## SUPPLEMENTAL INFORMATION AND DISCLOSURE STATEMENT THE SUSTAINABLE GREEN TEAM, LTD.

A Delaware Corporation

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> SIC - 0783 Trading Symbol: SGTM

## **OTC Pink Supplemental Disclosure- Current Reporting of Material Corporate Events**

## **Entry Into a Material Definitive Agreement**

The Sustainable Green Team, LTD. (the "Company") was previously involved in arbitration with Emerging Markets Consulting, LLC ("EMC"), a former service provider of the Company. On October 21, 2020, EMC initiated arbitration against the Company, alleging, among other things, breach of contract related to an agreement entered into between the Company (via the Company's wholly-owned subsidiary, National Storm Recovery, LLC) and EMC, in which the Company engaged EMC to provide it with consulting services related to the Company's capital structure, investor relations strategies, and fundraising plans, including the filing of an S-1 registration statement at some point in the future, in exchange for equity compensation in the Company. EMC sought relief against the Company in the form of equity compensation pursuant to the agreement (2,000,000 shares of the Company's Common Stock) and damages. In addition, the Company named in its counterclaim to EMC's claim, James S. Painter, III, the President and CEO of EMC, and Frederick M. Lehrer. Also named in its counterclaim was another service provider, Rainmaker Group Consulting, LLC ("Rainmaker"), and James E. Cohen, Jr., a member of Rainmaker, as a pre-emptive defense against any actions brought by Rainmaker against the Company. Rainmaker was engaged by the Company in 2019 to provide similar consulting services as EMC was engaged to provide in exchange for the same compensation (2,000,000 shares of the Company's Common Stock).

On October 6, 2022, the Company entered into a Settlement Agreement and Mutual Release (the "Agreement") with EMC, Rainmaker, Mr. Painter, Mr. Cohen, and Mr. Lehrer, pursuant to which the parties agreed to amicably resolve all disputes between them without admitting any wrongdoing or liability. In full and final settlement of all claims and counterclaims between the parties, the Company agreed to pay EMC a total sum of \$250,000, to be paid out

monthly, in \$50,000 or \$25,000 increments, beginning on October 15, 2022 and ending on April 15, 2023. Rainmaker, Mr. Painter, Mr. Cohen, and Mr. Lehrer acknowledged and agreed that they are not entitled to receive any money or property from the Company or its CEO, Anthony J. Raynor.

In addition, Mr. Raynor, agreed to transfer 100,000 of his personal shares of the Company's Common Stock to EMC. Mr. Raynor also agreed to transfer 100,000 of his personal shares of the Company's Common Stock to The Pink Butterfly Foundation, a Florida not for profit corporation ("Pink Butterfly") dedicated to assisting families with acute financial needs accompanying a heartbreaking and devastating sudden loss of a child. Both share transfers are to take place within twenty (20) days of the date of the Agreement.

The share transfers are each subject to a lock-up agreement, dated October 6, 2022, by and between each the Company and EMC and the Company and Pink Butterfly (together, the "Lock-Up Agreements"). Under the terms of the Lock-Up Agreements, EMC and Pink Butterfly cannot sell, transfer, assign or otherwise dispose of the shares received for a period of one (1) year from the date of the Lock-Up Agreement (the "Lock-Up Period"). In the event the Company's Common Stock is listed for trading on the New York Stock Exchange or the NASDAQ Stock Market during the Lock-Up Period, the "Lock-Up Period" shall be adjusted to last until the six (6) month anniversary of the listing date.

If the Company or Mr. Raynor default under the terms of the Agreement by failing to make a payment when due or failing to transfer the shares, EMC must provide notice of the default and the Company will have fifteen (15) business days from the date of the notice to cure the default. If the Company fails to cure the default, a final judgment will be entered against the Company for \$250,000, less any payments already made, and/or the cash value of the shares, if the shares have not been transferred in default of the Agreement.

The parties agreed to file a joint motion for dismissal of all claims and counterclaims and agreed to request that the American Arbitration Association enter an order staying and abating the arbitration and retaining jurisdiction to enforce the terms of the Agreement. All parties expressly agreed that they are forever barred from instituting, maintaining or asserting any and all claims and causes of action released under the Agreement.

The entry into the Agreement, as well as the activities contemplated thereby, did not and do not, constitute a change in control, as the Company's largest shareholder remains unchanged and no other person became the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities. Additionally, there was no change in the composition of the Company's board of directors and nor was there any change to the officers of the Company. Accordingly, there was no change in control of the Company.

This disclosure statement contains certain forward-looking statements that are subject to various risks and uncertainties. Forward-looking statements are generally identifiable by use of forward-looking terminology such as "may," "will," "should," "potential," "plan," "intend," "expect," "outlook," "seek," "anticipate," "estimate," "approximately," "believe," "could," "project," "predict," or other similar words or expressions. Forward-looking statements are based on certain assumptions, discuss future expectations, describe future plans and strategies, or state other forward-looking information. Our ability to predict future events, actions, plans or strategies is inherently uncertain. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Readers are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our views as of the date of this disclosure statement. Furthermore, except as required by law, we are under no duty to, and do not intend to, update any of our forward-looking statements after the date of this disclosure statement, whether as a result of new information, future events or otherwise.

The Sustainable Green Team, Ltd.

Date: October \_\_\_\_\_, 2022

Signature: <u>/s/ Anthony J. Raynor</u> Name: Anthony J. Raynor Title: Chief Executive Officer