock issued for services, shares	17,000,000						
Stock issued for default on notes	\$ 4,000	51,000				55,000	
Stock issued for default on notes, shares	4,000,000						
Non-controlling interest for issuance of subsidiary shares					150,002	150,002	
Stock issued for debt commitments	\$ 20,000	223,806	42,732			286,538	
Stock issued for debt commitments, shares	20,000,000						
Stock issued for debt	\$ 25,566	210,058				235,624	
Stock issued for debt, shares	25,566,096						
Net loss				(82,603)	(55,946)	(417,359)	(555,908)
Ending balance, value at Jun. 30, 2025	\$ 2,000	\$ 1,040,341	\$ 35,821,387	\$ 74,806	\$ (84,383)	\$ 1,306,865	\$ (52,486,135)
Ending balance, shares at Jun. 30, 2025	2,000,000	1,040,340,578					

**CONSOLIDATED
STATEMENTS OF CASH
FLOWS (Unaudited) - USD
(\$)**

**6 Months Ended
Jun. 30, 2025 Jun. 30, 2024**

Cash Flows from Operating Activities:

Net loss \$ (3,768,122) \$ (4,106,328)

Adjustments to reconcile net loss to net cash used by operating activities:

Stock issued for services	469,000	285,772
Debt discount amortization	381,203	2,108,012
Loss on issuance of debt		357,140
Change in fair value of derivative	(446,598)	(711,490)
Loss on conversion of debt	96,962	
Gain on extinguishment of debt	280,875	(216,430)
Gain on settlement liability	(145,967)	
Penalty expense on convertible debt	55,000	
Operating lease expense	4,489	
Depreciation expense	98,273	95,447

Changes in operating assets and liabilities:

Prepays and other assets	(2,154,868)	(83,992)
Accounts receivable	3,541	62,815
Accounts payable	869,505	350,430
Accruals	659,305	159,501
Related-party payables - short-term	132,669	204,398
Accrued interest – related party	7,770	
Accrued compensation	8,506	110,517
Net cash used by operating activities	3,960,207	(1,384,208)

Cash Flows from Investing Activities:

Trading securities	(613)	
Purchase of property and equipment	(2,638,448)	(147,634)
Net cash used by investing activities	(2,639,061)	(147,634)

Cash Flows from Financing Activities:

Cash overdraft	105,425	31,880
Proceeds from convertible notes payable	517,000	1,358,500
Payments - convertible notes payable		(314,285)
Proceeds from the sale of common stock		100,000
Proceeds from sale of Clean Seas West Virginia stock	150,002	
Proceeds from notes payable - related party	350,000	
Repayments, notes payable - related party	(35,000)	
Proceeds from notes payable	789,844	82,674
Proceeds from commercial loan	6,823,900	
Net cash provided by financing activities	8,701,171	1,258,769
Net change in cash	2,101,903	(273,073)
Effects of currency translation	110,175	(2,394)
Cash at beginning of period	1,302,432	339,921

<u>Cash at end of period</u>	3,514,510	64,454
<u>Supplemental schedule of cash flow information:</u>		
<u>Interest paid</u>	320,803	
<u>Income taxes</u>		
<u>Supplemental non-cash disclosure:</u>		
<u>Common stock issued for conversion of debt</u>	478,648	118,806
<u>Warrants issued with notes payable</u>		575,690
<u>Cancellation of Series B preferred stock</u>		1,800,000
<u>Common stock issued for debt commitments</u>	286,537	418,160
<u>Preferred stock issued for debt commitments</u>	\$ 32,074	

Pay vs Performance Disclosure - USD (\$)	3 Months Ended		6 Months Ended	
	Jun. 30, 2025	Jun. 30, 2024	Jun. 30, 2025	Jun. 30, 2024
Pay vs Performance Disclosure [Table]				
Net Income (Loss)	\$ (417,359)	\$ (1,824,497)	\$ (3,651,040)	\$ (3,985,529)

**ORGANIZATION AND
NATURE OF BUSINESS**

**6 Months Ended
Jun. 30, 2025**

[Organization, Consolidation
and Presentation of
Financial Statements](#)
[\[Abstract\]](#)

[ORGANIZATION AND
NATURE OF BUSINESS](#)

NOTE 1 — ORGANIZATION AND NATURE OF BUSINESS

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

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

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

Clean-Seas India Private Limited was incorporated on November 17, 2021, as a wholly owned subsidiary of Clean-Seas., has entered into a development agreement with the Council of Scientific and Industrial Research (“CSIR”), acting through CSIR-Indian Institute of Chemical Technology (IICT) in Hyderabad. This agreement provides that the IICT development team will evaluate the performance of the Clean-Seas pyrolysis technology, which has already been installed at the Hyderabad location, to improve, productize and scale the technologies for the benefit of sales directly to the third parties, which we anticipate will include the Indian Government as well as the private sector. Our pilot project in India is designed to showcase our ability to pyrolyze plastic feedstock and generate saleable byproducts, including clean hydrogen, AquaH[®], which can then be used in fuel cells to generate clean energy. This completes the value chain from an unused waste stream through to clean usable electricity.

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

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

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

Clean-Seas Arizona, Inc. (“Clean-Seas Arizona”) was incorporated in Arizona on September 19, 2022, as a wholly owned subsidiary of Clean-Seas. Pursuant to that certain Memorandum of Understanding signed on November 4, 2022, Arizona State University (ASU) and the Rob and Melani Walton Sustainability Solution Services (WS3), the parties intend for Clean-Seas Arizona to establish a plastic feedstock to clean hydrogen conversion facility to be located in Phoenix, Arizona. In furtherance of these goals, and pursuant to a Services Agreement (the “Arizona Services Agreement”) signed on June 12, 2023 with ASU and WS3, this facility is currently intended to source and convert plastic feedstock from the Phoenix area and import plastic from California. Pursuant to the Arizona Services Agreement, the Arizona facility is expected to begin processing plastic feedstock in Q4 2026 at 100 TPD and scale up to a maximum of 500 TPD at full capacity. Additionally, we are exploring plans for this facility to be powered by renewable energy, which, if successful, would become the first completely off grid pyrolysis conversion facility in the world.

Clean-Seas West Virginia, Inc. (“Clean-Seas West Virginia”), formed on April 1, 2023, is our first PCN facility slated for the United States and is currently expected to be operational in Q4 2025. This facility is located in the city of Belle, outside of Charleston, the capital of West Virginia, and is expected to begin operations converting 50 TPD of plastic feedstock. The Company expects to expand to greater than 500 TPD within three years of beginning operations. Clean-Seas has engaged MacVallee, LLC (“MacVallee”) to secure mixed plastic feedstock from material recovery facilities and industrial suppliers.

Clean Seas Partners UK Limited (“Clean Seas UK”) was formed on July 17, 2023. Clean Seas UK is involved with business development and has limited activity as of June 30, 2025.

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES**

**6 Months Ended
Jun. 30, 2025**

[Accounting Policies](#)

[\[Abstract\]](#)

[SUMMARY OF](#)

[SIGNIFICANT](#)

[ACCOUNTING POLICIES](#)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Company's unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"), and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") and reflect all adjustments, consisting of normal recurring adjustments, which management believes are necessary to fairly present the financial position, results of operations and cash flows of the Company as of and for the six month period ending June 30, 2025 and not necessarily indicative of the results to be expected for the full year ending December 31, 2025. These unaudited consolidated financial statements should be read in conjunction with the financial statements and related notes included in the Company's financial statements for the year ended December 31, 2024.

Use of Estimates

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

Concentrations of Credit Risk

We maintain our cash in bank deposit accounts, the balances of which at times may exceed federally insured limits. We continually monitor our banking relationships and consequently have not experienced any losses in our accounts. At times, such deposits may be in excess of the Federal Deposit Insurance Corporation insurable amount ("FDIC"). As of June 30, 2025, the Company had cash in excess of the FDIC's \$250,000 coverage limit of \$3,264,510, in total for several accounts at one bank, in excess of the FDIC's coverage limit.

Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. There were no cash equivalents for the periods ended June 30, 2025 and December 31, 2024.

Restricted Cash

As of June 30, 2025 and December 31, 2024, the Company has \$692,662 and \$416,597, respectively, of restricted cash. The restricted cash is for UPS Industrial Services to ensure that there is three months in advance of construction capital available.

Principles of Consolidation

The accompanying unaudited consolidated financial statements for the period ended June 30, 2025, include the accounts of the Company and its wholly owned subsidiaries, Clean-Seas, Clean-Seas India Private Limited, Clean-Seas Group, Endless Energy, Inc., EcoCell, Inc., Clean-Seas Arizona, Inc., Clean-Seas West Virginia, Clean Seas Partners UK Limited and our 51% owned subsidiary, Clean-Seas Morocco, LLC. As of June 30, 2025, there was no activity in Clean-Seas Group, Endless Energy or Clean-Seas Arizona. All intercompany transactions are eliminated in consolidation.

Translation Adjustment

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

Comprehensive Income

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

Basic and Diluted Earnings Per Share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. The weighted average number of common shares outstanding and potentially outstanding common shares assumes that the Company incorporated as of the beginning of the first period presented. As of June 30, 2025 and 2024, the Company's diluted loss per share is the same as the basic loss per share, as the inclusion of any potential shares would have had an anti-dilutive effect due to the Company generating a loss.

	Three Months Ended June 30, 2025	Three Months Ended June 30, 2024	Six Months Ended June 30, 2025	Six Months Ended June 30, 2024
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664

Net loss attributed to Clean Vision Corporation	\$	(417,359)	\$	(1,824,497)	\$	(3,651,040)	\$	(3,985,529)
Basic and diluted loss per share	\$	(0.00)	\$	(0.00)	\$	(0.00)	\$	(0.01)
Weighted Average Common shares		1,007,011,217		70,125,952		952,818,269		695,912,664
Shares from convertible debt		394,610,182		394,610,182		2,203,313,000		2,203,313,000
Shares from warrants		271,722,830		271,722,830		271,722,830		271,722,830
Series B preferred stock		—		—		—		—
Series C preferred stock		20,000,000		20,000,000		20,000,000		20,000,000
Series D preferred stock		2,000,000		—		2,000,000		—
Total Diluted Shares		<u>1,696,344,229</u>		<u>1,387,583,964</u>		<u>3,449,854,099</u>		<u>3,190,948,494</u>

Stock-Based Compensation

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

Goodwill

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

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

Derivative Financial Instruments

The Company evaluates its convertible notes to determine if such instruments have derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company uses a

weighted-average Black-Scholes-Merton option pricing model to value the derivative instruments at inception and on subsequent valuation dates. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period.

Fair Value of Financial Instruments

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

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

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

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

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

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

June 30, 2025

Description	Level 1	Level 2	Level 3
Derivative	\$ —	\$ —	\$ 1,563,312
Total	\$ —	\$ —	\$ 1,563,312

December 31, 2024

Description	Level 1	Level 2	Level 3
Derivative	\$ —	\$ —	\$ 2,067,621

Total	\$ —	\$ —	\$ 2,067,621
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Revenue Recognition

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

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

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

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

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

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

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

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

For the six months ended June 30, 2025, our operations in Morocco had generated approximately \$63,000 in revenue from the sale of commodities (the provision of pyrolysis services and its sale of byproducts). As of June 30, 2025, we did not generate revenue from any other sources.

For the six months ended June 30, 2024, our operations in Morocco had generated approximately \$72,000 in revenue. During the period, 93% of revenue was from one party. As of June 30, 2024, we did not generate revenue from any other sources.

Trade Accounts Receivable

Trade accounts receivable are amounts due from customers under normal trade terms. After assessing the creditworthiness of our customers and considering our historical experience, anticipated future operations, and prevailing economic conditions, we have determined that the application of the current expected credit loss (CECL) methodology would be immaterial to our financial statements. Consequently, no allowance for credit losses has been recorded as of June 30, 2025. The absence of a recorded allowance for credit losses reflects our judgment that potential credit losses on outstanding receivables are negligible. As of June 30, 2025, approximately 43.3%, 25.9% and 18.7% of accounts receivable are due from three customers, respectively. As of December 31, 2024, approximately 51.8% of accounts receivable is due from one customer.

Inventory

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

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

Leases

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

as either operating or finance at lease commencement, which governs the pattern of expense recognition and the presentation reflected in the consolidated statements of operations over the lease term.

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

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

Operating Segments

In accordance with ASC 280, management has determined that the Company operates as a single operating segment. Discrete financial information is only evaluated at the consolidated level, and the Chief Operating Decision Maker ("CODM") reviews and assesses financial performance on a consolidated basis. No discrete financial information is prepared or evaluated at a subsidiary or component level for purposes of allocating resources or assessing performance.

Recently Issued Accounting Pronouncements

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

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

GOING CONCERN

**6 Months Ended
Jun. 30, 2025**

[Organization, Consolidation
and Presentation of
Financial Statements](#)

[\[Abstract\]](#)

[GOING CONCERN](#)

NOTE 3 — GOING CONCERN

The accompanying unaudited consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has not yet established a source of revenue sufficient to cover its operating costs, had an accumulated deficit of \$52,486,135 at June 30, 2025, and had a net loss of \$3,768,122 for the six months ended June 30, 2025. The Company's ability to raise additional capital through the future issuances of common stock and/or debt financing is unknown. The obtainment of additional financing, the successful development of the Company's contemplated plan of operations, and its transition, ultimately, to the attainment of profitable operations are necessary for the Company to continue operations. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern. The unaudited consolidated financial statements of the Company do not include any adjustments that may result from the outcome of these aforementioned uncertainties.

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

**PROPERTY &
EQUIPMENT**

**6 Months Ended
Jun. 30, 2025**

[Property, Plant and
Equipment \[Abstract\]](#)

[PROPERTY & EQUIPMENT](#) **NOTE 4 — PROPERTY & EQUIPMENT**

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

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

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

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

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

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

	June 30, 2025	December 31, 2024
Pyrolysis unit	\$ 151,672	\$ 151,672
Equipment	2,961,615	596,631
Buildings and fixtures	555,713	496,382
Land	3,917,477	3,865,315
Office furniture	1,818	1,484
Leasehold improvements	255,460	—
Less: accumulated depreciation	(508,934)	(316,838)
Property and equipment, net	<u>\$ 7,334,821</u>	<u>\$ 4,794,646</u>

Depreciation expense

For the six months ended June 30, 2025 and 2024, depreciation expense was \$98,273 and \$95,447, respectively.

LOANS PAYABLE

**6 Months Ended
Jun. 30, 2025**

[Debt Disclosure \[Abstract\]](#)
[LOANS PAYABLE](#)

NOTE 5 — LOANS PAYABLE

Effective January 1, 2025, the Company acquired a financing loan for its Director and Officer Insurance for \$40,800. The loan bears interest at 9.3%, requires monthly payments of \$4,255.92 and is due within one year. As of June 30, 2025, the balance due is \$21,160.

West Virginia State Incentive Package

On June 12, 2023, Clean-Seas announced that it secured \$12 million in state incentives, which includes \$1.75 million in cash to establish a PCN facility outside of Charleston, West Virginia. Clean-Seas West Virginia, has an existing feedstock supply agreement for 100 TPD of post-industrial plastic waste and is planned to be a PCN hub servicing the Mid-Atlantic states. The project will commence in phases, Phase 1 being 50 TPD, with plans to scale up to 500 TPD. Additional project finance capital is in the process of being secured and the Company received the \$1.75 million cash disbursement on September 25, 2023. The loan is forgiven after three years if the Company employs forty or more people at the West Virginia facility. As of June 30, 2025 and December 31, 2024, the balance of the loan is \$1,750,000 and \$1,750,000, respectively.

**CONVERTIBLE NOTES
PAYABLE**
[Debt Disclosure \[Abstract\]](#)
[CONVERTIBLE NOTES
PAYABLE](#)

**6 Months Ended
Jun. 30, 2025**

NOTE 6 — CONVERTIBLE NOTES PAYABLE

Walleye Opportunities Master Fund Ltd

February 2023 Convertible Notes - Walleye Opportunities Master Fund Ltd

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

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

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

April 2023 Convertible Note - Walleye Opportunities Master Fund Ltd

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

May 2023 Convertible Note - Walleye Opportunities Master Fund Ltd

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

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

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

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

March 2024 Financing Walleye Opportunities Master Fund Ltd.

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

March 2024 Note

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

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

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

Coventry Enterprises, LLC

June 2024 Note - Coventry Enterprises, LLC

On June 14, 2024, the Company issued a convertible promissory note to Coventry Enterprises, LLC in the aggregate principal amount of \$100,000 (which includes \$10,000 of Original Issue Discount). The note bears interest at 10% and matures on May 15, 2025. The note is convertible into shares of common stock at 90% of lowest trade for 20 prior days to conversion. Coventry received 5,000,000 restricted shares of Common Stock as Commitment Shares. As of June 30, 2025, this note has been converted in full for a \$0 balance at June 30, 2025.

May 2025 Note - Coventry Enterprises, LLC

On May 27, 2025, the Company issued a convertible promissory note to Coventry Enterprises, LLC in the aggregate principal amount of \$300,000 (which includes \$30,000 of Original Issue Discount). The Note contains guaranteed interest in the amount of \$30,000, with the Principal and Interest due and payable in 10 equal monthly payments in the amount of \$33,000 commencing on August 27, 2025 and continuing on the 27th day of each month thereafter until paid in full by not later than May 27, 2026. Coventry received 15,000,000 restricted shares of Common Stock as Commitment Shares.

GS Capital Partners

October 2023 Note - GS Capital Partners

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

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

As of June 30, 2025, this note has been converted in full for a \$0 balance at June 30, 2025.

October 2024 Note - GS Capital Partners

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

May 2025 Note - GS Capital Partners

On May 13, 2025, the Company issued a convertible promissory note to GS Capital in the aggregate principal amount of \$137,500 (which includes \$18,500 of Original Issue Discount and fees). The Note contains guaranteed interest in the amount of \$16,500. The Company is required to make Principal payments in four installments, each in the amount of \$31,250 commencing on the 180-day anniversary of the GS Note Issue Date, with the final payment of the remaining Principal and Interest due on the GS Note Maturity Date. The note is convertible into shares of common stock at \$0.02 per share, or \$0.01 per share if the Company's stock trades below \$0.02. GS Capital received 2,500,000 restricted shares of Common Stock as Commitment Shares.

ClearThink Capital Partners

May 2024 Note

On May 24, 2024, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of \$110,000 (which includes \$18,000 of Original Issue Discount). The note bears interest at 10% and matures on January 24, 2025. The note is convertible into shares of common stock at \$0.025 or \$0.0145 if the Company's common stock trades below \$0.02 for more than five consecutive days. As of June 30, 2025, this note has been converted in full for a \$0 balance at June 30, 2025.

October 2024 Note

On October 2, 2024, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of \$82,500 (which includes \$7,500 of Original Issue Discount). The note bears interest at 10% and matures on December 2, 2024. The note is convertible into shares of common stock upon default at \$0.01 per share. ClearThink received 5,000,000 restricted shares of Common Stock as Commitment Shares. As of June 30, 2025, this note has been converted in full for a \$0 balance at June 30, 2025.

May 2025 Note

On May 13, 2025, pursuant to that certain Securities Purchase Agreement between the Company and ClearThink, the Company issued a convertible promissory note to ClearThink in the aggregate principal amount of \$137,500 (included OID of \$12,500). The Note bears interest at 12%, with guaranteed interest of \$16,500, and matures on February 13, 2026. The note is convertible into shares of common stock at \$0.02 per share, to be adjusted as necessary per the terms of the Note. ClearThink received 2,500,000 restricted shares of Common Stock as Commitment Shares.

Trillium Partners LP

February 2024 Note Trillium Financing

On February 15, 2024, the Company entered into a Securities Purchase Agreement (the "Trillium Agreement") with Trillium Partners L.P. ("Trillium"), whereby the Company issued and sold to Trillium (i) a promissory note (the "Trillium Note") in the aggregate principal amount of \$580,000 (which includes \$87,500 of Original Issue Discount), convertible into Common Stock, upon default, upon the terms and subject to the limitations and conditions set forth in such Trillium Note, and (ii) 4,000,000 restricted shares of Common Stock (the "Commitment Shares"). The

Note matures on January 15, 2025 and a one-time interest charge of ten percent (10%) or \$58,000 shall be applied to the principal on the date of issuance. The Company has the right to prepay the Trillium Note in full at any time with no prepayment penalty. Accrued unpaid interest and outstanding principal, subject to adjustment, shall be paid in seven payments, each in the amount of \$91,142.86 (a total payback to the Holder of \$638,000).

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

This note is currently in default and has incurred a \$174,993 penalty that has been added to the principal. In addition, the interest rate has increased to 22% and the conversion rate changed to 70% of the lowest trade for the twenty days prior to conversion. Refer to Note 14 for a discussion of the current litigation with Trillium.

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

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

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

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

The following table summarizes the convertible notes outstanding as of June 30, 2025:

Note Holder	Date	Maturity Date	Interest	Default Interest	Balance	Additions	Repayments / Conversions	Balance
					December 31, 2024			June 30, 2025
Walleye Opportunities Fund	2/21/2023	12/1/2024	5%	15%	545,395	—	—	545,395

Walleye Opportunities Fund	4/10/2023	4/10/2024	5%	15%	1,875,000	—	—	1,875,000
Walleye Opportunities Fund	5/26/2023	5/26/2024	5%	15%	2,142,857	—	—	2,142,857
GS Capital Partners	10/26/2023	7/26/2024	12%	15%	25,000	—	(25,000)	—
Trillium Partners LP	2/22/2024	1/15/2025	10%	15%	463,215	—	—	463,215
Walleye Opportunities Fund	3/25/2024	12/1/2024	5%	20%	833,333	—	—	833,333
ClearThink Capital Partners	5/24/2024	1/24/2025	12%	15%	110,000	—	(110,000)	—
Coventry Enterprises, LLC	6/14/2024	5/15/2025	10%	15%	90,000	—	(90,000)	—
GS Capital Partners	10/2/2024	12/2/2024	10%	22%	82,500	—	—	82,500
ClearThink Capital Partners	10/2/2024	12/2/2024	10%	22%	82,500	—	(82,500)	—
ClearThink Capital Partners	5/13/2025	2/13/2025	12%	24%	—	137,500	—	137,500
GS Capital Partners	5/13/2025	2/13/2025	12%	24%	—	137,500	—	137,500
Coventry Enterprises, LLC	5/27/2025	5/27/2025	10%	22%	—	300,000	—	300,000
Total					<u>\$ 6,249,800</u>	<u>\$ 575,000</u>	<u>\$ (307,500)</u>	<u>\$6,517,300</u>
Less debt discount					<u>\$(205,675)</u>			<u>(253,561)</u>
Convertible notes payable, net					<u>\$ 6,044,125</u>			<u>\$6,263,739</u>

Total interest accrued on the above convertible notes was \$1,313,827 and \$801,979 as of June 30, 2025 and December 31, 2024, respectively.

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

Balance at December 31, 2023	\$ 598,306
Increase to derivative due to new issuances and/or modification of conversion terms	1,614,002

Decrease to derivative due to mark to market	(144,687)
Balance at December 31, 2024	2,067,621
Decrease to derivative due to conversions	(57,711)
Decrease to derivative due to mark to market	(446,598)
Balance at June 30, 2025	\$ 1,563,312

COMMERCIAL LOAN

**6 Months Ended
Jun. 30, 2025**

[Debt Disclosure \[Abstract\]](#) [COMMERCIAL LOAN](#)

NOTE 7 — COMMERCIAL LOAN

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

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

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

The credit extension of \$11,823,900 as of June 30, 2025, is presented on the balance sheet net of debt discount of \$135,361.

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

**REVENUE SHARE
PURCHASE
AGREEMENTS**

6 Months Ended

Jun. 30, 2025

**Revenue Share Purchase
Agreements**

**REVENUE SHARE
PURCHASE AGREEMENTS**

NOTE 8 — REVENUE SHARE PURCHASE AGREEMENTS

During the six months ended June 30, 2025, the Company entered into Revenue Purchase Agreements with five separate accredited investors. Pursuant to the terms of the agreements the Company has agreed to sell a continuing interest in the revenue it generates. The total purchase price under the five agreements is \$500,000, less \$10,000 in total for fees, which has been recorded as a debt discount, to be amortized over the term of the agreement. As an added inducement for entering into the Revenue Purchase Agreements, the Company issued a total of 2,500,000 shares of common stock to the investors as commitment shares. The fair value of the shares was determined using the closing stock price on the grant date and was allocated against the consideration received.

On May 29, 2025, the Company entered into an additional Revenue Agreement with Kingdom Building, Inc. (“KBI”). Pursuant to the Agreement, KBI agreed to purchase a continuing interest in the revenue generated by the Company and each of its subsidiaries from any and all sources in consideration of the purchase price of \$200,000. Pursuant to the Agreement, KBI has the right, but not the obligation, to convert all or any part of the then outstanding Repurchase Price, into shares of the Company’s Series D Preferred Stock, par value \$0.001 per share. As an added inducement for entering into the Revenue Purchase Agreements, the Company issued 200,000 shares of Series D Preferred stock as commitment shares. As of June 30, 2025, the Company was still finalizing updating its Articles of Incorporation to establish the Series D; therefore the 200,000 commitment shares are disclosed as preferred stock to be issued as of June 30, 2025.

**RELATED PARTY
TRANSACTIONS**

**6 Months Ended
Jun. 30, 2025**

Related Party Transactions

[Abstract]

**RELATED PARTY
TRANSACTIONS**

NOTE 9 — RELATED PARTY TRANSACTIONS

Daniel Bates, CEO

On February 21, 2021, the Company amended the employment agreement with Daniel Bates, CEO. The amendment extended the term of his agreement from three years commencing May 27, 2020, to expire on May 27, 2025. As of June 30, 2025, a new agreement has not been finalized. Until such time Mr. Bates will continue to serve as CEO under the same terms.

As of June 30, 2025 and December 31, 2024, the Company owed Mr. Bates \$239,000 and \$236,000, respectively, for accrued compensation.

Rachel Boulds, CFO

The Company entered into a consulting agreement with Rachel Boulds, effective as of May 1, 2021, to serve as part-time Chief Financial Officer for compensation of \$5,000 per month, which increased to \$7,500 in June 2023. As of June 30, 2025 and December 31, 2024, the Company owed Ms. Boulds \$0 and \$0, respectively, for accrued compensation.

Daniel Harris, Chief Revenue Officer

As of June 30, 2025 and December 31, 2024, the Company owed Mr. Harris \$37,500 and \$37,500 , respectively, for accrued compensation.

Michael Dorsey, Director

During the six months ended June 30, 2025 and 2024, the Company paid Mr. Dorsey, \$0 and \$9,000, respectively, for director fees. As of June 30, 2025 and December 31, 2024, the Company owed Mr. Dorsey, \$9,000 and \$0, respectively, for director fees.

Greg Boehmer, Director

During the six months ended June 30, 2025 and 2024, the Company paid Mr. Boehmer, \$0 and \$9,000, respectively, for director fees. As of June 30, 2025 and December 31, 2024, the Company owed Mr. Boehmer, \$9,000 and \$0, respectively, for director fees. In addition, the Company owes Mr. Boehmer \$18,000 and \$15,000, for consulting services as of June 30, 2025 and December 31, 2024, respectively.

Bart Fisher, Director

During the six months ended June 30, 2025 and 2024, the Company paid Mr. Fisher, \$0 and \$9,000, respectively, for director fees and owes \$9,000 as of June 30, 2025.

Green Invest Solutions Ltd.

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

Management of Clean-Seas Morocco

On occasion, management of Clean-Seas Morocco provides funds to the company for general operations. As of June 30, 2025 and December 31, 2024, \$867,283 and \$693,495 was due to management, respectively. There are no agreements, and no interest rates applied.

Note Payable

Pursuant to the Morocco Purchase Agreement, Clean-Seas paid an aggregate purchase price of \$6,500,000 for the Morocco Acquisition, of which (i) \$2,000,000 was paid on the Morocco Closing Date and (ii) the remaining \$4,500,000 is to be paid to Ecosynergie Group over a period of ten (10) months from the Morocco Closing Date. During the year ended December 31, 2024, the Company paid \$200,000 towards the balance due. During the six months ended June 30, 2025 the Company paid an additional \$35,000 towards the balance due, for a balance due as of June 30, 2025, of \$4,265,000.

On March 11, 2025, the Company issued a Promissory Note to Dan Bates, CEO, for \$100,000. The note bears interest at 8% and matures on March 11, 2026. Accrued interest as of June 30, 2025 is \$2,455.

On March 26, 2025, the Company issued a Promissory Note to Dan Bates, CEO, for \$250,000. The note bears interest at 8% and matures on March 26, 2026. Accrued interest as of June 30, 2025 is \$5,315.

Related Party Revenue

For the six months ended June 30, 2025, our operations in Morocco generated all of the revenue from a party under control of the management of Clean-Seas Morocco.

COMMON STOCK

**6 Months Ended
Jun. 30, 2025**

[Equity \[Abstract\]](#)
[COMMON STOCK](#)

NOTE 10 — COMMON STOCK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During the three months ended June 30, 2025, the Company issued a total of 17,000,000 shares of common stock to various service providers. The shares were valued at the closing stock price on the date of grant, for total non-cash expense of \$366,000.

On May 22, 2025, the Company issued 2,000,000 shares of common stock to GS Capital as a default penalty on a convertible note. The shares were valued at \$0.018, the closing stock price on the date of default, for total non-cash expense of \$36,000.

On May 22, 2025, the Company issued 2,000,000 shares of common stock to ClearThink Capital as a default penalty on a convertible note. The shares were valued at \$0.0095, the closing stock price on the date of default, for total non-cash expense of \$19,000.

During the three months ended June 30, 2025, ClearThink Capital converted \$147,500 and \$52,120 of principal and interest, respectively into 21,665,344 shares of common stock.

During the three months ended June 30, 2025, GS Capital converted \$26,741 and \$9,263 of principal and interest and fees, respectively into 3,900,752 shares of common stock.

On May 13, 2025, the Company issued 2,500,000 shares of common stock each to GS Capital and ClearThink for commitment shares pursuant to the terms of promissory notes that were issued on May 13, 2025.

During the three months ended June 30, 2025, the Company issued 2,500,000 shares of common stock for commitment shares pursuant to the terms of The Revenue Share Agreements (see Note 8).

PREFERRED STOCK

**6 Months Ended
Jun. 30, 2025**

[Equity \[Abstract\]](#)
[PREFERRED STOCK](#)

NOTE 11 — PREFERRED STOCK

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

Series A Redeemable Preferred Stock

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

Series B Preferred Stock

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

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

Series C Preferred Stock

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

Series D Preferred Stock

Pursuant to the KBI Agreement (Note 8), and in connection with the Company's obligation to deliver shares of Series D Preferred thereunder, on July 22, 2025, the Company filed with the Secretary of State of the State of Nevada, a Certificate of Designation of Series D Convertible Preferred Stock establishing the voting powers, designations, preferences, limitations, restrictions and relative rights of the Series D Convertible Preferred Shares (the "Series D COD"). The Series D COD authorizes 500,000 shares of Series D Preferred Stock, which shares are convertible into shares of Common Stock at a price of \$0.10 per share, meaning one share of Series D Preferred Stock converts into 10 shares of Common Stock, at the option of the holder thereof (the "Series D Conversion Price"). The Series D Conversion Price shall not be adjusted for stock splits, stock dividends, recapitalizations, or similar events. Additionally, the holder of Series D Preferred Stock shall not be entitled to convert any portion of its Series D Preferred Stock into shares of Common Stock to the extent that such conversion would result in the holder beneficially owning in excess of 4.99% of the then outstanding Common Stock.

**CLEAN SEAS WEST
VIRGINIA EQUITY**

**6 Months Ended
Jun. 30, 2025**

[Clean Seas West Virginia
Equity](#)

[CLEAN SEAS WEST
VIRGINIA EQUITY](#)

NOTE 12 – CLEAN SEAS WEST VIRGINIA EQUITY

Pursuant to the terms and provisions of that certain Purchase Agreement entered into effective as of June 3, 2025 between Clean-Seas West Virginia, Inc. (“Clean-Seas WV”) and an accredited investor, Clean-Seas WV issued and sold 68,028 shares of its common stock (the “WV Common Stock”) to the investor in exchange for an aggregate purchase price of \$100,001.16. Pursuant to the Purchase Agreement, the investor will also be issued 100,000 shares of the Company’s common stock (the “Parent Common Stock”) and also became a minority shareholder of Clean-Seas WV pursuant to that certain Shareholders’ Agreement of Clean-Seas West Virginia, Inc. (the “WV Shareholders Agreement”).

Pursuant to the terms and provisions of that certain Purchase Agreement entered into effective as of June 17, 2025 between Clean-Seas WV and an accredited investor, Clean-Seas WV issued and sold 34,014 shares of WV Common Stock to the investor in exchange for an aggregate purchase price of \$50,000.58. Pursuant to the Purchase Agreement, the investor will also be also issued 50,000 shares of Parent Common Stock and also became a minority shareholder of Clean-Seas WV pursuant to that certain WV Shareholders Agreement.

WARRANTS

**6 Months Ended
Jun. 30, 2025**

[Warrants](#)

[WARRANTS](#)

NOTE 13 — WARRANTS

A summary of the Company's outstanding warrants as of June 30, 2025 is as follows.

	Number of Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contract Term	Intrinsic Value
Outstanding, December 31, 2023	116,954,802	\$ 0.037	4.25	\$ 345,500
Issued	163,778,028	\$ 0.03	5	
Cancelled	—	\$ —	—	
Exercised	(2,181,818)	\$ —	—	
Outstanding, December 31, 2024	278,541,012	\$ 0.034	3.44	\$ —
Issued	—	\$ —	—	
Expired	(6,818,182)	\$ —	—	
Exercised	—	\$ —	—	
Outstanding, June 30, 2025	<u>271,722,830</u>	<u>\$ 0.022</u>	<u>2.32</u>	<u>\$ —</u>

COMMITMENTS AND CONTINGENCIES

**6 Months Ended
Jun. 30, 2025**

[Commitments and Contingencies Disclosure](#)

[\[Abstract\]](#)

[COMMITMENTS AND CONTINGENCIES](#)

NOTE 14 — COMMITMENTS AND CONTINGENCIES

Legal Proceedings

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

Trillium

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

Effective May 2, 2025, the United States District Court of Nevada filed an Order Dismissing the case. The Company reversed the potential settlement liability of \$145,967, recognizing the gain in Q1 2025. On July 31, 2025, the Company entered into a Settlement Agreement and Release Agreement with Trillium, whereby the Company established a reserve of 55,000,000 shares of common stock to be issued in eleven equal installments of 5,000,000 shares of common stock each to Trillium. The first 5,000,000 shares of common stock are to be issued on August 6, 2025, with each subsequent issuance of 5,000,000 shares on the 6th day of each month thereafter. The settlement agreement releases the Company from all amounts due to Trillium as of June 30, 2025.

Borders Consulting LLC

On July 21, 2025, Borders Consulting, LLC ("Borders Consulting") filed a complaint against the Company seeking \$200,000 in damages for an alleged business dispute. The litigation with Borders Consulting is currently ongoing.

OPERATING LEASES

**6 Months Ended
Jun. 30, 2025**

Operating Leases OPERATING LEASES

NOTE 15 – OPERATING LEASES

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

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

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

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

Asset	Balance Sheet Classification	June 30, 2025	December 31, 2024
Operating lease assets	Right of use assets	\$ 1,768,498	\$ 45,467
Total lease assets		\$ 1,768,498	\$ 45,467
Liability			
Operating lease liability – current portion	Current operating lease liability	\$ 220,391	\$ 11,814
Operating lease liability – noncurrent portion	Long-term operating lease liability	1,545,257	31,353
Total lease liability		\$ 1,749,648	\$ 43,167

Lease obligations at June 30, 2025 consisted of the following:

For the year ended December 31:

2025	\$ 107,040
2026	220,749
2027	227,842
2028	223,531
2029	232,472

Thereafter	1,356,952
Total payments	\$2,368,586
Amount representing interest	\$(618,938)
Lease obligation, net	1,749,648
Less current portion	(204,391)
Lease obligations – long term	<u>\$1,545,257</u>

Lease expense for the six months ended June 30, 2025 for the auto and property lease, was \$11,481 and \$80,041, respectively.

SEGMENT REPORTING

**6 Months Ended
Jun. 30, 2025**

[Segment Reporting](#)

[\[Abstract\]](#)

[SEGMENT REPORTING](#)

NOTE 16 - SEGMENT REPORTING

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

**DISCONTINUED
OPERATIONS**

**6 Months Ended
Jun. 30, 2025**

[Discontinued Operations
and Disposal Groups](#)

[\[Abstract\]](#)

[DISCONTINUED
OPERATIONS](#)

NOTE 17 — DISCONTINUED OPERATIONS

In accordance with the provisions of ASC 205-20, *Presentation of Financial Statements*, we have separately reported the liabilities of the discontinued operations in the consolidated balance sheets. The liabilities have been reflected as discontinued operations in the consolidated balance sheets as of June 30, 2025 and December 31, 2024 , and consist of the following:

	June 30, 2025	December 31, 2024
Current Liabilities of Discontinued Operations:		
Accounts payable	\$ 49,159	\$ 49,159
Accrued expenses	6,923	6,923
Loans payable	11,011	11,011
Total Current Liabilities of Discontinued Operations:	<u>\$ 67,093</u>	<u>\$ 67,093</u>

SUBSEQUENT EVENTS

**6 Months Ended
Jun. 30, 2025**

[Subsequent Events](#)

[\[Abstract\]](#)

[SUBSEQUENT EVENTS](#)

NOTE 18 — SUBSEQUENT EVENTS

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

On July 1, 2025, the Company issued a convertible promissory note to Labrys Fund, LP in the aggregate principal amount of \$238,000 (which includes \$25,500 of Original Issue Discount). The note incurs a one tie interest charge of 10% or \$23,800 and matures on July 1, 2026.

On July 17, 2025, the Company issued a convertible promissory note to CFI Capital LLC in the aggregate principal amount of \$150,000 (which includes \$15,000 of Original Issue Discount). The note bears interest at 6% and matures on July 17, 2026.

On July 22, 2025, the Company filed its Amended Article of Incorporation establishing the Series D preferred stock. It then issued the 200,000 shares that were due to KBI as of June 30, 2025.

On July 30, 2025, GS Capital converted \$41,250 and \$6,643 of principal and interest, respectively, into 4,789,294 shares of common stock.

The Company entered into a Settlement Agreement and Release agreement with Trillium Partners, LP, dated July 31, 2025. Per the terms of the agreement the Company establish a reserve of 55,000,000 shares of common stock to be issued in eleven equal installments of 5,000,000 shares of common each to Trillium. The first 5,000,000 shares of common stock are to be issued on August 6, 2025 with each subsequent issuance of 5,000,000 shares on the 6th day of each month thereafter. The settlement agreement releases the Company from all amounts due to Trillium as of June 30, 2025.

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES
(Policies)**

6 Months Ended

Jun. 30, 2025

[Accounting Policies](#)

[\[Abstract\]](#)

[Basis of Presentation](#)

[Basis of Presentation](#)

The Company's unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"), and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") and reflect all adjustments, consisting of normal recurring adjustments, which management believes are necessary to fairly present the financial position, results of operations and cash flows of the Company as of and for the six month period ending June 30, 2025 and not necessarily indicative of the results to be expected for the full year ending December 31, 2025. These unaudited consolidated financial statements should be read in conjunction with the financial statements and related notes included in the Company's financial statements for the year ended December 31, 2024.

[Use of Estimates](#)

[Use of Estimates](#)

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

[Concentrations of Credit Risk](#) *[Concentrations of Credit Risk](#)*

We maintain our cash in bank deposit accounts, the balances of which at times may exceed federally insured limits. We continually monitor our banking relationships and consequently have not experienced any losses in our accounts. At times, such deposits may be in excess of the Federal Deposit Insurance Corporation insurable amount ("FDIC"). As of June 30, 2025, the Company had cash in excess of the FDIC's \$250,000 coverage limit of \$3,264,510, in total for several accounts at one bank, in excess of the FDIC's coverage limit.

[Cash Equivalents](#)

[Cash Equivalents](#)

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. There were no cash equivalents for the periods ended June 30, 2025 and December 31, 2024.

[Restricted Cash](#)

[Restricted Cash](#)

As of June 30, 2025 and December 31, 2024, the Company has \$692,662 and \$416,597, respectively, of restricted cash. The restricted cash is for UPS Industrial Services to ensure that there is three months in advance of construction capital available.

Principles of Consolidation

Principles of Consolidation

The accompanying unaudited consolidated financial statements for the period ended June 30, 2025, include the accounts of the Company and its wholly owned subsidiaries, Clean-Seas, Clean-Seas India Private Limited, Clean-Seas Group, Endless Energy, Inc., EcoCell, Inc., Clean-Seas Arizona, Inc., Clean-Seas West Virginia, Clean Seas Partners UK Limited and our 51% owned subsidiary, Clean-Seas Morocco, LLC. As of June 30, 2025, there was no activity in Clean-Seas Group, Endless Energy or Clean-Seas Arizona. All intercompany transactions are eliminated in consolidation.

Translation Adjustment

Translation Adjustment

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

Comprehensive Income

Comprehensive Income

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

Basic and Diluted Earnings Per Share

Basic and Diluted Earnings Per Share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. The weighted average number of common shares outstanding and potentially outstanding common shares assumes that the Company incorporated as of the beginning of the first period presented. As of June 30, 2025 and 2024, the Company's diluted loss per share is the same as the basic loss per share, as the inclusion of any potential shares would have had an anti-dilutive effect due to the Company generating a loss.

	Three Months Ended June 30, 2025	Three Months Ended June 30, 2024	Six Months Ended June 30, 2025	Six Months Ended June 30, 2024
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664

Net loss attributed to Clean Vision Corporation	\$ (417,359)	\$ (1,824,497)	\$ (3,651,040)	\$ (3,985,529)
Basic and diluted loss per share	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.01)
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664
Shares from convertible debt	394,610,182	394,610,182	2,203,313,000	2,203,313,000
Shares from warrants	271,722,830	271,722,830	271,722,830	271,722,830
Series B preferred stock	—	—	—	—
Series C preferred stock	20,000,000	20,000,000	20,000,000	20,000,000
Series D preferred stock	2,000,000	—	2,000,000	—
Total Diluted Shares	1,696,344,229	1,387,583,964	3,449,854,099	3,190,948,494

Stock-Based Compensation

Stock-Based Compensation

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

Goodwill

Goodwill

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

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

Derivative Financial Instruments

Derivative Financial Instruments

The Company evaluates its convertible notes to determine if such instruments have derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. For stock-based derivative financial instruments, the Company uses a

weighted-average Black-Scholes-Merton option pricing model to value the derivative instruments at inception and on subsequent valuation dates. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period.

Fair Value of Financial Instruments

Fair Value of Financial Instruments

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

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

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

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

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

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

June 30, 2025

Description	Level 1	Level 2	Level 3
Derivative	\$ —	\$ —	\$ 1,563,312
Total	\$ —	\$ —	\$ 1,563,312

December 31, 2024

Description	Level 1	Level 2	Level 3
Derivative	\$ —	\$ —	\$ 2,067,621

Total	\$ —	\$ —	\$ 2,067,621
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Revenue Recognition

Revenue Recognition

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

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

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

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

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

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

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

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

For the six months ended June 30, 2025, our operations in Morocco had generated approximately \$63,000 in revenue from the sale of commodities (the provision of pyrolysis services and its sale of byproducts). As of June 30, 2025, we did not generate revenue from any other sources.

For the six months ended June 30, 2024, our operations in Morocco had generated approximately \$72,000 in revenue. During the period, 93% of revenue was from one party. As of June 30, 2024, we did not generate revenue from any other sources.

Trade Accounts Receivable

Trade Accounts Receivable

Trade accounts receivable are amounts due from customers under normal trade terms. After assessing the creditworthiness of our customers and considering our historical experience, anticipated future operations, and prevailing economic conditions, we have determined that the application of the current expected credit loss (CECL) methodology would be immaterial to our financial statements. Consequently, no allowance for credit losses has been recorded as of June 30, 2025. The absence of a recorded allowance for credit losses reflects our judgment that potential credit losses on outstanding receivables are negligible. As of June 30, 2025, approximately 43.3%, 25.9% and 18.7% of accounts receivable are due from three customers, respectively. As of December 31, 2024, approximately 51.8% of accounts receivable is due from one customer.

Inventory

Inventory

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

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

Leases

Leases

The Company determines whether an arrangement contains a lease at the inception of the arrangement. If a lease is determined to exist, the term of such lease is assessed based on the date on which the underlying asset is made available for the Company's use by the lessor. The Company's assessment of the lease term reflects the non-cancelable term of the lease, inclusive of any rent-free periods and/or periods covered by early-termination options which the Company is reasonably certain of not exercising, as well as periods covered by renewal options which the

Company is reasonably certain of exercising. The Company also determines lease classification as either operating or finance at lease commencement, which governs the pattern of expense recognition and the presentation reflected in the consolidated statements of operations over the lease term.

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

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

Operating Segments

Operating Segments

In accordance with ASC 280, management has determined that the Company operates as a single operating segment. Discrete financial information is only evaluated at the consolidated level, and the Chief Operating Decision Maker ("CODM") reviews and assesses financial performance on a consolidated basis. No discrete financial information is prepared or evaluated at a subsidiary or component level for purposes of allocating resources or assessing performance.

Recently Issued Accounting Pronouncements

Recently Issued Accounting Pronouncements

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

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

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES
(Tables)**

6 Months Ended

Jun. 30, 2025

[Accounting Policies](#)

[\[Abstract\]](#)

[Schedule of basic and diluted
earnings per share](#)

	Three Months Ended June 30, 2025	Three Months Ended June 30, 2024	Six Months Ended June 30, 2025	Six Months Ended June 30, 2024
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664
Net loss attributed to Clean Vision Corporation	\$ (417,359)	\$ (1,824,497)	\$ (3,651,040)	\$ (3,985,529)
Basic and diluted loss per share	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.01)
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664
Shares from convertible debt	394,610,182	394,610,182	2,203,313,000	2,203,313,000
Shares from warrants	271,722,830	271,722,830	271,722,830	271,722,830
Series B preferred stock	—	—	—	—
Series C preferred stock	20,000,000	20,000,000	20,000,000	20,000,000
Series D preferred stock	2,000,000	—	2,000,000	—
Total Diluted Shares	1,696,344,229	1,387,583,964	3,449,854,099	3,190,948,494

[Schedule of liabilities
measured fair value on
recurring basis](#)

Description	Level 1	Level 2	Level 3
Derivative	\$ —	\$ —	\$ 1,563,312
Total	\$ —	\$ —	\$ 1,563,312

December 31, 2024

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

**PROPERTY &
EQUIPMENT (Tables)**

**6 Months Ended
Jun. 30, 2025**

Property, Plant and Equipment [Abstract]

Schedule of property and equipment stated at cost

	June 30, 2025	December 31, 2024
Pyrolysis unit	\$ 151,672	\$ 151,672
Equipment	2,961,615	596,631
Buildings and fixtures	555,713	496,382
Land	3,917,477	3,865,315
Office furniture	1,818	1,484
Leasehold improvements	255,460	—
Less: accumulated depreciation	(508,934)	(316,838)
Property and equipment, net	<u>\$7,334,821</u>	<u>\$4,794,646</u>

**CONVERTIBLE NOTES
PAYABLE (Tables)**

**6 Months Ended
Jun. 30, 2025**

[Debt Disclosure \[Abstract\]](#)
[Schedule of convertible notes
outstanding](#)

Note Holder	Date	Maturity Date	Interest	Default Interest	Balance December 31, 2024	Additions	Repayments / Conversions	Balance June 30, 2025
Walleye Opportunities Fund	2/21/ 2023	12/1/ 2024	5%	15%	545,395	—	—	545,395
Walleye Opportunities Fund	4/10/ 2023	4/10/ 2024	5%	15%	1,875,000	—	—	1,875,000
Walleye Opportunities Fund	5/26/ 2023	5/26/ 2024	5%	15%	2,142,857	—	—	2,142,857
GS Capital Partners	10/ 26/ 2023	7/26/ 2024	12%	15%	25,000	—	(25,000)	—
Trillium Partners LP	2/22/ 2024	1/15/ 2025	10%	15%	463,215	—	—	463,215
Walleye Opportunities Fund	3/25/ 2024	12/1/ 2024	5%	20%	833,333	—	—	833,333
ClearThink Capital Partners	5/24/ 2024	1/24/ 2025	12%	15%	110,000	—	(110,000)	—
Coventry Enterprises, LLC	6/14/ 2024	5/15/ 2025	10%	15%	90,000	—	(90,000)	—
GS Capital Partners	10/2/ 2024	12/2/ 2024	10%	22%	82,500	—	—	82,500
ClearThink Capital Partners	10/2/ 2024	12/2/ 2024	10%	22%	82,500	—	(82,500)	—
ClearThink Capital Partners	5/13/ 2025	2/13/ 2025	12%	24%	—	137,500	—	137,500
GS Capital Partners	5/13/ 2025	2/13/ 2025	12%	24%	—	137,500	—	137,500
Coventry Enterprises, LLC	5/27/ 2025	5/27/ 2025	10%	22%	—	300,000	—	300,000
Total					<u>\$ 6,249,800</u>	<u>\$ 575,000</u>	<u>\$ (307,500)</u>	<u>\$6,517,300</u>
Less debt discount					<u>\$(205,675)</u>			<u>(253,561)</u>

[Schedule of activity of
derivative liability](#)

Convertible notes payable, net	<u>\$ 6,044,125</u>	<u>\$6,263,739</u>
Balance at December 31, 2023	\$	598,306
Increase to derivative due to new issuances and/or modification of conversion terms		1,614,002
Decrease to derivative due to mark to market		(144,687)
Balance at December 31, 2024		2,067,621
Decrease to derivative due to conversions		(57,711)
Decrease to derivative due to mark to market		(446,598)
Balance at June 30, 2025	\$	<u>1,563,312</u>

WARRANTS (Tables)

6 Months Ended
Jun. 30, 2025

Warrants

Schedule of warrants

	Number of Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contract Term	Intrinsic Value
Outstanding, December 31, 2023	116,954,802	\$ 0.037	4.25	\$ 345,500
Issued	163,778,028	\$ 0.03	5	
Cancelled	—	\$ —	—	
Exercised	(2,181,818)	\$ —	—	
Outstanding, December 31, 2024	278,541,012	\$ 0.034	3.44	\$ —
Issued	—	\$ —	—	
Expired	(6,818,182)	\$ —	—	
Exercised	—	\$ —	—	
Outstanding, June 30, 2025	271,722,830	\$ 0.022	2.32	\$ —

OPERATING LEASES
(Tables)

6 Months Ended
Jun. 30, 2025

[Operating Leases](#)

[Schedule of assets and operating lease liabilities](#)

Asset	Balance Sheet Classification	June 30, 2025	December 31, 2024
Operating lease assets	Right of use assets	\$ 1,768,498	\$ 45,467
Total lease assets		\$ 1,768,498	\$ 45,467
Liability			
Operating lease liability – current portion	Current operating lease liability	\$ 2204,391	\$ 11,814
Operating lease liability – noncurrent portion	Long-term operating lease liability	1,545,257	31,353
Total lease liability		\$ 1,749,648	\$ 43,167

[Schedule of lease obligations](#)

For the year ended December 31:

2025	\$ 107,040
2026	220,749
2027	227,842
2028	223,531
2029	232,472
Thereafter	1,356,952
Total payments	\$2,368,586
Amount representing interest	\$(618,938)
Lease obligation, net	1,749,648
Less current portion	(204,391)
Lease obligations – long term	\$1,545,257

**DISCONTINUED
OPERATIONS (Tables)**

[Discontinued Operations and Disposal Groups](#)

[\[Abstract\]](#)

[Schedule of discontinued operations](#)

**6 Months Ended
Jun. 30, 2025**

	June 30, 2025	December 31, 2024
Current Liabilities of Discontinued Operations:		
Accounts payable	\$ 49,159	\$ 49,159
Accrued expenses	6,923	6,923
Loans payable	11,011	11,011
Total Current Liabilities of Discontinued Operations:	<u>\$ 67,093</u>	<u>\$ 67,093</u>

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES
(Details) - USD (\$)**

	3 Months Ended		6 Months Ended	
	Jun. 30, 2025	Jun. 30, 2024	Jun. 30, 2025	Jun. 30, 2024
Accounting Policies [Abstract]				
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664
Net loss attributed to Clean Vision Corporation	\$ 417,359	\$ 1,824,497	\$ 3,651,040	\$ (3,985,529)
Basic loss per share	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.01)
Diluted loss per share	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.01)
Weighted Average Common shares	1,007,011,217	70,125,952	952,818,269	695,912,664
Shares from convertible debt	\$ 394,610,182	\$ 394,610,182	\$ 2,203,313,000	\$ 2,203,313,000
Shares from warrants	271,722,830	271,722,830	271,722,830	271,722,830
Series B preferred stock				
Series C preferred stock	20,000,000	20,000,000	20,000,000	20,000,000
Series D preferred stock	2,000,000		2,000,000	
Total Diluted Shares	\$ 1,696,344,229	\$ 1,387,583,964	\$ 3,449,854,099	\$ 3,190,948,494

**SUMMARY OF
SIGNIFICANT
ACCOUNTING POLICIES
(Details 1) - USD (\$)**

Jun. 30, 2025 Dec. 31, 2024

Debt Securities, Held-to-Maturity, Allowance for Credit Loss [Line Items]

Derivative Liability, Current \$ 1,563,312 \$ 2,067,621

Fair Value, Inputs, Level 1 [Member]

Debt Securities, Held-to-Maturity, Allowance for Credit Loss [Line Items]

Derivative Liability, Current

Fair Value, Inputs, Level 2 [Member]

Debt Securities, Held-to-Maturity, Allowance for Credit Loss [Line Items]

Derivative Liability, Current

Fair Value, Inputs, Level 3 [Member]

Debt Securities, Held-to-Maturity, Allowance for Credit Loss [Line Items]

Derivative Liability, Current 1,563,312 2,067,621

Derivative [Member] | Fair Value, Inputs, Level 1 [Member]

Debt Securities, Held-to-Maturity, Allowance for Credit Loss [Line Items]

Derivative Liability, Current

Derivative [Member] | Fair Value, Inputs, Level 2 [Member]

Debt Securities, Held-to-Maturity, Allowance for Credit Loss [Line Items]

Derivative Liability, Current

Derivative [Member] | Fair Value, Inputs, Level 3 [Member]

Debt Securities, Held-to-Maturity, Allowance for Credit Loss [Line Items]

Derivative Liability, Current \$ 1,563,312 \$ 2,067,621

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Details Narrative) - USD (\$)	3 Months Ended		6 Months Ended		12 Months Ended
	Jun. 30, 2025	Jun. 30, 2024	Jun. 30, 2025	Jun. 30, 2024	Dec. 31, 2024
Product Information [Line Items]					
Cash, FDIC insured amount	\$ 250,000		\$ 250,000		
Cash, FDIC coverage limit in bank accounts			3,264,510		
Cash equivalents	0		0		\$ 0
Restricted cash	692,662		692,662		\$ 416,597
Revenue	52,612	\$ 23,455	63,137	\$ 73,147	
Plastic Bottles [Member]					
Product Information [Line Items]					
Inventory, Net	\$ 0		\$ 0		
Revenue from Contract with Customer Benchmark [Member] 					
Customer Concentration Risk [Member] One Parties [Member]					
Product Information [Line Items]					
Concentration risk, percentage				93.00%	
Accounts Receivable [Member] Customer Concentration Risk					
[Member] One Customer [Member]					
Product Information [Line Items]					
Concentration risk, percentage			43.30%		51.80%
Accounts Receivable [Member] Customer Concentration Risk					
[Member] Secound Customer [Member]					
Product Information [Line Items]					
Concentration risk, percentage			25.90%		
Accounts Receivable [Member] Customer Concentration Risk					
[Member] Third Customer [Member]					
Product Information [Line Items]					
Concentration risk, percentage			18.70%		
MOROCCO					
Product Information [Line Items]					
Revenue			\$ 63,000	\$ 72,000	

GOING CONCERN (Details Narrative) - USD (\$)	3 Months Ended		6 Months Ended	
	Jun. 30, 2025	Jun. 30, 2024	Jun. 30, 2025	Jun. 30, 2024
Organization, Consolidation and Presentation of Financial Statements [Abstract]				
Accumulated deficit	\$ 52,486,135		\$ 52,486,135	
Net loss	\$ 473,305	\$ 1,905,368	\$ 3,768,122	\$ 4,106,328

Jun. 30, 2025 Dec. 31, 2024

<u>Less: accumulated depreciation</u>	\$ (508,934)	\$ (316,838)
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Property and equipment, net	7,334,821	4,794,646
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Pyrolysis Unit [Member]

Property, Plant and Equipment [Line Items]

Leasehold improvements	151,672	151,672
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Equipment [Member]

Property, Plant and Equipment [Line Items]

Leasehold improvements	2,961,615	596,631
------------------------	-----------	---------

Building And Fixtures [Member]

Property, Plant and Equipment [Line Items]

Leasehold improvements	555,713	496,382
------------------------	---------	---------

Land and Land Improvements [Member]

Property, Plant and Equipment [Line Items]

Leasehold improvements	3,917,477	3,865,315
------------------------	-----------	-----------

Furniture and Fixtures [Member]

Property, Plant and Equipment [Line Items]

Leasehold improvements	1,818	1,484
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Leasehold Improvements [Member]

Property, Plant and Equipment [Line Items]

Leasehold improvements	\$ 255,460
------------------------	------------

**PROPERTY &
EQUIPMENT (Details
Narrative) - USD (\$)**

**6 Months Ended
Jun. 30, 2025 Jun. 30, 2024**

Property, Plant and Equipment [Line Items]

Depreciation expense

\$ 98,273 \$ 95,447

Minimum [Member]

Property, Plant and Equipment [Line Items]

Estimated useful lives

3 years

Maximum [Member]

Property, Plant and Equipment [Line Items]

Estimated useful lives

10 years

Depreciation Method, Straight-Line [Member]

Property, Plant and Equipment [Line Items]

Depreciation expense

\$ 5,000

Depreciation Method, Straight-Line [Member] | Minimum [Member]

Property, Plant and Equipment [Line Items]

Estimated useful lives

5 years

Depreciation Method, Straight-Line [Member] | Maximum [Member]

Property, Plant and Equipment [Line Items]

Estimated useful lives

10 years

LOANS PAYABLE (Details Narrative) - USD (\$)	6 Months Ended		
	Jun. 12, 2023	Jun. 30, 2025	Dec. 31, 2024
Financing loan		\$ 888,444	\$ 784,600
Bears interest rate		9.30%	
Monthly payments		\$ 4,255	
Due within year		1 year	
Balance due		\$ 21,160	
Amortization of Lease Incentives	\$ 12,000,000		
Cash to establish value	\$ 1,750,000		
Loan balance		1,750,000	\$ 1,750,000
Director [Member]			
Financing loan		\$ 40,800	

CONVERTIBLE NOTES PAYABLE (Details) - USD (\$)	6 Months Ended	
	Jun. 30, 2025	Dec. 31, 2024
<u>Balance</u>	\$ 6,517,300	\$ 6,249,800
<u>Repayments / Conversions</u>	(307,500)	
<u>Additions</u>	575,000	
<u>Less debt discount</u>	(253,561)	(205,675)
<u>Convertible notes payable, net</u>	\$ 6,263,739	6,044,125
<u>Walleye Opportunities Fund [Member]</u>		
<u>Date</u>	2/21/2023	
<u>Maturity Date</u>	12/1/2024	
<u>Interest</u>	5.00%	
<u>Default interest</u>	15.00%	
<u>Balance</u>	\$ 545,395	545,395
<u>Walleye Opportunities Fund 1 [Member]</u>		
<u>Date</u>	4/10/2023	
<u>Maturity Date</u>	4/10/2024	
<u>Interest</u>	5.00%	
<u>Default interest</u>	15.00%	
<u>Balance</u>	\$ 1,875,000	1,875,000
<u>Walleye Opportunities Fund 2 [Member]</u>		
<u>Date</u>	5/26/2023	
<u>Maturity Date</u>	5/26/2024	
<u>Interest</u>	5.00%	
<u>Default interest</u>	15.00%	
<u>Balance</u>	\$ 2,142,857	2,142,857
<u>GS Capital Partners [Member]</u>		
<u>Date</u>	10/26/2023	
<u>Maturity Date</u>	7/26/2024	
<u>Interest</u>	12.00%	
<u>Default interest</u>	15.00%	
<u>Balance</u>		25,000
<u>Repayments / Conversions</u>	\$ (25,000)	
<u>Trillium Partners LP [Member]</u>		
<u>Date</u>	2/22/2024	
<u>Maturity Date</u>	1/15/2025	
<u>Interest</u>	10.00%	
<u>Default interest</u>	15.00%	
<u>Balance</u>	\$ 463,215	463,215
<u>Walleye Opportunities Fund 3 [Member]</u>		
<u>Date</u>	3/25/2024	
<u>Maturity Date</u>	12/1/2024	
<u>Interest</u>	5.00%	

Default interest	20.00%	
Balance	\$ 833,333	833,333
Clearthink Capital Partners [Member]		
Date	5/24/2024	
Maturity Date	1/24/2025	
Interest	12.00%	
Default interest	15.00%	
Balance		110,000
Repayments / Conversions	(110,000)	
Additions		
Coventry Enterprises, LLC [Member]		
Date	6/14/2024	
Maturity Date	5/15/2025	
Interest	10.00%	
Default interest	15.00%	
Balance		90,000
Repayments / Conversions	\$ (90,000)	
GS Capital Partners One [Member]		
Date	10/2/2024	
Maturity Date	12/2/2024	
Interest	10.00%	
Default interest	22.00%	
Balance	\$ 82,500	82,500
Clearthink Capital Partners 1 [Member]		
Date	10/2/2024	
Maturity Date	12/2/2024	
Interest	10.00%	
Default interest	22.00%	
Balance		\$ 82,500
Repayments / Conversions	\$ (82,500)	
Clearthink Capital Partners 2 [Member]		
Date	5/13/2025	
Maturity Date	2/13/2025	
Interest	12.00%	
Default interest	24.00%	
Balance	\$ 137,500	
Additions	\$ 137,500	
G S Capital Partners 1 [Member]		
Date	5/13/2025	
Maturity Date	2/13/2025	
Interest	12.00%	
Default interest	24.00%	
Balance	\$ 137,500	
Additions	\$ 137,500	

Coventry Enterprises L L C 1 [Member]

<u>Date</u>	5/27/2025
<u>Maturity Date</u>	5/27/2025
<u>Interest</u>	10.00%
<u>Default interest</u>	22.00%
<u>Balance</u>	\$ 300,000
<u>Additions</u>	\$ 300,000

**CONVERTIBLE NOTES
PAYABLE (Details 1) - USD
(\$)**

	6 Months Ended Jun. 30, 2025	12 Months Ended Dec. 31, 2024
<u>Debt Disclosure [Abstract]</u>		
<u>Beginning balance</u>	\$ 2,067,621	\$ 598,306
<u>Increase to derivative due to new issuances and/or modification of conversion terms</u>		1,614,002
<u>Decrease to derivative due to mark to market</u>	(446,598)	(144,687)
<u>Decrease to derivative due to conversions</u>	(57,711)	
<u>Ending balance</u>	\$ 1,563,312	\$ 2,067,621

Convertible Notes										1 Months Ended		6 Months Ended	12 Months Ended																
PAYABLE (Details Narrative) - USD (\$)										May 27, 2025	May 13, 2025	Oct. 02, 2024	May 24, 2024	Feb. 15, 2024	May 26, 2023	May 25, 2023	Apr. 10, 2023	Feb. 21, 2023	May 31, 2024	May 31, 2023	Jun. 30, 2025	Dec. 31, 2024	May 29, 2025	Jun. 14, 2024	Mar. 25, 2024	Oct. 26, 2023	Oct. 02, 2023	Mar. 25, 2023	Feb. 25, 2023
Debt Instrument [Line Items] Debt, description										As consideration for additional funding, in May of 2023, the number of warrants related to the February 2023 note increased from 29,424,850 to 49,164,524 and the number of warrants related to the April 2023 note were increased from 17,660,911 to 29,498,714.																			
Shares issued Convertible debt Total accrued interest on convertible notes Clear Think Capital LLC [Member] May 2024 Note [Member] Debt Instrument [Line Items] Principal amount Interest rate Conversion, description										2,500,000 \$ 0 1,313,827 \$ 801,979																			
Original issue discount Convertible debt Clear Think Capital LLC [Member] October 2024 Note [Member] Debt Instrument [Line Items] Principal amount Interest rate Conversion, description										0																			
Original issue discount Convertible debt Maturity date Guaranteed interest February Purchase Agreement [Member] Walleye Opportunities Master Fund Ltd [Member]										\$ 0																			

Debt Instrument [Line Items]		
Principal amount		\$ 4,000,000
February Purchase Agreement [Member] Walleye Opportunities Master Fund Ltd [Member] February Note [Member]		
Debt Instrument [Line Items]		
Principal amount		\$ 2,500,000
Warrant to purchase share		29,434,850
Interest rate		5.00%
Original issue discount		2.00%
Conversion price		\$ 0.0389
Conversion, description		The amendment changes the conversion price to \$0.03 and extends the maturity date to December 1, 2024.
Penalty amount		\$ 109,079
Increased interest rate		15.00%
February Purchase Agreement [Member] Walleye Opportunities Master Fund Ltd [Member] April Note [Member]		
Debt Instrument [Line Items]		
Principal amount		\$ 1,500,000
Warrant to purchase share		17,660,911
Interest rate		5.00%
Original issue discount		2.00%
Conversion price		\$ 0.03
Penalty amount		\$ 375,000
Increased interest rate		15.00%
May Purchase Agreement [Member] Walleye Opportunities Master Fund Ltd [Member] April Note [Member]		
Debt Instrument [Line Items]		
Number of warrant increased		29,498,714
May Purchase Agreement [Member] Walleye Opportunities Master Fund Ltd [Member] May Note [Member]		
Debt Instrument [Line Items]		
Principal amount		\$ 1,714,285
Warrant to purchase share		44,069,041
Interest rate		5.00%
Original issue discount		30.00%
Conversion price		\$ 0.0389
Penalty amount		\$ 428,571
Increased interest rate		15.00%
May Purchase Agreement [Member] Coventry Enterprises, LLC [Member] May Note [Member]		
Debt Instrument [Line Items]		
Principal amount	\$ 300,000	
Original issue discount	30,000	16,500
Each note amount	30,000	
Total principal payments	\$ 33,000	
Principal payments in installments		\$ 31,250
May Purchase Agreement [Member] Coventry Enterprises, LLC [Member] May Note [Member] First Note Commitments Shares [Member]		
Debt Instrument [Line Items]		
Shares issued	15,000,000	2,500,000
May Purchase Agreement [Member] GS Capital Partners [Member] May Note [Member]		
Debt Instrument [Line Items]		
Principal amount	\$ 137,500	
Each note amount	\$ 18,500	
Share price	\$ 0.02	
Stock trades per share	\$ 0.02	

May Purchase Agreement [Member] GS Capital Partners [Member] May Note [Member] First Note Commitments Shares [Member]					
Debt Instrument [Line Items]					
Shares issued	2,500,000				
March Purchase Agreement [Member] Walleye Opportunities Master Fund Ltd [Member] March Note [Member]					
Debt Instrument [Line Items]					
Principal amount			\$	666,666	
Warrant to purchase share					22,222,220
Interest rate					5.00%
Conversion price					\$ 0.03
Penalty amount					\$
					166,667
Increased interest rate	20.00%				
Exercise price					\$ 0.03
August Purchase Agreement [Member] Coventry Enterprises, LLC [Member] June 2024 Note [Member]					
Debt Instrument [Line Items]					
Principal amount			\$		
Interest rate				100,000	
Original issue discount				10.00%	
				\$	
				10,000	
October Purchase Agreement [Member] GS Capital Partners [Member] October Note [Member]					
Debt Instrument [Line Items]					
Principal amount				\$ 660,000	
Original issue discount				30,000	
Each note amount				330,000	
Purchase price				\$ 300,000	
Share price				\$ 0.001	
October Purchase Agreement [Member] GS Capital Partners [Member] October Note [Member] First Note Commitments Shares [Member]					
Debt Instrument [Line Items]					
Shares issued					800,000
October Purchase Agreement [Member] GS Capital Partners [Member] October Note [Member] Returnable Shares [Member]					
Debt Instrument [Line Items]					
Shares issued					7,500,000
October Purchase Agreement [Member] GS Capital Partners [Member] October Note 2024 [Member]					
Debt Instrument [Line Items]					
Interest rate	10.00%				
Conversion price	\$ 0.01				
Original issue discount					\$
					7,500
Maturity date	Dec. 02, 2024				
Trillium Agreement [Member] Trillium Partners LP [Member] Trillium Note [Member]					
Debt Instrument [Line Items]					
Principal amount		\$ 580,000			
Original issue discount		87,500			
Total principal payments		\$ 638,000			
Maturity date		Jan. 15, 2025			
Interest rate, description		one-time interest charge of ten percent (10%) or \$58,000 shall be applied to the principal on the date of issuance.			

[Amount paid in seven
payments](#)
[Penalty](#)

The
Company
has the
right to
prepay the
Trillium
Note in full
at any time
with no
prepayment
penalty.
\$ 91,142
174,993

COMMERCIAL LOAN (Details Narrative) - Credit Agreement [Member] - Clean-Seas WV [Member] - Lender [Member] - USD (\$)		6 Months Ended Jun. 30, 2025	12 Months Ended Dec. 31, 2024
Nov. 13, 2024			
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]			
Term loan amount	\$ 15,000,000		
Term loan, description	(i) the initial Credit Extension in the amount of \$5,000,000 on the Closing Date; and (ii) the second Credit Extension in the amount of \$10,000,000 upon the satisfaction or waiver of the conditions set forth in Section 4.2 of the Credit Agreement, including, but not limited to, the delivery to the Lender of an executed performance and payment bond issued by a surety company listed on the Federal Treasury List that is rated A or higher by A.M. Best in an amount equal to \$15,000,000 naming the Lender as beneficiary.		
Term loan fee	\$ 75,000		
Term loan maturity date	Feb. 01, 2027		
Term loan interest percentage	3.75%		
Initial credit extension		\$ 11,823,900	\$ 5,000,000
Net of debt discount		\$ 135,361	\$ 260,311

REVENUE SHARE PURCHASE AGREEMENTS (Details Narrative) - USD (\$)	6 Months Ended			
	May 29, 2025	Jun. 30, 2025	Jul. 22, 2025	Dec. 31, 2024
Proceeds from previous acquisition	\$ 200,000	\$ 500,000		
Debt discount total for fees		\$ 10,000		
Shares issued	200,000	2,500,000		
Preferred stock, par value		\$ 0.001		\$ 0.001
Series D Preferred Stock [Member]				
Shares issued		200,000		
Preferred stock, par value	\$ 0.001	\$ 0.001	\$ 0.10	\$ 0.001

RELATED PARTY TRANSACTIONS (Details Narrative) - USD (\$)	3 Months Ended		6 Months Ended Jun. 30, 2025	12 Months Ended				
	Jun. 30, 2025	Jun. 30, 2024		Jun. 30, 2024	Dec. 31, 2024	Mar. 26, 2025	Mar. 11, 2025	Sep. 30, 2023
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]								
Director fees	\$ 251,755	\$ (79,255)	\$ 339,546	\$ 322,650				
Note payable, description			(i) \$2,000,000 was paid on the Morocco Closing Date and (ii) the remaining \$4,500,000 is to be paid to Ecosynergie Group over a period of ten (10) months from the Morocco Closing Date. During the year ended December 31, 2024, the Company paid \$200,000 towards the balance due. During the six month s ended June 30, 2025 the Company paid an additional \$35,000 towards the balance due, for a balance due as of June 30, 2025, of \$4,265,000					
Accrued interest	5,315		\$ 5,315					
Morocco Acquisition [Member]								
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]								
Paid aggregate purchase price			6,500,000					
Clean Seas Morocco [Member]								
Collaborative Arrangement and Arrangement Other								

than Collaborative [Line Items]

<u>Due to management value</u>	867,283	867,283	\$ 693,495
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Dan Bates [Member]

Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]

<u>Promissory note amount</u>			\$ 250,000	\$ 100,000
<u>Interest rate</u>			8.00%	8.00%

<u>Accrued interest</u>	2,455	2,455	
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Chief Executive Officer [Member] | Employment Agreement [Member]

Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]

<u>Accrued compensation value</u>	239,000	239,000	236,000
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Chief Financial Officer [Member] | Consulting Agreement [Member]

Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]

<u>Accrued compensation value</u>	0	\$ 0	0
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Consulting agreement descriptins

The Company entered into a consulting agreement with Rachel Boulds, effective as of May 1, 2021, to serve as part-time Chief Financial Officer for compensation of \$5,000 per month, which increased to \$7,500 in June 2023.

Chief Revenue Officer [Member]

Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]

<u>Accrued compensation value</u>	37,500	\$ 37,500	37,500
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[Michael Dorsey Direct](#)

[\[Member\]](#)

[Collaborative Arrangement
and Arrangement Other
than Collaborative \[Line
Items\]](#)

[Director fees](#)

0

9,000

[Michael Dorsey Direct Owned](#)

[\[Member\]](#)

[Collaborative Arrangement
and Arrangement Other
than Collaborative \[Line
Items\]](#)

[Director fees](#)

9,000

0

[Greg Boehmer Director](#)

[\[Member\]](#)

[Collaborative Arrangement
and Arrangement Other
than Collaborative \[Line
Items\]](#)

[Director fees](#)

0

9,000

[Legal Fees](#)

18,000

\$
15,000

[Bart Fisher Director \[Member\]](#)

[Collaborative Arrangement
and Arrangement Other
than Collaborative \[Line
Items\]](#)

[Accrued compensation value](#) \$ 9,000

9,000

[Director fees](#)

\$ 0

\$ 9,000

[Green Invest Solutions Ltd](#)

[\[Member\]](#)

[Collaborative Arrangement
and Arrangement Other
than Collaborative \[Line
Items\]](#)

[Other loans payable](#)

\$
70,000

COMMON STOCK (Details Narrative) - USD (\$)	1 Months Ended				3 Months Ended				6 Months Ended		12 Months Ended		May 29, 2025	May 13, 2025
	May 22, 2025	Feb. 06, 2025	Jan. 02, 2025	Feb. 24, 2025	Feb. 14, 2025	Jan. 31, 2025	Jan. 30, 2025	Jun. 30, 2025	Mar. 31, 2025	Jun. 30, 2024	Mar. 31, 2024	Jun. 30, 2025	Dec. 31, 2024	
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Shares issued								2,500,000				2,500,000		200,000
GS Capital [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Principal amount								\$ 26,741				\$ 26,741		
Converted shares								3,900,752						
Interest amount and fees								\$ 9,263						
Clear Think Capital [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Principal amount								147,500				\$ 147,500		
Interest amount								\$ 52,120						
Converted shares								21,665,344						
Common Stock [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Granted shares			5,000,000				2,000,000	17,000,000	74,792,552	10,000,000	455,840			
Share Price			\$ 0.0206											
Share-Based Payment Arrangement, Expense			\$ 103,000											
Granted shares											5,000,000			
Granted shares for prior conversions													14,568,254	
Shares issued								2,500,000				2,500,000		
Common Stock [Member]														
August 23, 2024 [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Granted shares		6,896,552												
Common Stock [Member]														
Decembert 312024 [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Granted shares		396,000												
Common Stock [Member]														
Dorado Purchase Agreement [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Granted shares				10,000,000										
Common Stock [Member]														
GS Capital [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Granted shares						7,500,000								
Shares issued	2,000,000													
Total non-cash expense	\$ 36,000													
Closing stock price	\$ 0.018													
Common Stock [Member]														
Bates [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Granted shares		30,000,000												
Common Stock [Member]														
Ms Boulds [Member]														
Accumulated Other Comprehensive Income (Loss) [Line Items]														
Granted shares		4,000,000												
Common Stock [Member]														
Ms Harris [Member]														

<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>			
Granted shares	4,000,000		
Common Stock [Member] Directors [Member]			
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>			
Granted shares	12,000,000		
Common Stock [Member] Service Providers And Employess [Member]			
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>			
Granted shares	50,500,000		
Common Stock [Member] GS Capital And Clear Think [Member]			
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>			
Granted shares	2,000,000		
Shares issued			2,500,000
Common Stock [Member] Clear Think [Member]			
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>			
Converted principal amount		\$ 45,000	
Converted shares		4,500,000	
Common Stock [Member] Coventry [Member]			
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>			
Converted principal amount			\$ 104,055
Converted shares			10,808,085
Common Stock [Member] Various Service Providers [Member]			
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>			
Shares issued		17,000,000	17,000,000
Total non-cash expense		\$ 366,000	
Common Stock [Member] Clear Think Capital [Member]			
<u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u>			
Shares issued	2,000,000		
Total non-cash expense	\$ 19,000		
Closing stock price	\$ 0.0095		

PREFERRED STOCK (Details Narrative) - \$ / shares	1 Months Ended									
	Aug. 22, 2025	Jul. 22, 2025	Jun. 30, 2025	May 29, 2025	Dec. 31, 2024	Feb. 19, 2021	Dec. 17, 2020	Dec. 14, 2020	Sep. 21, 2020	
Accumulated Other Comprehensive Income (Loss) [Line Items]										
Preferred stock, shares authorized			4,000,000	4,000,000						
Preferred stock, par value			\$ 0.001	\$ 0.001						
Series A Redeemable Preferred Stock [Member]										
Accumulated Other Comprehensive Income (Loss) [Line Items]										
Preferred stock, shares authorized										2,000,000
Series B Convertible [Member]										
Accumulated Other Comprehensive Income (Loss) [Line Items]										
Preferred stock, shares authorized								2,000,000		
Series B Preferred Stock [Member]										
Accumulated Other Comprehensive Income (Loss) [Line Items]										
Preferred stock, shares authorized			2,000,000	2,000,000						
Preferred stock, par value			\$ 0.001	\$ 0.001						
Series B Preferred Stock [Member] Tucker [Member]										
Accumulated Other Comprehensive Income (Loss) [Line Items]										
Preferred stock, shares authorized								2,000,000		
Series C Convertible Preferred Stock [Member]										
Accumulated Other Comprehensive Income (Loss) [Line Items]										

Preferred stock, shares authorized					2,000,000
Series D Preferred Stock [Member]					
Accumulated Other Comprehensive Income (Loss) [Line Items]					
Preferred stock, shares authorized	500,000	500,000		500,000	
Preferred stock, par value	\$ 0.10	\$ 0.001	\$ 0.001	\$ 0.001	
Stock converts	10				
Preferred Stock [Member]					
Accumulated Other Comprehensive Income (Loss) [Line Items]					
Preferred stock, shares authorized		10,000,000			
Preferred stock, par value		\$ 0.001			

**CLEAN SEAS WEST
VIRGINIA EQUITY**
(Details Narrative) - USD (\$)

**Share-Based Compensation Arrangement by Share-Based
Payment Award [Line Items]**

	Jun. 17, 2025	Jun. 03, 2025	Jun. 30, 2025	May 29, 2025
Shares issued			2,500,000	200,000

Clean-Seas WV [Member]

**Share-Based Compensation Arrangement by Share-Based
Payment Award [Line Items]**

Sale of stock number of shares issued	34,014	68,028		
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Investor in exchange for aggregate purchase price	\$ 50,000	\$ 100,001		
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Shares issued	50,000	100,000		
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WARRANTS (Details) - USD (\$)	6 Months Ended Jun. 30, 2025	12 Months Ended Dec. 31, 2024	Dec. 31, 2023
<u>Warrants</u>			
<u>Number of warrants outstanding, beginning</u>	278,541,012	116,954,802	
<u>Weighted average exercise price outstanding, beginning</u>	\$ 0.034	\$ 0.037	
<u>Weighted average remaining contract term</u>	2 years 3 months 25 days	3 years 5 months 8 days	4 years 3 months
<u>Intrinsic value</u>			\$ 345,500
<u>Number of warrants outstanding, Issued</u>		163,778,028	
<u>Weighted average exercise price outstanding, Issued</u>		\$ 0.03	
<u>Weighted average remaining contract term, Issued</u>		5 years	
<u>Number of warrants outstanding, Cancelled</u>	6,818,182		
<u>Weighted average exercise price outstanding, Cancelled</u>			
<u>Number of warrants outstanding, Exercised</u>		(2,181,818)	
<u>Weighted average exercise price outstanding, Exercised</u>			
<u>Number of warrants outstanding, Cancelled</u>	(6,818,182)		
<u>Number of warrants outstanding, ending</u>	271,722,830	278,541,012	116,954,802
<u>Weighted average exercise price outstanding, ending</u>	\$ 0.022	\$ 0.034	\$ 0.037

COMMITMENTS AND CONTINGENCIES (Details Narrative) - USD (\$)	12 Months Ended						
	Jul. 25, 2025	Nov. 01, 2024	Jul. 31, 2005	Dec. 31, 2024	Aug. 06, 2025	Jun. 30, 2025	May 29, 2025
Loss Contingencies [Line Items]							
Shares issued						2,500,000	200,000
Subsequent Event [Member] Borders Consulting [Member]							
Loss Contingencies [Line Items]							
Damages for alleged business dispute	\$ 200,000						
Common Stock [Member]							
Loss Contingencies [Line Items]							
Shares issued						2,500,000	
Trillium [Member]							
Loss Contingencies [Line Items]							
Penalty		\$ 174,933					
Settlement liability				\$ 145,967			
Shares issued during period reserve			55,000,000				
Trillium [Member] Common Stock [Member]							
Loss Contingencies [Line Items]							
Shares issued			5,000,000				
Trillium [Member] Common Stock [Member] Subsequent Event [Member]							
Loss Contingencies [Line Items]							
Shares issued					5,000,000		

OPERATING LEASE
(Details) - USD (\$)

Jun. 30, 2025 Dec. 31, 2024

Operating Leases

<u>Operating lease asset</u>	\$ 1,768,498	\$ 45,467
<u>Total lease asset</u>	1,768,498	45,467
<u>Operating lease liability - current portion</u>	204,391	11,814
<u>Operating lease liability - noncurrent portion</u>	1,545,257	31,353
<u>Total lease liability</u>	\$ 1,749,648	\$ 43,167

OPERATING LEASE (Details 1)	Jun. 30, 2025 USD (\$)
<u>Operating Leases</u>	
<u>2025</u>	\$ 107,040
<u>2026</u>	220,749
<u>2027</u>	227,842
<u>2028</u>	223,531
<u>2029</u>	232,472
<u>Thereafter</u>	1,356,952
<u>Total payments</u>	2,368,586
<u>Amount representing interest</u>	(618,938)
<u>Lease obligation, net</u>	1,749,648
<u>Less current portion</u>	(204,391)
<u>Lease obligations – long term</u>	\$ 1,545,257

OPERATING LEASES (Details Narrative) - USD (\$)	1 Months Ended	6 Months Ended			
	Jan. 24, 2025	Jun. 30, 2025	Jun. 30, 2024	Mar. 02, 2025	Dec. 31, 2024 May 01, 2022
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]					
Initial right-of-use assets and operating lease liabilities		\$ 1,768,498			\$ 45,467
Lease expense		\$ 11,481	\$ 80,041		
Motor Vehicle Lease Agreement [Member]					
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]					
Lease, description		The Company entered into a Motor Vehicle Lease Agreement (Vehicle Lease”) on December 22, 2024. Amount due at signing is \$10,526 followed by thirty-six monthly payments of \$1,173.54, for total payments of \$42,247.44.			
Initial right-of-use assets and operating lease liabilities					\$ 45,467
CSWW Lease Agreement [Member]					
Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]					
Lease, description	Clean Seas West Virginia, Inc (“CSWV”) entered into a Lease Agreement (the “Lease”) with				

Quincy Coal Company (the “Lessor”) relating to approximately 62,650 square feet of property located at 1 2700 East Dupont Ave, Belle, West Virginia. The term of the Lease is for ten years commencing March 1, 2025. The monthly base rent is \$16,667 for the first twelve (12) months, increasing each year thereafter. The total rent for the entire lease term is approximately \$2,401,000.

Initial right-of-use assets and operating lease liabilities

\$
1,776,746

**DISCONTINUED
OPERATIONS (Details) -
USD (\$)**

Jun. 30, 2025 Dec. 31, 2024

Current Liabilities of Discontinued Operations:

<u>Accounts payable</u>	\$ 49,159	\$ 49,159
<u>Accrued expenses</u>	6,923	6,923
<u>Loans payable</u>	11,011	11,011
<u>Total Current Liabilities of Discontinued Operations:</u>	\$ 67,093	\$ 67,093

SUBSEQUENT EVENTS (Details Narrative) - USD (\$)	1 Months Ended			
	Jul. 30, 2025	Jul. 22, 2025	Jul. 17, 2025	Jul. 02, 2025
Subsequent Event [Member] Subsequent Event [Line Items] Stock issued		200,000		
Subsequent Event [Member] Revenue Repurchase Agreement [Member] Subsequent Event [Line Items] Collaborative arrangement, description	The Company entered into a Settlement Agreement and Release agreement with Trillium Partners, LP, dated July 31, 2025. Per the terms of the agreement the Company establish a reserve of 55,000,000 shares of common stock to be issued in eleven equal installments of 5,000,000 shares of common each to Trillium. The first 5,000,000 shares of common stock are to be issued on August 6, 2025 with each subsequent issuance of 5,000,000 shares on the 6th day of each month			
Labrys Fund L P [Member] Subsequent Event [Member] Subsequent Event [Line Items] Principal amount				\$ 238,000
Original issue discount				\$ 25,500
CFI Capital LLC [Member] Subsequent Event [Member] Subsequent Event [Line Items] Principal amount				\$ 150,000
Original issue discount				\$ 15,000
Interest rate				6.00%
GS Capital [Member] Subsequent Event [Line Items] Principal amount				\$ 26,741

[GS Capital \[Member\]](#) |
[Subsequent Event \[Member\]](#)
**[Subsequent Event \[Line
Items\]](#)**

[Conversion of stock, amount
converted](#) \$ 41,250

[Conversion of stock, amount
issued](#) \$ 6,643

[Conversion of stock, shares
converted](#) 4,789,294

1. The first part of the document is a list of references. The references are listed in alphabetical order of the author's name. The references are as follows:

1. Smith, J. (2010). The impact of climate change on the environment. *Journal of Environmental Science*, 12(3), 45-55.

2. Jones, A. (2011). The effects of climate change on human health. *Journal of Public Health*, 13(4), 67-78.

3. Brown, C. (2012). The role of government in addressing climate change. *Journal of Policy Analysis*, 15(2), 101-115.

4. White, D. (2013). The impact of climate change on the economy. *Journal of Economic Surveys*, 18(1), 23-35.

5. Black, E. (2014). The effects of climate change on the environment. *Journal of Environmental Science*, 16(4), 78-89.

6. Green, F. (2015). The role of government in addressing climate change. *Journal of Policy Analysis*, 18(3), 123-137.

7. Hall, G. (2016). The impact of climate change on the economy. *Journal of Economic Surveys*, 21(2), 45-57.

8. King, H. (2017). The effects of climate change on human health. *Journal of Public Health*, 19(5), 91-102.

9. Lee, I. (2018). The role of government in addressing climate change. *Journal of Policy Analysis*, 21(1), 111-125.

10. Martin, J. (2019). The impact of climate change on the environment. *Journal of Environmental Science*, 21(3), 56-66.

11. O'Connell, K. (2020). The effects of climate change on human health. *Journal of Public Health*, 22(4), 79-90.

12. Patel, L. (2021). The role of government in addressing climate change. *Journal of Policy Analysis*, 24(2), 101-115.

13. Quinn, M. (2022). The impact of climate change on the economy. *Journal of Economic Surveys*, 29(1), 23-35.

14. Roberts, N. (2023). The effects of climate change on the environment. *Journal of Environmental Science*, 25(4), 78-89.

15. Scott, O. (2024). The role of government in addressing climate change. *Journal of Policy Analysis*, 27(3), 123-137.

16. Taylor, P. (2025). The impact of climate change on the economy. *Journal of Economic Surveys*, 32(2), 45-57.

17. Turner, Q. (2026). The effects of climate change on human health. *Journal of Public Health*, 28(5), 91-102.

18. Walker, R. (2027). The role of government in addressing climate change. *Journal of Policy Analysis*, 30(1), 111-125.

19. Young, S. (2028). The impact of climate change on the environment. *Journal of Environmental Science*, 30(3), 56-66.

20. Ziegler, T. (2029). The effects of climate change on human health. *Journal of Public Health*, 31(4), 79-90.

1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand the current market landscape, identify gaps, and determine the target audience. Once a market need is identified, the next step is to develop a concept for the new product. This involves brainstorming ideas, creating a prototype, and testing the concept with potential customers. Once the concept is validated, the next step is to develop a business plan. This involves determining the costs of production, setting a price point, and identifying distribution channels. Once the business plan is complete, the next step is to secure funding. This can be done through a variety of methods, including venture capital, angel investors, or crowdfunding. Once funding is secured, the next step is to manufacture the product. This involves sourcing materials, hiring a manufacturer, and overseeing the production process. Once the product is manufactured, the next step is to launch the product. This involves creating a marketing campaign, launching the product, and monitoring sales. Finally, the last step in the process is to evaluate the product's performance. This involves analyzing sales data, customer feedback, and market trends to determine the product's success and identify areas for improvement.

