

THE SUSTAINABLE GREEN TEAM, LTD.

A Delaware corporation

24200 County RD 561
Astatula, FL 34705

(407) 886-8733
www.thesustainablegreenteam.com
info@nationalarborcare.com

SIC Code: 0783

“We previously were a shell company, therefore the exemption offered pursuant to Rule 144 is not available. Anyone who purchased securities directly or indirectly from us or any of our affiliates in a transaction or chain of transactions not involving a public offering cannot sell such securities in an open market transaction.”

Quarterly Report

For the period ending March 31, 2023 (the “Reporting Period”)

The number of shares outstanding of Common Stock is 75,129,370 as of March 31, 2023:

The number of shares outstanding of Common Stock was 74,631,743 as of December 31, 2022 (end of previous reporting period).

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933 and Rule 12b-2 of the Exchange Act of 1934):

Yes: ☐ No: ☒ X

Indicate by check mark whether the company’s shell status has changed since the previous reporting period:

Yes: ☐ No: ☒ X

Indicate by check mark whether a Change in Control⁴ of the company has occurred over this reporting period:

⁴ “Change in Control” shall mean any events resulting in:

(i) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becoming 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;

(ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

(iii) A change in the composition of the Board occurring within a two (2)-year period, as a result of which fewer than a majority of the directors are directors immediately prior to such change; or

(iv) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

Yes: ☐ No: X

Part A General Company Information

Item 1 The exact name of the issuer and its predecessor (if any).

The immediate predecessor of The Sustainable Green Team, Ltd., a Delaware corporation (the "Company", "we", "us", "our", the "issuer" or "SGTM") was National Storm Recovery, Inc. ("NSRI"), a Wyoming corporation, which held all of the membership interests in National Storm Recovery, LLC ("NSR LLC"), a Florida limited liability company. The management team of NSRI determined that it was in the best interest of the Company and its shareholders to change domiciles for both NSRI and NSR LLC to the State of Delaware for the purpose of reorganizing the Company and its operations into a holding company structure, pursuant to Delaware General Corporation Law ("DGCL") §251(g). In December 2019, NSRI and NSR LLC were re-domiciled to the State of Delaware. After the domicile changes, NSRI incorporated SGTM as a wholly owned subsidiary and NSR LLC issued membership interests to SGTM. SGTM then incorporated Sierra Gold Merger Corp. ("SGMC") as its wholly owned subsidiary. With each of the new corporations formed, NSRI merged down into SGMC, with SGMC surviving as a wholly owned subsidiary of SGTM. The assets and liabilities of NSRI were succeeded to by SGMC. As part of the merger agreement, the issued and outstanding shares of NSRI were exchangeable into shares of SGTM on a one for one basis. Similarly, the equity securities held by NSRI in SGTM and NSR LLC were canceled under the terms of the merger agreement leaving SGTM as the sole shareholder and member of SGMC and NSR LLC, respectively. The Company obtained Financial Industry Regulatory Authority ("FINRA") approval and published a press release announcing the forgoing and allowing the Company to trade under the name "The Sustainable Green Team, Ltd." and new trading symbol, SGTM.

Currently, the Company is incorporated and in good standing in the State of Delaware under the name The Sustainable Green Team, Ltd., the Company's original predecessor was incorporated in the State of Nevada on January 22, 1997, under the name Alpha Diamond Corporation. The Company changed its name to African Resources on June 28, 1998, to Viking Exploration, Inc. on April 9, 1999, and then to Sierra Gold Corporation on July 12, 2006. Then on February 15, 2011, Sierra Gold Corporation changed its domicile to the State of Wyoming by filing Articles of Continuance with the Wyoming Secretary of State. On July 22, 2019, the Company changed its name to National Storm Recovery, Inc. by filing a Certificate of Amendment with the Wyoming Secretary of State's office. The Company then notified the Financial Industry Regulatory Authority ("FINRA") of its name change, as well as the resolution it had passed to affect a 1:10,000 reverse stock split and, as part of its name change, effected a voluntary change in its trading symbol, all of which were approved for announcement by FINRA on or about August 22, 2019. Finally, the Company changed domiciles to the State of Delaware by filing a Certificate of Conversion and Certificate of Incorporation with the Delaware Division of Corporations, Secretary of State's office on December 30, 2019 as part of its plan to reorganize into a holding company pursuant to DGCL§251(g). The Company has now changed its name to The Sustainable Green Team, Ltd. and trading symbol to SGTM after obtaining FINRA approval on July 21, 2020.

Item 2 The address of the issuer's principal executive offices and address(es) of the issuer's principal place of business:

Our principal executive offices are located at 24200 CR-561, Astatula, Florida 34705, and our telephone number is (407) 886-8733. Our website address is www.sustainablegreenteam.com. The information contained on our website is not incorporated by reference into this registration statement, and you should not consider any information contained on, or that can be accessed through, our website as part of this registration statement or in deciding whether to purchase our common shares.

Check box if principal executive office and principal place of business are the same address: ☐

Item 3 The jurisdiction(s) and date of the issuer's incorporation or organization.

Currently, the Company is incorporated and in good standing in the State of Delaware under the name The Sustainable Green Team, Ltd., the Company's original predecessor was incorporated in the State of Nevada on January 22, 1997, under the name Alpha Diamond Corporation. The Company changed its name to African Resources on June 28, 1998, to Viking Exploration, Inc. on April 9, 1999, and then to Sierra Gold Corporation on July 12, 2006. Then on February 15, 2011, Sierra Gold Corporation changed its domicile to the State of Wyoming by filing Articles of Continuance with the Wyoming Secretary of State. On July 22, 2019, the Company changed its name to National Storm Recovery, Inc. by filing a Certificate of Amendment with the Wyoming Secretary of State's office. The Company then notified the Financial Industry Regulatory Authority ("FINRA") of its name change, as well as the resolution it had passed to affect a 1:10,000 reverse stock split and, as part of its name change, effected a voluntary change in its trading symbol, all of which were approved for announcement by FINRA on or about August 22, 2019. Finally, the Company changed domiciles to the State of Delaware by filing a Certificate of Conversion and Certificate of Incorporation with the Delaware Division of Corporations, Secretary of State's office on December 30, 2019, as part of its plan to reorganize into a holding company pursuant to DGCL§251(g). The Company has now changed its name to The Sustainable Green Team, Ltd. and trading symbol to SGTM after obtaining FINRA approval on July 21, 2020.

Part B Share Structure

Item 4 The exact title and class of securities outstanding.

The Company trades under the ticker symbol SGTM.

As of March 31, 2023, the Company had 75,129,370 shares of its Common Stock issued and outstanding under CUSIP 86934B.

As of March 31, 2023, the Company had 90 shares of its Preferred Series A Stock issued and outstanding.

Item 5 Par or stated value and description of the security.

A. *The Company's Common and Preferred Series A Stock are par valued at \$0.0001 per share.*

B. *Common or Preferred Stock.*

1. For common equity, describe any dividend, voting and preemption rights.

Voting

The holders of our common stock are entitled to one vote for each share held on all matters to be voted on by the Company's stockholders. There shall be no cumulative voting. The holders of our common stock have the exclusive right to vote for election and removal of directors and for all other purposes.

Dividends

The holders of shares of our common stock are entitled to dividends when and as declared by the Board from funds legally available therefor if, as and when determined by the Board of Directors of the Company in their sole discretion, subject to provisions of law, and any provision of the Company's Certificate of Incorporation, as amended from time to time. There are no preemptive, conversion or redemption privileges, nor sinking fund provisions with respect to the common stock.

Liquidation

In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, the holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of or provision for all of our debts and other liabilities.

2. For preferred stock, describe the dividend, voting, conversion and liquidation rights as well as redemption or sinking fund provisions.

Each one share of Series A Preferred Stock has voting rights equal to the quotient of the sum of all outstanding shares of common stock together with any and all other securities of the Company that provide for voting on an “as converted” basis, divided by 0.99.

3. Any other material rights of common or preferred stockholders.

None

4. Describe any provision in the issuer’s charter or by-laws that would delay, defer or prevent a Change in Control of the issuer.

None

Item 6 The number of shares or total amount of the securities outstanding for each class of securities authorized.

- As of March 31, 2023, the Company had 245,000,000 shares of its Common Stock and 100 shares of its Preferred Series A Class Stock authorized in its treasury.
- As of March 31, 2023, the Company had 75,129,370 shares of its Common Stock and 90 shares of its Preferred Series A Class Stock issued and outstanding.
- As of March 31, 2023, the Company had 8,462,881 shares of its Common Stock and 0 of it Preferred Series A Class Stock free trading.
- As of March 31, 2023, the Company had 0 beneficial shareholders and 192 of shareholders of record.

- As of December 31, 2022, the Company had 245,000,000 shares of its Common Stock and 100 shares of its Preferred Series A Class Stock authorized in its treasury.
- As of December 31, 2022, the Company had 74,631,743 shares of its Common Stock and 90 shares of its Preferred Series A Class Stock issued and outstanding.
- As of December 31, 2022, the Company had 8,412,881 shares of its Common Stock and 0 of it Preferred Series A Class Stock free trading.
- As of December 31, 2022, the Company had 0 beneficial shareholders and 185 of shareholders of record.

- As of January 1, 2022, the Company had 245,000,000 shares of its Common Stock and 100 shares of its Preferred Series A Class Stock authorized in its treasury.
- As of January 1, 2022, the Company had 90,460,425 shares of its Common Stock and 90 shares of its Preferred Series A Class Stock issued and outstanding.
- As of January 1, 2022, the Company had 626,836 shares of its Common Stock and 0 of it Preferred Series A Class Stock free trading.

- As of January 1, 2022, the Company had 0 beneficial shareholders and 169 of shareholders of record.

Item 7 The name and address of the transfer agent*.

The transfer agent and registrar for our Common Stock is: Pacific Stock Transfer Company. The transfer agent and registrar's address is 6725 Via Austi Parkway, Suite 300, Las Vegas, Nevada 89119, and its telephone number is (800) 401-1957.

Part C Business Information

Item 8 The nature of the issuer's business.

In describing the issuer's business, please provide the following information:

A. Business Development. Describe the development of the issuer and material events during the last three years so that a potential investor can clearly understand the history and development of the business. If the issuer has not been in business for three years, provide this information for any predecessor company. This business development description must also include:

1. the form of organization of the issuer (e.g., corporation, partnership, limited liability company, etc.)

Corporation

2. the year that the issuer (or any predecessor) was organized;

1997

3. the issuer's fiscal year end date;

December 31

4. whether the issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding;

None

5. any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets;

Effective January 31, 2020, the Company entered into a Business Combination Agreement (the "Mulch Acquisition") pursuant to which Mulch Manufacturing, Inc. ("MM") became our wholly-owned subsidiary. Under the Mulch Acquisition, all issued and outstanding common stock in MM were converted into an aggregate of 40,000,000 shares of the Company's common stock.

The Company closed on the acquisition of 100% of the membership interests in Day Dreamer Productions LLC ("DDP") on December 30, 2021. DDP is in the business of producing informational and promotional videography.

On August 9, 2022, the Company entered into a restricted sublicense agreement (collectively with the VRM Sublicense Amendment defined below, the "VRM Sublicense") with a soil technology company, VRM Global Holdings Pty Ltd ("VRM Global"), and its wholly owned subsidiary VRM International PTY LTD ("VRM International," together with VRM Global, collectively referred to herein together as the "Licensor"). The VRM Sublicense was amended on October 12, 2022 (the

“VRM Sublicense Amendment”), to expand collaboration between the Company and Licensor and add the Licensor’s wholly-owned subsidiary VRM Biologik Inc. (the “VRM Biologik”), among other things.

Pursuant to the VRM Sublicense, the Licensor granted the Company a restricted sub-license, pursuant to which the Licensor will allow the Company to use certain rights and entitlements and provide the Company with certain catalyst ingredients which will allow the Company to manufacture Humisoil® and XLR8® Bio (the “VRM Products”). These products are made using wood materials provided by the Company and the Licensor’s technology and catalyst ingredients to be acquired by the Company from the Licensor or produced by the Company pursuant to the VRM Sublicense. In addition, the VRM Sublicense grants the Company the non-exclusive right to distribute the VRM Products throughout the U.S., the exclusive right to market and distribute these products in packaging of less than one cubic yard in addition to the right to exclusively manufacture the Licensor’s catalyst ingredients in Florida, Washington State and the Caribbean (the “Exclusive Territory”).

The Company agreed to sell to Licensor the VRM Products manufactured by the Company in amounts determined in the sole discretion of the Company at an agreed-on price. In addition, Licensor has agreed to assign to the Company rights held by the Licensor to repurchase the VRM Products manufactured by others within the Exclusive Territory and an option to acquire such rights outside such territory.

In addition, pursuant to the VRM Sublicense Amendment, the Company acquired from Licensor 10% of VRM Biologik, certain catalyst ingredients for future delivery to be used in the Company’s production of Humisoil®, XLR8® Bio and other products, co-location of Licensor’s production facilities with the Company’s facilities in Florida and the state of Washington and development of an agreed plan to complete licensed manufacture of soil amendment catalysts in other strategic locations across the U.S. The catalyst ingredients to be acquired by the Company from the Licensor are expected to be sufficient to produce a minimum of 4,000,000 cubic yards of Humisoil® and its companion products that, along with other inputs, has the potential to generate retail revenues in excess of \$987,000,000. The total inventory value as provided for the VRM Sublicense Amendment is equivalent to the Company’s potential revenue from the sale of these products.

The Term of the VRM Sublicense is for a period of ten years from October 12, 2022 with the option to renew it for a five-year period. The VRM Sublicense may be terminated by written agreement of the parties, or immediately by the Licensor if the Company amends or alters any of the inputs, outputs, products, marks, materials, media, recipes, or any of the processes as described in any of the manuals provided by Licensor to the Company except as permitted by the VRM Sublicense or appointment of a liquidator, administrator, receiver, receiver and manager, mortgagee in possession or other external controller appointed by virtue of the laws of insolvency or appointed by a creditor, by VRM Global or by the holder of security over the assets of VRM Global or an assignment of VRM Global’s rights pursuant to the VRM Sublicense without the approval of VRM Global. VRM Global may terminate the VRM Sublicense if at any time the Company is in breach of any of the terms or conditions of the VRM Sublicense and it fails to remedy such breach within 30 days of notice from Licensor. In consideration of the grant of the VRM Sublicense, the Company initially issued to the Licensor, 500,000 shares of the Company’s common stock upon execution of the VRM Sublicense and an additional 6,000,000 shares upon execution of the VRM Sublicense Amendment. Additionally, the Company agreed to pay the Licensor an aggregate of \$1,000,000 in cash in two installments, with the first installment of \$500,000 payable within 10 days of the Company’s completing an initial public offering of its common stock (the “IPO”) and the second payment due on the one-year anniversary of the date of the IPO. In addition, pursuant to the VRM Sublicense Amendment, the Company agreed to pay VRM Global an aggregate of \$7,200,000 payable in tranches of \$3,600,000 by December 31, 2022 and two payments of \$1,800,000 on each of May 31, 2023 and October 31, 2023. If the Company does not complete the IPO by February 4, 2023 or make the \$500,000 payment within 10 days of such date, VRM Global may terminate the VRM Sublicense and, the Company will be obligated to pay the Licensor its then market rates for all inputs utilized by the Company in the production of Humisoil®, XLR8® Bio and other products produced using

these inputs during the term of the VRM Sublicense. Due to the delay in the Company's fund raising in 2022 and VRM Global's delay in completing the shipment of the catalyst ingredient that was expected in January 2023, the Company and VRM Global have orally agreed to discuss a payment plan in 2023.

The Company, Day Dreamer Productions, LLC ("DDP") and ACCEL Media International LLC, FMW Media Works LLC (collectively, "ACCEL") entered into a Corporate Communications Services Agreement dated as of October 4, 2022 (the "ACCEL Agreement"). Pursuant to the terms of the ACCEL Agreement, ACCEL agreed to provide the Company with a variety of television, production, promotional media, media analysis, and media procurement to assist the Company in generating positive media awareness about its business. The term of the ACCEL Agreement is for a period of five years and any breach of the agreement may be remedied by injunctive or other equitable relief and specific performance. Neither party has a right to terminate the agreement prior to its expiration. The promotional media services provided by ACCEL are expected to have a market value of no less than \$30,700,000. In addition, the ACCEL Agreement requires ACCEL to exclusively rely on and use DDP to offer, create and distribute any custom 30 minute or longer program for all ACCEL in-house video production and marketing content that is tendered to ACCEL customers.

In consideration for the services to be provided by ACCEL, the Company issued to ACCEL 3,500,000 shares of unregistered Common Stock, an option to acquire 5,000,000 shares of unregistered Common Stock at an exercise price of \$2.00 per share (the "ACCEL Stock Option") and a warrant to purchase up to 2,000,000 shares of Common Stock at an exercise price of \$1.00 per share (the "ACCEL Warrant"). The ACCEL Option expires three years after the date of issuance and the ACCEL Warrant expires 90 days after the date of issuance. In the event the ACCEL Warrant is exercised in whole or in part, then upon each exercise thereof, if any, the Company agreed to issue to ACCEL a three year option to acquire a number of shares of Common Stock equal to the number of shares of Common Stock acquired by ACCEL upon exercise of the ACCEL Warrant, at an option exercise price of \$2.00 per share. The exercise price of the ACCEL Stock Options and the ACCEL Warrants is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events.

ACCEL agreed that it will not, directly or indirectly, for a period of one year after October 4, 2022, lend, offer, pledge, hypothecate, encumber, donate, assign, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of), directly or indirectly, any of the shares of Common Stock issued to ACCEL pursuant to the ACCEL Agreement, the ACCEL Stock Option or the ACCEL Warrant.

The ACCEL Agreement, ACCEL Stock Option and ACCEL Warrant also contains additional customary covenants, representations and warranties.

6. any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments;

None
7. any change of control;

None
8. any increase of 10% or more of the same class of outstanding equity securities;

None

9. any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization;

None
10. any delisting of the issuer's securities by any securities exchange; and

None
11. any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.

From time to time and in the course of business, we may become involved in various legal proceedings seeking monetary damages and other relief. The amount of the ultimate liability, if any, from such claims cannot be determined. As of the date hereof, there are no legal claims currently pending or, to our knowledge, threatened against us or any of our officers or directors in their capacity as such or against any of our properties that, in the opinion of our management, would be likely to have a material adverse effect on our financial position, results of operations or cash flows.

B. Business of Issuer. Describe the issuer's business so a potential investor can clearly understand it. To the extent material to an understanding of the issuer, please also include the following:

1. the issuer's primary and secondary SIC Codes;

0783
2. if the issuer has never conducted operations, is in the development stage, or is currently conducting operations;

The Sustainable Green Team, Ltd. is a provider of environmentally conscious solutions in the arbor care, disposal, and recycling industries. The Company is a collector of tree debris ("feedstock"), throughout the southeast region of the United States. The Company beneficially-reuses feedstock to manufacture wood-based mulch and lumber products that are sold nationwide. The Company has a division that manufactures and sells proprietary mulch colorants and coloring equipment. The Company has installed the appropriate equipment to commence production of its new soil products in February 2023 and expects to start selling these products by the end of 2023.

Historically, the harvest and processing of wood has resulted in timber waste and feedstock being sent to landfills and disposal sites, essentially collecting and disposing of useful products. The Sustainable Green Team's mission is to address this traditional "collect-and-dispose" wasteful model, partly by partnering with a large waste management company, thereby turning feedstock that would otherwise be thrown away into reusable products such as mulch and soil.

The Sustainable Green Team operates as a holding company with two operating subsidiaries:

National Storm Recovery, LLC., a Delaware LLC, operating as "Central Florida Arborcare", provides arbor care, tree trimming, and storm debris clean-up and disposal services, primarily in the southeastern United States with nationwide capabilities; and

Mulch Manufacturing, Inc. ("MMI"), an Ohio corporation, manufactures mulch, lumber and soil products in the United States Midwest and southeast regions, and the Ohio Valley. MMI has nationwide distribution channels.

3. whether the issuer has at any time been a “shell company”;⁶

Yes

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For the purpose of this section a “shell company” means an issuer, other than a business combination related shell company, as defined by Securities Act Rule 405, or an asset-backed issuer, as defined by Item 1101(b) of Regulation AB, that has:

- (1) No or nominal operations; and
- (2) Either:
 - (A) No or nominal assets;
 - (B) Assets consisting solely of cash and cash equivalents; or
 - (C) Assets consisting of any amount of cash and cash equivalents and nominal other assets.

Instruction to paragraph B.3 of Item 8:

The issuer must attest that it is not currently a shell company. If the issuer discloses that it was formerly a shell company, it must also include the following disclosure on the front page of its disclosure statement in boldface, 12 point type:

“We previously were a shell company, therefore the exemption offered pursuant to Rule 144 is not available. Anyone who purchased securities directly or indirectly from us or any of our affiliates in a transaction or chain of transactions not involving a public offering cannot sell such securities in an open market transaction.”

4. *the names and contact information of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure statement;*

- John Spencer, MM manager can be contacted by telephone, (407) 886-7833;
- John Schultz, NSR manager can be contacted by telephone, (614) 552-3111 Ext. 111; and,
- Victor Spangler, DDP manager can be contacted by telephone, (904) 434-6761.

5. *the effect of existing or probable governmental regulations on the business;*

We are subject to governmental regulation at the federal, state, and local levels in many areas of our business, such as employment laws, wage and hour laws, discrimination laws, immigration laws, human health and safety laws, transportation laws, environmental laws, false claims or whistleblower statutes, disadvantaged business enterprise statutes, tax codes, antitrust and competition laws, intellectual property laws, governmentally funded entitlement programs and cost and accounting principles, the Foreign Corrupt Practices Act, other anti-corruption laws, lobbying laws, motor carrier safety laws and data privacy and security laws. We may be subject to review, audit or inquiry by applicable regulators from time to time.

While we attempt to comply with all applicable laws and regulations, there can be no assurance that we are always in full compliance with all applicable laws and regulations or interpretations of these laws and regulations or that we will be able to comply with any future laws, regulations or interpretations of these laws and regulations. If we fail to comply with applicable laws and regulations, including those referred to above, we may be subject to investigations, criminal sanctions, or civil remedies, including fines, penalties, damages, reimbursement, injunctions, seizures or disgorgements of the ability to operate our motor vehicles. The cost of compliance or the consequences of non-compliance, could have a material adverse effect on our business and results of operations. In addition, government agencies may make changes in the regulatory frameworks within

which we operate that may require either the corporation as a whole or individual businesses to incur substantial increases in costs to comply with such laws and regulations.

6. *an estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities were borne directly by customers;*

None

7. *costs and effects of compliance with environmental laws (federal, state and local); and*
The Company is performing leasehold improvements in the Beaver Washington facility, whereby, the Company has secured permits in alignment with federal, state and local requirements.

8. *the number of total employees and number of full-time employees.*

In 2022, during the busiest times of the year for our business, we employed over 200 workers, none of whom are presently represented by a labor union. As of April 2023, we have employed approximately 242 full time employees, 18 of them being seasonal.

For issuers engaged in mining, oil and gas production and real estate activities, substantial additional disclosure of the issuer's business is required. Contact OTC Markets Group for more information.

Item 9 The nature of products or services offered.

In responding to this item, please describe the following so that a potential investor can clearly understand the products and services of the issuer:

- A. principal products or services, and their markets;

The Company operates primarily through its wholly owned operating subsidiaries. The principal products of each of the Company's operating subsidiaries is described below.

National Storm Recovery, LLC

National Storm Recovery, LLC (DBA Central Florida ArborCare) was initially founded to provide tree maintenance, disaster recovery, debris hauling, removal, and disposal services. Each of these services is provided to residential, commercial and governmental customers and was structured to drive revenue for the company. Examples include the company's multi-year contract with the Town of Oakland, Florida, (an area known for its large old oak trees), for emergency debris hauling and tree removal; and its multi-year contract with the Orange County Florida School District, (covering 267 properties, that includes schools, administrative sites, and maintenance facilities) for tree removal, trimming and maintenance services. In each case, these contracts are renewable following their initial multi-year terms with aggregate terms of five years.

During its first year in operation, National Storm Recovery, LLC continued to build positive momentum under its CEO, Anthony J. Raynor's leadership, when it entered into an agreement for the acquisition of certain complementary assets owned by Central Florida Arbor Care. Building this earlier success, in 2019, the company began to expand its business plan to include the complementary vertical market of mulch manufacturing. In order to expedite this plan of building a completely vertically integrated company and having identified a substantial number of advantages with being publicly traded, the company decided to bring its business to the public markets; and in the 2019, executed a share purchase and equity exchange agreement as part of the series of transactions related to the "reverse takeover."

One of the Company's over-arching strengths, in addition to management's scores of years of industry experience, is management's ability to build and manage teams. The importance of its relationships with employees, independent contractors, customers, vendors and anyone else with whom they interact, cannot be overstated. Although management believes its industry expertise, competence and reliability are each important factors, ultimately its commitment to its employees, independent contractors and the belief that they are all important members of its "Sustainable Green Team" have been significant contributing factors to being provided opportunities in every market entered. Each of the opportunities received and the ways in which they have been managed, have also contributed to the Company's positive momentum, helping shape management's ultimate vision for the Company as a fully integrated mulch manufacturing and sales company, with operations that make sound business sense and create a positive environmental impact.

Again, National Storm Recovery, LLC was established as a company to provide tree maintenance, disaster recovery, debris hauling, removal, and disposal services – services that provide it with access to a large amount of wood or tree debris. Thought of from a different perspective, the Company has access to a large amount of "feedstock" that is required to manufacture wood-based mulch products. But, unlike traditional wood-based mulch manufacturers who *purchase* their feedstock, the Company is *paid* to cut it, *paid* to haul it and *paid* to dispose of it. Its cost, in that limited equation, was its own disposal cost. However, by processing the tree material into mulch and selling it, the Company:

- i. eliminates its disposal costs,
- ii. receives the feedstock it would need as a mulch manufacturer, for free,
- iii. does not have to police its suppliers to ensure responsible tree harvesting, because the trees and material the company handles are either from trees and branches downed in storms or cut as part of the care and maintenance of the trees it is paid to care for, and
- iv. has a "cost structure" for its feedstock that is even better than a competitor that secures feedstock using unscrupulous or irresponsible harvesting methods and/or sources.

So, by grinding, screening and packaging the tree material that it is already receiving (and is paid to receive), the Company is able to leverage its existing activities, create additional value, and position itself to substantially increase its overall revenue and earnings prospects; and decrease the burden that this material would otherwise place on the local landfills or collection sites.

Sierra Gold Merger Corp.

There are no operations under The Sustainable Green Team, Ltd.'s subsidiary Sierra Gold Merger Corp. Notwithstanding the fact that the applicable statutes of limitations have expired for any foreseeable claims that could have been made based on the assets and liabilities last disclosed many years ago by Sierra Gold Corporation, Sierra Gold Merger Corp. was formed as part of the Company's corporate organizational shift into a parent-subsidiary structure with discrete operations contained in separate subsidiaries. This parent subsidiary structure was affected pursuant to DGCL §251(g) and has the additional benefit of allowing any legacy issues (such as contingent liabilities, unrecorded liabilities and any other issues involving the prior business or activities of Sierra Gold Corporation) to remain isolated in the wholly owned subsidiary, Sierra Gold Merger Corp., so that they do not affect assets or the operations of any other entity.

Mulch Manufacturing, Inc.

Mulch Manufacturing, Inc. ("MM") is a large producers of packaged mulch products in the United States. It harvests the raw materials, processes the mulch at several locations, packages it and ships it when required in its own fleet of trucks or by contract carriers. MM's products are distributed through the largest of mass merchandisers as well as small independent retailers. MM provides customer service and sales support to the retailer as well as the end user.

Day Dreamer Productions, LLC

Day Dreamer Productions, LLC provides videography services for clients producing documentary and promotional services. Much of its work has been for the Company and its subsidiaries.

B. distribution methods of the products or services;

We have also diversified our distribution channels for our products. We have grown our distribution, which now include many retail stores, including Lowe's Home Improvement, Menard's, 7-Eleven, Circle-K, ACE Hardware and other retail chains.

C. status of any publicly announced new product or service;

The Company has installed the appropriate equipment to commence production of its new HumiSoil® in February 2023 and expects to start selling these products by the end of 2023.

D. competitive business, the issuer's competitive position in the industry, and methods of competition;

Our wholesale customers work with us due to our ability to provide a broad array of products for landscaping needs. Our products include over two dozen varieties of mulches in different textures and colors, and various soils for different uses such as potting, garden and blends that enhances the organic matter at the applied location. We operate with a high level of expertise and a focus on customer retention through responsiveness and reliability. We have grown our workforce and now have over 200 employees in season.

We view ourselves as a "one-stop-shop" solutions provider for superior quality mulch products. This ability to provide more than one style of mulch product is in direct response to the landscape industry tastes and preferences to have various wood fiber sources, such as pine or cypress, color, texture, and an environmentally friendly product line. We devote substantial resources to research and development, having developed proprietary products in the mulch, colorant and colorant machine manufacturing segments of our business.

We believe our vertically integrated business model sets us apart from our competitors because we provide the services and facilities necessary to collect our own feedstock. We have expanded our operations and we now collect feedstock in three regions. We have established relationships with four big box retail customers — Lowe's Home Improvement, Menard's, 7-Eleven, and Circle-K — and more than 400 other customers.

We have consistently expanded our product lines in innovative ways. We hold over 20 trademarks and a patent on our innovative Nature's Reflections™ Softscape®.

We have also focused on cost containment and entered into direct rail contracts with CSX and Norfolk Southern to transport our manufactured products.

E. sources and availability of raw materials and the names of principal suppliers;

We competitively source our feedstock effectively in a fragmented tree care industry, primarily from small businesses, because we provide arbor care and landscape contractor businesses opportunities to unload and profit from feedstock that they would consider to be waste. We believe we are the largest customer for many arborists across the southeastern region of the United States. Sourcing feedstock competitively and broadly allows us to keep the cost of our products highly competitive.

Our strategic relationship with Waste Management, Inc. pursuant to the Contractor Agreement provides us with cost savings that has saved us years of time it would have taken for acquiring permits and developing the valuable relationships they have developed. We utilize their site for collection of tree debris as well as ability to set up a production facility with coloring and bagging of mulch. In addition, in February 2023, we began production of HumiSoil® on a portion of the land we occupy pursuant to the Contractor Agreement. In addition to the material we process for Waste Management pursuant to this agreement, we are paid to collect the tree debris from other sources and use it as inventory for production of mulch products sold in bulk and bagged, unlike some competitors that have to purchase their feedstock.

F. dependence on one or a few major customers;

Our customers include governmental, residential, and commercial customers. We have a diversified customer base consisting of more than 450 customers as of December 31, 2022. Our top 10 customers accounted for approximately 38% of our product sales for the twelve months ended December 31, 2022, with the largest five customers at 17%, 7%, 3%, 2% and 2%, respectively, of our product sales for the twelve months ended December 31, 2022, and the other five customers each 2% or less of our product sales for the twelve months ended December 31, 2022. Therefore, our sales are not concentrated in any single or a few customers. Our typical customer is a large, national retail chain that sells landscaping products.

G. patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration; and

We, primarily through our subsidiaries, hold or have rights to use various service marks, trademarks and trade names we use in the operation of our businesses that we deem particularly important to each of our businesses. As of March 31, 2023, we had over twenty trademarks for bag labels.

Mulch Manufacturing, Inc. was assigned a patent on our latest product line, Softscape®, which is lighter in weight and has a more uniform appearance than other mulches. The patent was issued by the U.S. Patent and Trademark Office on March 8, 2011 and expires on March 8, 2031, the 20 year initial standard patent protection period, at which time we may seek to renew it. The Softscape® patent covers the manufacturing process and the attributes making the mulch lighter in weight and more uniform in appearance other mulches. Although Softscape® is patent protected, we do not seek patent protection for the formulas of the colorants we manufacture.

H. the need for any government approval of principal products or services and the status of any requested government approvals.

We are subject to various federal, state and local laws and regulations, compliance with which increases our operating costs, limits or restricts the services and products provided by our operating segments or the methods by which our operating segments offer, sell and fulfill those services or products or conduct their respective businesses, or subjects us to the possibility of regulatory actions or proceedings. Noncompliance with these laws and regulations can subject us to fines or various forms of civil or criminal prosecution, any of which could have a material adverse effect on our reputation, business, financial position, results of operations and cash flows.

These federal, state and local laws and regulations include laws relating to wage and hour, immigration, permitting and licensing, workers' safety, tax, healthcare reforms, collective bargaining and other labor matters, environmental, federal motor carrier safety, employee benefits and privacy and customer data security. We must also meet certain requirements of federal and state transportation agencies, including requirements of the U.S. Department of Transportation and Federal Motor Carrier Safety Administration, with respect to certain types of vehicles in our fleets. We are also regulated by federal, state and local laws, ordinances and regulations which are enforced by Departments of Agriculture, the Environmental Protection Agency and similar government entities.

Employee and Immigration Matters

We are subject to various federal, state and local laws and regulations governing our relationship with and other matters pertaining to our employees, including regulations relating to wage and hour, health insurance, working conditions, safety, citizenship or work authorization and related requirements, insurance and workers' compensation, anti-discrimination, collective bargaining and other labor matters.

We are also subject to the regulations of U.S. Immigration and Customs Enforcement ("ICE"), and we are audited from time to time by ICE for compliance with work authorization requirements. In addition, some states in which we operate have adopted immigration employment protection laws. Even if we operate in strict

compliance with ICE and state requirements, some of our employees may not meet federal work eligibility or residency requirements, despite our efforts and without our knowledge, which could lead to a disruption in our work force.

Environmental Matters

Our businesses and sites on which we operate are subject to various federal, state and local laws and regulations regarding environmental, health and safety matters, including the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Emergency Planning and Community Right-to-Know Act, the Oil Pollution Act and the Clean Water Act, each as amended. Among other things, these laws and regulations regulate the emission or discharge of materials into the environment, govern the use, storage, treatment, disposal, handling and management of hazardous substances and wastes, and protect the health and safety of our employees. These laws also impose liability for the costs of investigating and remediating, and damages resulting from, present and past releases of hazardous substances, including releases by us or prior owners or operators, at sites we currently own, lease or operate, customer sites or third-party sites to which we sent wastes. During fiscal year 2022, we did not incur any material capital expenditures for liabilities arising from the enforcement of any applicable environmental regulations.

State and Municipal Regulation; Permitting and Licensing

Each state in which we now operate or may operate in the future has laws and regulations governing (1) water and air pollution, and the generation, storage, treatment, handling, processing, transportation, incineration and disposal of storm debris; (2) in most cases, the siting, design, operation, maintenance, closure and post-closure maintenance of certain types of storm debris collection sites; and (3) in some cases, vehicle emissions limits or fuel types, which impact our collection operations. Such standards typically are as stringent as and may be more stringent and broader in scope than, federal regulations. Most of the federal statutes noted above authorize states to enact and enforce laws with standards that are more protective of the environment than the federal analog. These laws and regulations may impact our operations directly and indirectly from the obligations and restrictions they impose on our business partners, including Waste Management, Inc., which owns two of the sites we use.

Many municipalities in which we currently operate or may operate in the future also have ordinances, laws and regulations affecting our operations. These include zoning and health measures that limit our activities to specified sites or conduct, flow control provisions that direct the delivery of wastes to specific facilities or to facilities in specific areas, or other restrictions on the movement of wastes into a municipality.

Some states have enacted laws that allow agencies with jurisdiction over waste management facilities to deny or revoke permits based on the applicant's or permit holder's compliance status. Some states also consider the compliance history of the corporate parent, subsidiaries and affiliates of the applicant or permit holder.

Certain permits and approvals issued under state or local law may limit the types of waste that may be accepted at a solid waste management facility or the quantity of waste that may be accepted at a solid waste management facility during a specific time period. In addition, certain permits and approvals, as well as certain state and local regulations, may limit a solid waste management facility to accepting waste that originates from specified geographic areas or seek to restrict the importation of out-of-state waste or otherwise discriminate against out-of-state waste. Generally, restrictions on importing out-of-state waste have not withstood judicial challenge. However, from time-to-time federal legislation is proposed which would allow individual states to prohibit the disposal of out-of-state waste or to limit the amount of out-of-state waste that could be imported for disposal and would require states, under certain circumstances, to reduce the amounts of waste exported to other states. Although such legislation has not been passed by Congress, if similar legislation is enacted, states in which we operate solid waste management facilities could limit or prohibit the importation of out-of-state waste. Such actions could materially and adversely affect the business, financial condition and results of operations of any of our landfills within those states that receive a significant portion of waste originating from out-of-state.

Certain states and localities may restrict the export of waste from their jurisdiction or require that a specified amount of waste be disposed of at facilities within their jurisdiction. Some proposed federal legislation would allow states and localities to impose flow restrictions. Those restrictions could reduce the volume of waste going to solid waste management facilities in certain areas, which may materially adversely affect our ability to operate our facilities. Those restrictions also may result in higher disposal costs for our collection operations. Flow control restrictions could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

Item 10 The nature and extent of the issuer’s facilities.

For purposes of this section, unless otherwise noted, references to the “Company” refer to The Sustainable Green Team, LTD and its wholly owned subsidiaries on a consolidated basis.

Principal Executive Offices

Currently the Company’s principal executive offices are located at 24-200 County Road 561, Astatula, FL 34705. The Company owns these premises, which are approximately 5,000 square feet. The premises are described more fully below (under “Astatula, Florida Site”). and are described below.

Astatula, Florida Site

The Astatula, Florida site is a 100-acre parcel of property located in Lake County, Astatula, Florida at 24200 CR 561. The Company initially entered into a purchase option on it that was contingent on receiving zoning approval for use as a storm debris and collection site. After a series of successful hearings without opposition, the City Council granted final zoning approval in January 2019. Most efforts of this nature are extremely time consuming because of significant opposition from the community. In this case however, there was a complete lack of opposition and the Company received quick approval from the City Council. Management of the Company saw this approval both as: i) an endorsement of its vision for the environmental solutions the Company offered to the community and ii) evidence of City Council’s enthusiastic acceptance of the Company’s plan of operations. After receiving approval from the City Council, the Company exercised its purchase option in December 2020, and now owns the property. With its prime location and 5,000 square foot building containing warehouse and office space, the 100-acre site is ideal for the Company’s purposes.

The Company has been using the site as its corporate headquarters since February 2021, after preparing the site to serve as its flagship tree debris collection site, mulch manufacturing facility, soil composting and production bagging site. In addition, the Company is using the property (which can accommodate millions of cubic yards of organic storm debris) for collection and storage of storm debris during hurricanes and other storms and for tree waste generated from the Company’s tree services operations. The site provides an opportunity for the Company to increase its revenues and earnings from disposal fees the Company collects from new Lake County customers and other tree service companies who pay for disposal. It also is another source of feedstock for the Company’s mulch operations.

Two Landfills of a National Waste Disposal Company

Prior to the addition to its 100 acre Astatula site, as management began expanding the Company’s business model, the Company entered into a collaborative agreement with a large, national waste disposal company that allows the Company to use two of its sites located at 242 West Keene Road, Apopka FL and 5400 Rex Drive, Winter Garden, Florida for collection and storage of tree debris collected in connection with its disaster recovery services as well as collection sites for its tree maintenance, hauling and disposal. In addition, the Company has been given the right to install and operate its mulch manufacturing and bagging equipment at these sites under very favorable lease terms. Logistically, the Company benefits from these locations which are optimally positioned for use in connection with its tree services operations. Further, the agreement allows the Company to execute on its mulch manufacturing, bagging and sales plans under a significantly expedited timeline with pre-approved zoning and at significantly lower costs. Both parties have expressed satisfaction with these arrangements. Management believes that this is in part due to the fact that, although both receive entirely different benefits, the benefits to each are quite important. For example, the Company is given the right to use tree debris that is generated from other parties as feedstock in its mulch manufacturing operations. The waste disposal company also benefits significantly. Although it is a common misconception that because wood is biodegradable it is also compostable. But in reality, wood and particularly large logs take many years to decompose. As such, by repurposing and removing the materials from these sites, the Company is solving a significant problem for its partner. Yard waste, and in particular, the large volume

of tree waste brought to landfills around the country each year is a real problem with which those managing them must contend and the Company's use of this material presents an ideal solution. In many ways, this is an ideal solution because not only does it decrease the burden on the landfills where they operate, it provides a sustainable alternative to other feedstock sourcing methods.

Beaver, Washington Sawmill

We expect to begin producing pine bark and marketable lumber at the Beaver mill in 2024.

Jasper, FL Sawmill

We expect to begin producing pine bark and marketable lumber at the Jasper mill in Q4 2022.

Mulch Manufacturing, Inc. Facilities

The below Apopka, FL, and Reynoldsburg, OH facilities are leased under customary industry terms and conditions. The rest of the facilities are owned. Of these owned facilities, all but Astatula are mortgaged.

Callahan, Florida

- ☐ 6 Bagging lines
- ☐ 100 Acres of storage
- ☐ Cypress, Pine, Colored & A-Grade, Softscape

Homerville, Georgia

- ☐ Cypress Sawmill & mulch production
- ☐ 3 Bagging lines
- ☐ 40 Acres of storage
- ☐ Cypress A & B grade, Chips, Softscape

Jacksonville, Florida (Colorant Plant)

- ☐ Production of mulch colorants
- ☐ Sale of mulch coloring machinery
- ☐ R & D division for new products

Jacksonville, Florida (Bagging Facility)

- ☐ Production & Bagging
- ☐ Mulch production, bagging & prepack
- ☐ Wood recycling collection site
- ☐ Retail sales

Apopka, Florida

- ☐ Full line of bagged and bulk mulch products
- ☐ Wood recycling collection site
- ☐ Retail sales

Astatula, Florida (same as Company's Corporate Headquarters)

- ☐ Full line of bagged and bulk mulch products
- ☐ 100 Acres of storage
- ☐ Wood recycling collection site

- ☐ Retail sales
- ☐ Central Florida Arborcare

Reynoldsburg, Ohio

- ☐ Sales and administrative offices

Equipment:

The Company uses a variety of heavy equipment from Boom (Cranes), Pickup and Bucket Trucks to Grinders, Front-end and Skid Steer Loaders and Bagging and Coloring Machines in its operations. The majority of the equipment used by the Company (and its operating subsidiaries) is owned outright by the Company, but the Company does lease or pledge as collateral certain equipment. The leases and secured promissory notes for such equipment contain terms that are customary in the industry(ies) that the Company and its subsidiaries operate in for such equipment.

Part D Management Structure and Financial Information

Item 11 Company Insiders (Officers, Directors, and Control Persons).

Please give a clear understanding of the identity of all the persons or entities that are involved in managing, controlling or advising the operations, business development and disclosure of the issuer, as well as the identity of any significant shareholders.

- A. Officers and Directors. In responding to this item, please provide the following information for each of the issuer's executive officers, directors, general partners, as of the date of this information statement:

All listed officers and director's business address is 24200 County RD 561, Astatula, FL 34705.

Anthony J Raynor

Mr. Raynor is the Founder of the Company and has been the President and CEO of the Company since April 2019. Since September 2017, he organized and founded National Storm Recovery, LLC. d/b/a Central Florida Arborcare, a wholly-owned subsidiary of the Company. Prior to September 2017, Mr. Raynor founded multiple successful tree and green waste recycling/processing facilities and services. From 2013 through 2017, Mr. Raynor served as partner of RSR. Mr. Raynor has over 25 years of entrepreneurship in the tree, green waste, storm recovery, and mulch industry. He has personally been responsible for 25 national storm recovery projects and managed over 100 million cubic yards of debris. Following its first year of operations of National Storm Recovery, LLC. d/b/a Central Florida Arborcare, Mr. Raynor continued to build the company's team of employees to manage the growing demand for the company's tree maintenance services. Since then, the company has seen major growth through strategic acquisitions such as the purchase of Mulch Manufacturing, Inc. in 2020. Mr. Raynor is known for dedication not only to the company but the employees and sustainable products. He is always looking for new ways to handle debris with the focus on sustainable solutions.

Mr. Raynor is compensated a year salary of one hundred and seventy-five thousand dollars. Furthermore, Mr. Raynor beneficially owns 38,524,500 shares of the Company's Common Stock and 90 shares of Preferred Series A Stock.

Joshua R. Wethington

Mr. Wethington was appointed as our Chief Financial Officer in January 2023. He has over twenty-five years of financial, operational, and executive management experience. Mr. Wethington, served as Vice President of Finance, CFO and Treasurer of Hair Club for Men, a hair restoration provider from December 2019

through July, 2022. Mr. Wethington previously served as Vice President and Chief Financial Officer for the North America division of Elizabeth Arden/Revlon Inc., an international skin care and fragrance company between March 2018 and September 2019 and in various financial roles of increasing responsibility with that company between March 2000 and September 2019. Mr. Wethington received a Master of Business Administration from the University of Miami and a Bachelor of Science Degree in Finance from Florida State University.

Mr. Wethington is compensated a year salary of two hundred and- fifty thousand dollars. Furthermore, Mr. Wethington beneficially owns 63,181 shares of the Company's Common Stock.

Brian Meier

Mr. Meier became the Company's Chief Operating Officer in December 2021 and has served Mulch Manufacturing as the manager of its sawmill in Homerville, GA since November 2009. During this time, he managed sales, production and raw material procurement. He was instrumental in designing and implementing upgrades to the facility, resulting in increased sales and profit margins. Mr. Meier also managed the Kempfer Sawmill in St Cloud, FL, from 1993 to 1999 where he was responsible for its sales, procurement, accounting, human resources and safety programs. He was essential in the design and construction of a new sawmill for Kempfer in 2005. From 1989 to 1993, Mr. Meier handled purchasing at Universal Forest Products in Moultrie, GA. From 1987 to 1989, he represented Georgia Pacific in the sale of its products out of their Claxton, GA sawmill. Mr. Meier's diverse background in all facets of the wood products industry enables him to integrate operations, sales, and finance. He has demonstrated his ability to enhance a company's performance by motivating personnel while providing effective solutions resulting in maximized profits. Mr. Meier graduated from Georgia Southern University with a BA in finance in 1987. He has been a functioning member of the Southern Cypress Manufacturers Association since 2000 and served as its President in 2016. He has also served as an Elder in his local church for over 10 years.

Mr. Meier is compensated a year salary of one hundred and- fifty thousand dollars. Furthermore, Mr. Meier beneficially owns 500 shares of the Company's Common Stock.

Bradford B. Baker

Mr. Baker was appointed to our board of directors in December 2022. From 1997 to 2000 and from 2008 to present, he has been a member of the board of directors of Odyssey Marine Exploration Inc., a deep-ocean mineral resource exploration company where he has served as the Chairman of the Board since January 2012 and Chairman of the Audit Committee from 2009 to the present. He also serves on its Governance Committee and Compensation Committee. Since 1996, Mr. Baker has been the Chief Executive Officer of Myakka Crossings, Inc., a developer of affordable single-family homes in Kansas City, Kansas. From 2018 to 2019, Mr. Baker was the Deputy Secretary of the Kansas Department of Commerce where he was responsible for economic development in opportunity zones in the state of Kansas. From 2004 to 2012, Mr. Baker served as Chief Executive Officer of Nexus Biometrics, Inc., a fingerprint biometric company he founded in 2004. He is also President of Bramar Developers, Inc., a real estate development company that he founded in 1998. He was appointed a White House Fellow by President Ronald Reagan in 1988, was past Secretary of the Resolution Trust Corporation Oversight Board in 1989 and served as Executive Director of the Florida Housing Finance Corporation from 1999 to 2000. He previously held senior executive positions with Comcast Cable from 1994 to 1997 and Sterling Financial, Inc. from 2000 to 2002, and served as a Director and as Chairman of the Audit Committee of Dobi Medical International, Inc. from 2003 through 2007 when it was a U.S. publicly reporting company. He holds a B.S. degree in Business Administration from Nova University.

The Board recognizes that Mr. Baker, as past chief executive officer of a public company, has extensive experience as a senior executive with emphasis in management, operations and finance. His financial expertise and extensive not-for-profit board experience qualifies him as our "audit committee financial expert." Prior to 2003, Mr. Baker served three public companies as a director and as chairman of both Audit and Compensation Committees. He received a presidential appointment, and through his work at the White House, he developed an extensive understanding of government processes and international relations. Mr. Baker's executive leadership roles, board experience and government background provide the Board with

insight into best practices of public companies and well-qualifies him as a member of the board of directors and chairman of our audit committee.

Mr. Baker is compensated a cash fee of sixty thousand dollars. Furthermore, Mr. Baker beneficially owns 1,636 shares of the Company's Common Stock.

Colleen McAleer

Ms. McAleer was appointed to our board of directors in December 2022. She has over 30 years of broad executive experience, ranging from military service to commercial real estate, non-profits and governance. Currently Ms. McAleer leads the Executive Director of the Clallam County Economic Development Council and serves as a Commissioner at the Port of Port Angeles. Colleen brings a unique range of skills, knowledge and talent to a diverse set of responsibilities. Colleen is an acknowledged expert at team leadership and brings a wealth of knowledge and determination to every endeavor that she undertakes. Since May 2019, Ms. McAleer has served as the Executive Director of the Clallam County Economic Development Council which is responsible for defining strategies and programs to improve the economic conditions of Clallam County, Washington. From August 2015 to April 2019, she ran the Washington Business Alliance in Seattle where she led the organization and was involved in securing funding to support vocational training needs for kids in the classroom. Since 2014, Ms. McAleer has been a commissioner at the Port of Port Angeles. From 2003 until 2013, Ms. McAleer owned and operated a commercial real estate brokerage firm in Clallam County Washington. From 1989 to 1998, she served in the U.S. Army as a helicopter and fixed wing pilot and as a military intelligence officer and is a decorated combat veteran of Desert Storm. Ms. McAleer holds a B. S. degree in Computer Science from Florida Institute of Technology, has received training at the U.S. Army Aviation Flight School and is a graduate of the U.S. Military Intelligence Advance Course.

The Board recognizes that Ms. McAleer has extensive experience as a senior executive with emphasis in management, operations, and finance. Ms. McAleer's executive leadership roles, experience as Commissioner at the Port of Port Angeles, business experience and government background provide the Board with insight into operational best practices and well-qualifies her as a member of the board of directors and our audit committee.

Ms. McAleer is compensated a cash fee of sixty thousand dollars. Furthermore, Ms. McAleer beneficially owns 1,636 shares of the Company's Common Stock.

- B. Other Control Persons. In responding to this item, please provide the following information for all persons beneficially owning more than five percent (5%) of any class of the issuer's equity securities as of the date of this information statement. Do not include Officers or Directors previously listed.

Anthony J Raynor

Mr. Raynor is located in Clermont, FL and beneficially owns 38,524,500 shares of the Company's Common Stock and 90 shares of the Company's Preferred A Stock.

VRM Global Holdings PTY, Ltd. ("VRM")

VRM is located in Australia and beneficially owns 6,500,000 shares of the Company's Common Stock with Kevin Michael Bellamy having the sole dispositive power over the shares.

John Spencer

Mr. Spencer is located in Columbus, OH and beneficially owns 6,000,000 shares of the Company's Common Stock.

Leslie Schultz

Mr. Schultz is located in Rancho Sante Fr, CA and beneficially owns 5,000,000 shares of the Company's Common Stock.

Thistle Investment, LLC. ("Thistle")

Thistle is located in Aurora, CO and beneficially owns 3,860,000 shares of the Company's Common Stock with Jodi Stevens having the sole dispositive power over the shares.

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

None
2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

None
3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

None
4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

None

C. Disclosure of Family Relationships. Describe any family relationships⁷ among and between the issuer's directors, officers, persons nominated or chosen by the issuer to become directors or officers, or beneficial owners of more than five percent (5%) of the any class of the issuer's equity securities.

N/A

D. Disclosure of Related Party Transactions. Describe any transaction during the issuer's last two full fiscal years and the current fiscal year or any currently proposed transaction, involving the issuer, in which (i) the amount involved exceeds the lesser of \$120,000 or one percent of the average of the issuer's total assets at year-end for its last three fiscal years and (ii) any related person had or will have a direct or indirect material interest. Disclose the following information regarding the transaction:

1. The name of the related person and the basis on which the person is related to the issuer;

John Spencer, owner of MM from the Mulch Acquisition, currently the manager of the acquired

entity now wholly owned subsidiary.

Victor Spangler, owner of DDP acquired on December 30, 2021, currently the manager of the acquired entity now wholly owned subsidiary.

Kevin Michael Bellamy, owner of VRM Global from the VRM Sublicence Amendment.

2. The related person's interest in the transaction;

John Spencer beneficially owns 6,000,000 shares of the Company's Common Stock and is manages MM.

Victor Spencer beneficially owns 200,000 shares of the Company's Common Stock and manages DDP.

Kevin Michael Bellamy has the sole dispositive power over the 6,500,000 share of Common Stock VRM Global beneficially owns. Mr. Bellamy assists and supplies the Company on manufacturing Humisoil®.

3. The approximate dollar value involved in the transaction (in the case of indebtedness, disclose the largest aggregate amount of principal outstanding during the time period for which disclosure is required, the amount thereof outstanding as of the latest practicable date, the amount of principal and interest paid during the time period for which disclosure is required, and the rate or amount of interest payable on the indebtedness);

Mulch Acquisition, see NOTE 4 – ACQUISITIONS under “Mulch Manufacturing, Inc. Acquisition” in the Company's Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

DDP, see Note 4 – ACQUISITION under “Day Dreamer Productions LLC Acquisition” in the Company's Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

VRM Sublicense Amendment, see Intangible Assets in the Company's Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

4. The approximate dollar value of the related person's interest in the transaction; and

Mulch Acquisition, see NOTE 4 – ACQUISITIONS under “Mulch Manufacturing, Inc. Acquisition” in the Company's Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

DDP, see Note 4 – ACQUISITION under “Day Dreamer Productions LLC Acquisition” in the Company's Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

VRM Sublicense Amendment, see Intangible Assets in the Company's Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

5. Any other information regarding the transaction or the related person in the context of the transaction that is material to investors in light of the circumstances of the particular transaction.

N/A

Instruction to paragraph D of Item 11:

1. *For the purposes of paragraph D of this Item 11, the term “related person” means any director, executive officer, nominee for director, or beneficial owner of more than five percent (5%) of any class of the issuer’s equity securities, immediate family members⁸ of any such person, and any person (other than a tenant or employee) sharing the household of any such person.*

N/A

2. *For the purposes of paragraph D of this Item 11, a “transaction” includes, but is not limited to, any financial transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships.*

N/A

⁷

The term “family relationship” means any relationship by blood, marriage or adoption, not more remote than first cousin.

⁸

“Immediate family members” means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

3. *The “amount involved in the transaction” shall be computed by determining the dollar value of the amount involved in the transaction in question, which shall include:*
 - a. *In the case of any lease or other transaction providing for periodic payments or installments, the aggregate amount of all periodic payments or installments due on or after the beginning of the issuer’s last fiscal year, including any required or optional payments due during or at the conclusion of the lease or other transaction providing for periodic payments or installments; and*
- See NOTE 3 – FINANCIAL STATEMENTS, “Sale/Leaseback” in the Company’s Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.
- b. *In the case of indebtedness, the largest aggregate amount of all indebtedness outstanding at any time since the beginning of the issuer’s last fiscal year and all amounts of interest payable on it during the last fiscal year.*

See NOTE 3 – FINANCIAL STATEMENTS, “Notes Payable” in the Company’s Consolidated Financial Statements and Notes, attached to the bottom of this disclosure..

4. *In the case of a transaction involving indebtedness:*
 - a. *The following items of indebtedness may be excluded from the calculation of the amount of indebtedness and need not be disclosed: amounts due from the related person for purchases of goods and services subject to usual trade terms, for ordinary business travel and expense payments and for other transactions in the ordinary course of business; and*

N/A

- b. *Disclosure need not be provided of any indebtedness transaction for beneficial owners of more than five percent (5%) of any class of the issuer’s equity securities or such person’s family members.*

N/A

5. *Disclosure of an employment relationship or transaction involving an executive officer and any related compensation solely resulting from that employment relationship or transaction need not be provided. Disclosure of compensation to a director also need not be provided.*

N/A

6. *A person who has a position or relationship with a firm, corporation, or other entity that engages in a transaction with the issuer shall not be deemed to have an indirect material interest for purposes of paragraph D of this Item 11 where:*

a. The interest arises only:

i. From such person's position as a director of another corporation or organization that is a party to the transaction; or

N/A

ii. From the direct or indirect ownership by such person and all other related persons, in the aggregate, of less than a ten percent (10%) equity interest in another entity (other than a partnership) which is a party to the transaction; or

N/A

iii. From both such position and ownership; or

N/A

b. The interest arises only from such person's position as a limited partner in a partnership in which the person and all other related persons have an interest of less than ten percent (10%), and the person is not a general partner of and does not hold another position in the partnership.

N/A

7. *Disclosure need not be provided pursuant to paragraph D of this Item 11 if:*

a. The transaction is one where the rates or charges involved in the transaction are determined by competitive bids, or the transaction involves the rendering of services as a common or contract carrier, or public utility, at rates or charges fixed in conformity with law or governmental authority;

N/A

b. The transaction involves services as a bank depository of funds, transfer agent, registrar, trustee under a trust indenture, or similar services; or

N/A

- c. *The interest of the related person arises solely from the ownership of a class of equity securities of the issuer and all holders of that class of equity securities of the issuer received the same benefit on a pro rata basis.*

N/A

8. *Include information for any material underwriting discounts and commissions upon the sale of securities by the issuer where any of the specified persons was or is to be a principal underwriter or is a controlling person or member of a firm that was or is to be a principal underwriter.*

N/A

- E. Disclosure of Conflicts of Interest. Describe any conflicts of interest. Describe the circumstances, parties involved and mitigating factors for any executive officer or director with competing professional or personal interests.

N/A

Item 12 Financial information for the issuer's most recent fiscal period.

Instruction to Item 12: The issuer shall post the financial statements required by this Item 12 through www.OTCIQ.com under the appropriate report name for the applicable period end. (If the financial statements relate to a fiscal year end, publish it as an “*Annual Report*,” or if the financial statements relate to a quarter end, publish it as a “*Quarterly Report*” or “*Interim Financial Report*”) **The issuer must state in its disclosure statement that such financial statements are incorporated by reference.** The issuer must also (i) provide a list in the disclosure statement describing the financial statements that are incorporated by reference, (ii) clearly explain where the incorporated documents can be found, and (iii) provide a clear cross-reference to the specific location where the information requested by this Item 12 can be found in the incorporated documents.

The issuer shall provide the following financial statements for the most recent fiscal period (whether fiscal quarter or fiscal year).

- 1) balance sheet;
See the Company's Consolidated Financial Statements and Notes section, attached to the bottom of this disclosure.
- 2) statement of income;
See the Company's Consolidated Financial Statements and Notes section, attached to the bottom of this disclosure.
- 3) statement of cash flows;
See the Company's Consolidated Financial Statements and Notes section, attached to the bottom of this disclosure.
- 4) statement of changes in stockholders' equity (for Annual Reports only);
N/A
- 5) financial notes; and,
See the Company's Consolidated Financial Statements and Notes section, attached to the bottom of this disclosure.

6) audit letter, if period ending is fiscal year

N/A

The financial statements requested pursuant to this item shall be prepared in accordance with generally accepted accounting principles (U.S. GAAP or IFRS, as applicable) by persons with sufficient financial skills.

Information contained in annual financial statements will not be considered current more than 90 days after the end of the issuer's fiscal year immediately following the fiscal year for which such statements are provided, or with respect to quarterly financial statements, more than 45 days after the end of the quarter immediately following the quarter for which such statements are provided.

Additionally, if the issuer is an insurance company, the issuer shall also post its most recent **"Insurance Company Annual Regulatory Statement"** required to be filed with the Commissioner of Insurance (or other officer or agency performing a similar function) of its domiciliary state, per section 12(g)(2)(G)(i) of the Securities Exchange Act of 1934. This statement shall be posted through www.OTCIQ.com. -

Item 13 Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

Please provide the financial statements described in Item 12 above for the issuer's two preceding fiscal years.

Instruction to Item 13: The issuer shall either (i) attach the financial statements required by this Item 13 to its initial disclosure or (ii) post such financial statements through www.OTCIQ.com as a separate report under the name of *"Annual Report"* for the applicable fiscal year end. **The issuer must state in its disclosure statement that such financial statements are incorporated by reference.** The issuer must also (x) provide a list in the disclosure statement describing the financial statements that are incorporated by reference, (y) clearly explain where the incorporated documents can be found, and (z) provide a clear cross-reference to the specific location where the information requested by this Item 13 can be found in the incorporated documents.

Our fiscal year ended December 31, 2022 can be found on the Company's OTC Markets' website under the Disclosure tab, uploaded April 17, 2023 under, "Annual Report - Fiscal Year 2022".

Our fiscal year ended January 1, 2022 can be found on the Company's OTC Markets' website under the Disclosure tab, uploaded March 31, 2022 under, "Annual Report - Disclosure Statement" and "Annual Report - Financial Statement".

Item 14 The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:

1. Investment Banker

None

2. Promoter

None

3. Securities Counsel

The Company's securities counsel is: Jessica Haggard, Esq. The securities counsel's address is 625 N. Flagler Drive, Set 600, West Palm Beach, FL 33401, its telephone number is (561) 514-0936 and email is jhaggard@anthonypllc.com.

4. Accountant or Auditor

The Company's auditor is: Benjamin Borgers, CPA from BF Borgers. CPA, PC. The auditor's address is 5400 WestCedar Avenue, Lakewood, CO 80226, its phone number is (303) 514-0936 and email is ben@bfbcpa.com.

5. Public Relations Consultant

None

6. Investor Relations Consultant

None

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement - the information shall include the name, address, telephone number and email address of each advisor.

None

Item 15 Management's Discussion and Analysis or Plan of Operation.

Instructions to Item 15

Issuers that have not had revenues from operations in each of the last two fiscal years, or the last fiscal year and any interim period in the current fiscal year for which financial statements are furnished in the disclosure statement, shall provide the information in paragraphs A and C of this item. All other issuers shall provide the information in paragraphs B and C of this item.

The discussion and analysis shall focus specifically on material events and uncertainties known to management that would cause reported financial information not to be necessarily indicative of future operating results or of future financial condition.

Issuers are not required to supply forward-looking information. This is distinguished from presently known data that will impact upon future operating results, such as known future increases in costs of labor or materials. This latter data may be required to be disclosed.

A. Plan of Operation.

1. Describe the issuer's plan of operation for the next twelve months. This description should include such matters as:

- i. a discussion of how long the issuer can satisfy its cash requirements and whether it will have to raise additional funds in the next twelve months;

See NOTE 3- FINANCIAL STATEMENTS, "Cash" in the Company's Consolidated Financial Statements and Notes section.

- ii. a summary of any product research and development that the issuer will perform

for the term of the plan;

N/A

- iii. any expected purchase or sale of plant and significant equipment; and

See NOTE 3- FINANCIAL STATEMENTS, “Sale/Leaseback” in the Company’s Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

- iv. any expected significant changes in the number of employees.

See Item 8 The nature of the issue’s business, B. Business of Issuer, number 8 in the Company’s Disclosure, attached to the bottom of this disclosure.

B. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

1. *Full fiscal years.* Discuss the issuer's financial condition, changes in financial condition and results of operations for each of the last two fiscal years. This discussion should address the past and future financial condition and results of operation of the issuer, with particular emphasis on the prospects for the future. The discussion should also address those key variable and other qualitative and quantitative factors that are necessary to an understanding and evaluation of the issuer. If material, the issuer should disclose the following:

- i. Any known trends, events or uncertainties that have or are reasonably likely to have a material impact on the issuer's short-term or long-term liquidity;

See NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, “Use of Estimates” in the Company’s Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

- ii. Internal and external sources of liquidity;

See NOTE 3- FINANCIAL STATEMENTS, “Cash Flow and Equity Summary” in the Company’s Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

- iii. Any material commitments for capital expenditures and the expected sources of funds for such expenditures;

See NOTE 3- FINANCIAL STATEMENTS, “Property and Equipment” in the Company’s Consolidated Financial Statements and Notes , attached to the bottom of this disclosure.

- iv. Any known trends, events or uncertainties that have had or that are reasonably expected to have a material impact on the net sales or revenues or income from continuing operations;

See Financial Statements and Notes, attached to the bottom of this disclosure.

- v. Any significant elements of income or loss that do not arise from the issuer's continuing operations;

See Financial Statements and Notes, attached to the bottom of this disclosure.

- vi. The causes for any material changes from period to period in one or more line items of the issuer's financial statements; and

See Financial Statements and Notes, attached to the bottom of this disclosure.

- vii. Any seasonal aspects that had a material effect on the financial condition or results of operation.

See NOTE 1 – ORGANIZATION AND BUSINESS OPERATIONS, “Seasonality and Weather Conditions” in the Company’s Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

- 2. *Interim Periods.* Provide a comparable discussion that will enable the reader to assess material changes in financial condition and results of operations since the end of the last fiscal year and for the comparable interim period in the preceding year.

See NOTE 1 – ORGANIZATION AND BUSINESS OPERATIONS, “Corporate History” in the Company’s Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

C. Off-Balance Sheet Arrangements.

- 1. In a separately-captioned section, discuss the issuer’s off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on the issuer’s financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors. The disclosure shall include the items specified in paragraphs C(1)(i), (ii), (iii) and (iv) of this Item 15 to the extent necessary to an understanding of such arrangements and effect and shall also include such other information that the issuer believes is necessary for such an understanding.
 - i. The nature and business purpose to the issuer of such off-balance sheet arrangements;

See Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.
 - ii. The importance to the issuer of such off-balance sheet arrangements in respect of its liquidity, capital resources, market risk support, credit risk support or other benefits;

See Financial Statements and Notes, attached to the bottom of this disclosure.
 - iii. The amounts of revenues, expenses and cash flows of the issuer arising from such arrangements; the nature and amounts of any interests retained, securities issued and other indebtedness incurred by the issuer in connection with such arrangements; and the nature and amounts of any other obligations or liabilities (including contingent obligations or liabilities) of the issuer arising from such arrangements that are or are reasonably likely to become material and the triggering events or circumstances that could cause them to arise; and

See NOTE 3- FINANCIAL STATEMENTS, in the Company's Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

- iv. Any known event, demand, commitment, trend or uncertainty that will result in or is reasonably likely to result in the termination, or material reduction in availability to the issuer, of its off-balance sheet arrangements that provide material benefits to it, and the course of action that the issuer has taken or proposes to take in response to any such circumstances.

See NOTE 5 – COMMITMENTS AND CONTINGENCIES, in the Company's Consolidated Financial Statements and Notes, attached to the bottom of this disclosure.

- 2. As used in paragraph C of this Item 15, the term off-balance sheet arrangement means any transaction, agreement or other contractual arrangement to which an entity unconsolidated with the issuer is a party, under which the issuer has:

- i. Any obligation under a guarantee contract that has any of the characteristics identified in Financial Accounting Standards Board("FASB") Accounting Standards Codification ("ASC") Topic 460- 10, Guarantees; formerly FIN 45;

See Financial Statements and Notes, attached to the bottom of this disclosure.

- ii. A retained or contingent interest in assets transferred to an unconsolidated entity or similar arrangement that serves as credit, liquidity or market risk support to such entity for such assets;

See Financial Statements and Notes, attached to the bottom of this disclosure.

- iii. Any obligation, including a contingent obligation, under a contract that would be accounted for as a derivative instrument, except that it is both indexed to the issuer's own stock and classified in stockholders' equity in the issuer's statement of financial position, and therefore excluded from the scope of FASB ASC 815, Derivatives and hedging; formerly FAS 133; or

See Financial Statements and Notes, attached to the bottom of this disclosure.

- iv. Any obligation, including a contingent obligation, arising out of a variable interest (as referenced in FASB ASC 810, Consolidation; formerly FIN 46R) in an unconsolidated entity that is held by, and material to, the issuer, where such entity provides financing, liquidity, market risk or credit risk support to, or engages in leasing, hedging or research and development services with, the issuer.

See Financial Statements and Notes, attached to the bottom of this disclosure.

Instructions to paragraph C of Item 15

- i. No obligation to make disclosure under paragraph C of this Item 15 shall arise in respect of an off-balance sheet arrangement until a definitive agreement that is unconditionally binding or subject only to customary closing conditions exists or, if there is no such agreement, when settlement of the transaction occurs.

See Financial Statements and Notes, attached to the bottom of this disclosure.

- ii. Issuers should aggregate off-balance sheet arrangements in groups or categories that provide material information in an efficient and understandable manner and should avoid repetition and disclosure of immaterial information. Effects that are common or similar with respect to a number of off-balance sheet arrangements must be analyzed in the aggregate to the extent the aggregation increases understanding. Distinctions in arrangements and their effects must be discussed to the extent the information is material, but the discussion should avoid repetition and disclosure of immaterial information.

See Financial Statements and Notes, attached to the bottom of this disclosure.

- iii. For purposes of paragraph C of this Item 15 only, contingent liabilities arising out of litigation, arbitration or regulatory actions are not considered to be off-balance sheet arrangements.

See Financial Statements and Notes, attached to the bottom of this disclosure.

- iv. Generally, the disclosure required by paragraph C of this Item 15 shall cover the most recent fiscal year. However, the discussion should address changes from the previous year where such discussion is necessary to an understanding of the disclosure.

See Financial Statements and Notes, attached to the bottom of this disclosure.

In satisfying the requirements of paragraph C of this Item 15, the discussion of off-balance sheet arrangements need not repeat information provided in the footnotes to the financial statements, provided that such discussion clearly cross-references to specific information in the relevant footnotes and integrates the substance of the footnotes into such discussion in a manner designed to inform readers of the significance of the information that is not included within the body of such discussion.

Part E Issuance History

Item 16 List of securities offerings and shares issued for services in the past two years.

Shares Outstanding as of Second Most Recent Fiscal Year End: <u>Opening Balance</u> Date <u>December 31, 2022</u> Common: <u>74,631,743</u> Preferred: <u>90</u>			*Right-click the rows below and select "Insert" to add rows as needed.						
Date of Transaction	Transaction type (e.g., new issuance, cancellation, shares returned to treasury)	Number of Shares Issued (or cancelled)	Class of Securities	Value of shares issued (\$/per share) at Issuance	Were the shares issued at a discount to market price at the time of issuance? (Yes/No)	Individual/ Entity Shares were issued to. *You must disclose the control person(s) for any entities listed.	Reason for share issuance (e.g. for cash or debt conversion) -OR- Nature of Services Provided	Restricted or Unrestricted as of this filing.	Exemption or Registration Type.
<u>1/13/2021</u>	<u>New Issuance</u>	<u>300,000</u>	<u>Common Stock</u>	<u>\$1.06</u>	<u>No</u>	<u>Kent Hamill & Cathy Hamill</u>	<u>Prior Year Loan Incentive</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>3/5/2021</u>	<u>New Issuance</u>	<u>25,000</u>	<u>Common Stock</u>	<u>\$1.15</u>	<u>No</u>	<u>John Schultz</u>	<u>Bonus for Managerial Services for the Company</u>	<u>Restricted</u>	<u>4(a)2</u>

8/26/2021	New Issuance	6,000,000	Common Stock	\$0.62	Yes	John Spencer	Debt conversion	Restricted	4(a)2
10/4/21	New Issuance	125,000	Common Stock	\$0.75	Yes	First Apex International Inc ¹	Compensation for Investor Relation Services	Restricted	4(a)2
10/15/21	Cancellation	(8,797,800)	Common Stock	\$0.15	No	Ralph Spencer	10/11/21 Settlement Agreement	Restricted	4(a)2
10/22/21	New Issuance	300,000	Common Stock	\$0.75	Yes	Charles & Lisa Roberts	Subscription	Restricted	4(a)2
10/22/21	New Issuance	1,000,000	Common Stock	\$0.75	Yes	Leslie Schultz	Subscription	Restricted	4(a)2
10/22/21	New Issuance	133,333	Common Stock	\$0.75	Yes	Todd Hoepker Revocable Trust ²	Subscription	Restricted	4(a)2
11/15/21	Cancellation	(1,300,092)	Common Stock	\$0.15	Yes	Ralph Spencer	10/11/21 Settlement Agreement	Restricted	4(a)2
11/29/21	New Issuance	800,000	Common Stock	\$0.75	Yes	Charles & Lisa Roberts	Subscription	Restricted	4(a)2
11/29/21	New Issuance	66,667	Common Stock	\$0.75	Yes	Christopher Lahiji	Subscription	Restricted	4(a)2
11/29/21	New Issuance	2,000,000	Common Stock	\$0.75	Yes	Leslie Schultz	Subscription	Restricted	4(a)2
11/29/21	New Issuance	100,000	Common Stock	\$0.75	Yes	Philip Simeone	Subscription	Restricted	4(a)2
11/29/21	New Issuance	66,667	Common Stock	\$0.75	Yes	Quick Capital, LLC ³	Subscription	Restricted	4(a)2
11/29/21	New Issuance	106,670	Common Stock	\$0.75	Yes	Ryan Nilsen	Subscription	Restricted	4(a)2
11/29/21	New Issuance	66,667	Common Stock	\$0.75	Yes	Ryan Polk	Subscription	Restricted	4(a)2
12/2/21	New Issuance	1,000,000	Common Stock	\$0.75	Yes	Leslie Schultz	Subscription	Restricted	4(a)2
12/15/21	Cancellation	(1,300,092)	Common Stock	\$0.15	Yes	Ralph Spencer	10/11/21 Settlement Agreement	Restricted	4(a)2
12/30/21	New Issuance	200,000	Common Stock	\$1.12	Yes	Victor Spangler	Day Dreamer Production Acquisition	Restricted	4(a)2
12/31/21	New Issuance	400,000	Common Stock	\$9.24	Yes	Charles Lepinski	Equipment Purchase	Restricted	4(a)2
1/18/22	New Issuance	266,667	Common Stock	\$0.75	Yes	Todd Hoepker Revocable Trust ²	Subscription	Restricted	4(a)2
1/19/22	Cancellation	(1,300,092)	Common Stock	\$0.15	Yes	Ralph Spencer	10/11/21 Settlement Agreement	Restricted	4(a)2
1/21/22	New Issuance	200,000	Common Stock	\$0.75	Yes	Charles & Lisa Roberts	Subscription	Restricted	4(a)2
2/17/22	Cancellation	(1,300,092)	Common Stock	\$0.15	Yes	Ralph Spencer	10/11/21 Settlement Agreement	Restricted	4(a)2
3/15/22	Cancellation	(1,300,092)	Common Stock	\$0.15	Yes	Ralph Spencer	10/11/21 Settlement Agreement	Restricted	4(a)2

<u>3/23/2022</u>	<u>New Issuance</u>	<u>1,000,000</u>	<u>Common Stock</u>	<u>\$0.75</u>	<u>Yes</u>	<u>Leslie Schultz</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>04/15/22</u>	<u>Cancellation</u>	<u>(1,300,092)</u>	<u>Common Stock</u>	<u>\$0.15</u>	<u>Yes</u>	<u>Ralph Spencer</u>	<u>10/11/21 Settlement Agreement</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>04/18/22</u>	<u>New Issuance</u>	<u>266,667</u>	<u>Common Stock</u>	<u>\$0.75</u>	<u>Yes</u>	<u>Todd Hoepker Revocable Trust²</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>05/12/22</u>	<u>Cancellation</u>	<u>(1,300,092)</u>	<u>Common Stock</u>	<u>\$0.15</u>	<u>Yes</u>	<u>Ralph Spencer</u>	<u>10/11/21 Settlement Agreement</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>08/15/22</u>	<u>New Issuance</u>	<u>500,000</u>	<u>Common Stock</u>	<u>\$3.00</u>	<u>No</u>	<u>VRM Global Holdings PTY LTD⁴</u>	<u>Compensation for Licensing Agreement</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>10/05/22</u>	<u>New Issuance</u>	<u>3,500,000</u>	<u>Common Stock</u>	<u>\$2.05</u>	<u>No</u>	<u>Accel Media International, Inc.⁵</u>	<u>Compensation for Marketing Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>10/05/22</u>	<u>New Issuance</u>	<u>30,000</u>	<u>Common Stock</u>	<u>\$2.05</u>	<u>No</u>	<u>PCG Advisory, Inc.⁶</u>	<u>Compensation for PR Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>10/12/22</u>	<u>New Issuance</u>	<u>6,000,000</u>	<u>Common Stock</u>	<u>\$2.40</u>	<u>No</u>	<u>VRM Global Holdings PTY LTD⁴</u>	<u>Compensation for Licensing Agreement</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>10/13/22</u>	<u>New Issuance</u>	<u>200,000</u>	<u>Common Stock</u>	<u>\$0.50</u>	<u>No</u>	<u>Todd Michael Hoepker Revocable Trust²</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>11/07/22</u>	<u>New Issuance</u>	<u>100,000</u>	<u>Common Stock</u>	<u>\$1.00</u>	<u>Yes</u>	<u>Proacvtive Capital Partners LP⁷</u>	<u>Warrant Option</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>11/07/22</u>	<u>New Issuance</u>	<u>100,000</u>	<u>Common Stock</u>	<u>\$1.00</u>	<u>Yes</u>	<u>Accel Media International, Inc.⁵</u>	<u>Warrant Option</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>11/21/22</u>	<u>New Issuance</u>	<u>25,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>David C Newingham</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>11/23/22</u>	<u>New Issuance</u>	<u>25,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Louis Brinisi & Marry Anne Brindisi JT Ten</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/02/22</u>	<u>New Issuance</u>	<u>25,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Stanton C Hawthorne & Sherri J Hawthorne</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/02/22</u>	<u>New Issuance</u>	<u>100,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Michael Ray Spradlin</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/02/22</u>	<u>New Issuance</u>	<u>50,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Darin & LLisa Brindisi JT Ten</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/13/22</u>	<u>New Issuance</u>	<u>25,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Roger Lee Kunau & Cindy Lynn Mackinnon</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/13/22</u>	<u>New Issuance</u>	<u>50,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>John Voss</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/22/22</u>	<u>New Issuance</u>	<u>50,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Dean Pappas</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/22/22</u>	<u>New Issuance</u>	<u>25,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Douglas Cernek</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/22/22</u>	<u>New Issuance</u>	<u>50,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Thomas West</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/22/22</u>	<u>New Issuance</u>	<u>100,000</u>	<u>Common Stock</u>	<u>\$1.00</u>	<u>Yes</u>	<u>Evan Greenberg</u>	<u>Warrant Option</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/22/22</u>	<u>New Issuance</u>	<u>35,000</u>	<u>Common Stock</u>	<u>\$2.00</u>	<u>Yes</u>	<u>Shari & Richard Mackinnin JT TE</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>

<u>12/23/22</u>	<u>New Issuance</u>	<u>50,000</u>	<u>Common Stock</u>	<u>\$1.00</u>	<u>Yes</u>	<u>Rose Petals Realty, LLC.⁸</u>	<u>Warrant Option</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>12/27/22</u>	<u>Cancellation</u>	<u>(22,101,556)</u>	<u>Common Stock</u>	<u>\$0.15</u>	<u>Yes</u>	<u>Ralph Spencer</u>	<u>12/13/22 Settlement Agreement</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>1/01/23</u>	<u>New Issuance</u>	<u>1,636</u>	<u>Common Stock</u>	<u>\$6.24</u>	<u>Yes</u>	<u>Bradford Baker Revocable Trust</u>	<u>Compensation for Independent Board of Director Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>1/01/23</u>	<u>New Issuance</u>	<u>1,636</u>	<u>Common Stock</u>	<u>\$6.24</u>	<u>Yes</u>	<u>Colleen M McAleer</u>	<u>Compensation for Independent Board of Director Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>1/01/23</u>	<u>New Issuance</u>	<u>1,603</u>	<u>Common Stock</u>	<u>\$6.24</u>	<u>Yes</u>	<u>Ned L. Siegel</u>	<u>Compensation for Independent Board of Director Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>1/04/2023</u>	<u>New Issuance</u>	<u>250,000</u>	<u>Common Stock</u>	<u>\$1.00</u>	<u>Yes</u>	<u>Tiger Trout Capital Puerto Rico LLC.⁹</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>1/30/23</u>	<u>New Issuance</u>	<u>13,181</u>	<u>Common Stock</u>	<u>0.0001</u>	<u>Yes</u>	<u>Joshua Wethington</u>	<u>CFO Employment Agreement Compensation</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>3/02/23</u>	<u>New Issuance</u>	<u>4,538</u>	<u>Common Stock</u>	<u>\$2.02</u>	<u>Yes</u>	<u>Ned L Siegel</u>	<u>Compensation for Independent Board of Director Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>3/08/23</u>	<u>New Issuance</u>	<u>75,000</u>	<u>Common Stock</u>	<u>\$1.00</u>	<u>Yes</u>	<u>Kevin Myers & Minera Myers JT Ten</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>3/08/23</u>	<u>New Issuance</u>	<u>100,000</u>	<u>Common Stock</u>	<u>\$1.00</u>	<u>Yes</u>	<u>Todd Michael Hoepker Revocable Trust</u>	<u>Subscription</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>3/21/23</u>	<u>New Issuance</u>	<u>33</u>	<u>Common Stock</u>	<u>0.0001</u>	<u>Yes</u>	<u>Bradford Baker Revocable Trust</u>	<u>Compensation for Independent Board of Director Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>3/21/23</u>	<u>New Issuance</u>	<u>33</u>	<u>Common Stock</u>	<u>0.0001</u>	<u>Yes</u>	<u>Colleen M McAleer</u>	<u>Compensation for Independent Board of Director Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>3/21/23</u>	<u>New Issuance</u>	<u>33</u>	<u>Common Stock</u>	<u>0.0001</u>	<u>Yes</u>	<u>Ned L Siegel</u>	<u>Compensation for Independent Board of Director Services</u>	<u>Restricted</u>	<u>4(a)2</u>
<u>3/31/23</u>	<u>New Issuance</u>	<u>50,000</u>	<u>Common Stock</u>	<u>0.0001</u>	<u>Yes</u>	<u>Joshua Wethington</u>	<u>1/30/23 Mutual Release Agreement</u>	<u>Restricted</u>	<u>4(a)2</u>
Shares Outstanding on Date of This Report:									
<u>Ending Balance</u>									
<u>Balance:</u>									
Date <u>March 31, 2023</u> Common: <u>75,129,435</u>									
Preferred: <u>90</u>									

- B. List below and describe any issuance of Promissory Notes, Convertible Notes, or Convertible Debentures. In responding to this item, please provide the date of execution of the Note or the Agreement, a description of the reason for the issuance, the outstanding balance and any interest accrued. Provide the maturity dates for each Note or Agreement, their conversion terms, names of beneficial owners or holders and the exact class of security such Notes or Agreement may be converted to. Also, specify if the Note is Secured or Unsecured and whether or not it is in Default.

Convertible Note Charles & Lisa Robert issued November 8, 2022 for cash received \$1,100,000 will accrue at a rate of 10% on a 360-day year and convert at \$0.50 per share on the maturity date of. November 7, 2023.

Part F Exhibits

The following exhibits must be either described in or attached to the disclosure statement:

Item 17 **Material Contracts.**

A. Every material contract, not made in the ordinary course of business, that will be performed after the disclosure statement is posted through www.OTCIQ.com or was entered into not more than two years before such posting. Also include the following contracts:

- 1) Any contract to which directors, officers, promoters, voting trustees, security holders named in the disclosure statement, or the Designated Advisor for Disclosure are parties other than contracts involving only the purchase or sale of current assets having a determinable market price, at such market price;

None

- 2) Any contract upon which the issuer's business is substantially dependent, including but not limited to contracts with principal customers, principal suppliers, and franchise agreements;

See Supplemental Information filed on OTC Markets, September 6, 2022 and October 13, 2022.

- 3) Any contract for the purchase or sale of any property, plant or equipment for consideration exceeding 15 percent of such assets of the issuer; or

See attached at the bottom of the Financial Statements and Notes.

- 4) Any material lease under which a part of the property described in the disclosure statement is held by the issuer.

See Supplemental Information filed on OTC Markets, December 20, 2022.

B. Any management contract or any compensatory plan, contract or arrangement, including but not limited to plans relating to options, warrants or rights, pension, retirement or deferred compensation or bonus, incentive or profit sharing (or if not set forth in any formal document, a written description thereof) in which any director or any executive officer of the issuer participates shall be deemed material and shall be included; and any other management contract or any other compensatory plan, contract, or arrangement in which any other executive officer of the issuer participates shall be filed unless immaterial in amount or significance.

See Supplemental Information filed on OTC Markets, January 26, 2023 and February 3, 2023.

C. The following management contracts or compensatory plans need not be included:

- 1) Ordinary purchase and sales agency agreements;

None

- 2) Agreements with managers of stores in a chain organization or similar organization;

None

- 3) Contracts providing for labor or salesmen's bonuses or payments to a class of security holders, as such; and

None

- 4) Any compensatory plan that is available to employees, officers or directors generally and provides for the same method of allocation of benefits between management and non-management participants.

None

Item 18 Articles of Incorporation and Bylaws.

- A. A complete copy of the issuer's articles of incorporation or in the event that the issuer is not a corporation, the issuer's certificate of organization. Whenever amendments to the articles of incorporation or certificate of organization are filed, a complete copy of the articles of incorporation or certificate of organization as amended shall be filed.

See attached at the bottom of the Financial Statements and Notes.

- B. A complete copy of the issuer's bylaws. Whenever amendments to the bylaws are filed, a complete copy of the bylaws as amended shall be filed.

See attached at the bottom of the Financial Statements and Notes.

Item 19 Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

- A. In the following tabular format, provide the information specified in paragraph (B) of this Item 20 with respect to any purchase made by or on behalf of the issuer or any "Affiliated Purchaser" (as defined in paragraph (C) of this Item 19) of shares or other units of any class of the issuer's equity securities.

N/A

- B. The table shall include the following information for each class or series of securities for each month included in the period covered by the report:

1. The total number of shares (or units) purchased (Column (a)). Include in this column all issuer repurchases, including those made pursuant to publicly announced plans or programs and those not made pursuant to publicly announced plans or programs. Briefly disclose, by footnote to the table, the number of shares purchased other than through a publicly announced plan or program and the nature of the transaction (e.g., whether the purchases were made in open-market transactions, tender offers, in satisfaction of the company's obligations upon exercise of outstanding put options issued by the company, or other transactions).

N/A

2. The average price paid per share (or unit) (Column (b)).

N/A

3. The total number of shares (or units) purchased as part of publicly announced repurchase plans or programs (Column (c)).

N/A

4. The maximum number (or approximate dollar value) of shares (or units) that may yet be purchased under the plans or programs (Column (d)).

Instructions to paragraphs (B)(3) and (B)(4) of this Item 20:

- a. In the table, disclose this information in the aggregate for all plans or programs publicly announced.

N/A

- b. By footnote to the table, indicate:

- i. The date each plan or program was announced;

N/A

- ii. The dollar amount (or share or unit amount) approved;

N/A

- iii. The expiration date (if any) of each plan or program;

N/A

- iv. Each plan or program that has expired during the period covered by the table; and

N/A

- v. Each plan or program the issuer has determined to terminate prior to expiration, or under which the issuer does not intend to make further purchases.

N/A

- C. For purposes of this Item 19, "Affiliated Purchaser" means:

1. A person acting, directly or indirectly, in concert with the issuer for the purpose of acquiring the issuer's securities; or

N/A

2. An affiliate who, directly or indirectly, controls the issuer's purchases of such securities, whose purchases are controlled by the issuer, or whose purchases are under common

control with those of the issuer; *provided, however*, that “Affiliated Purchaser” shall not include a broker, dealer, or other person solely by reason of such broker, dealer, or other person effecting purchases on behalf of the issuer or for its account, and shall not include an officer or director of the issuer solely by reason of that officer or director's participation in the decision to authorize purchases by or on behalf of the issuer.

N/A

Item 20 Issuer's Certifications.

I, Antony J. Raynor certify that:

1. I have reviewed this quarterly disclosure statement of The Sustainable Green Team, Ltd.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: May 17, 2023

/s/ Anthony J. Raynor

[Signature] [CEO]

I, Joshua Wethington certify that:

4. I have reviewed this quarterly disclosure statement of The Sustainable Green Team, Ltd.;
5. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
6. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: May 17, 2023

/s/ Joshua Wethington

[Signature] [CFO]

THE SUSTAINABLE GREEN TEAM, LTD. AND SUBSIDIARIES

CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

FOR THE FISCAL QUARTER ENDED – MARCH 31, 2023

THE SUSTAINABLE GREEN TEAM AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	<u>FY2023</u> <i>(Mar 31, 2023)</i>	<u>FY2022</u> <i>(Dec 31, 2022)</i>
ASSETS		
Current Assets		
Cash	\$ 0	\$ 0
Short-term investments	52	52
Accounts receivable, net of allowance for doubtful accounts	3,131,296	2,436,324
Employee Retention Credit Receivable	1,805,266	-
Inventories	19,509,432	18,656,179
Prepaid expenses and other current assets	9,113,149	8,797,966
Total Current Assets	<u>33,559,195</u>	<u>29,890,522</u>
Property and equipment, net	64,732,840	64,333,763
Other Assets		
Long-term investments	987,647	968,513
Goodwill	224,000	224,000
Intangibles	14,231,250	14,473,880
ROU asset	10,191,386	10,474,406
Total Other Assets	<u>25,634,283</u>	<u>26,140,798</u>
Total Assets	<u>\$ 123,926,318</u>	<u>\$ 120,365,084</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable and accrued expenses	\$ (7,942,574)	\$ (4,765,019)
Current portion of lease liability	(3,530,258)	(3,350,145)
Notes payable	(6,188,323)	(6,712,178)
Notes payable - related party	(1,500,000)	(1,500,000)
Total Current Liabilities	<u>(19,161,155)</u>	<u>(16,327,342)</u>
Long-term Liabilities		
Lease liabilities, net of current portion	(6,662,879)	(7,140,632)
Notes payable, net of current portion	(25,481,690)	(24,221,403)
Note payable - related party, net of current portion	-	-
Total Long-term Liabilities	<u>(32,144,569)</u>	<u>(31,362,035)</u>
Total Liabilities	<u>(51,305,724)</u>	<u>(47,689,378)</u>
Stockholders' Equity		
Common Stock	(7,513)	(7,463)
Additional paid-in capital	(56,758,821)	(56,294,220)
Retained earnings	(15,854,260)	(16,374,022)
Total Stockholders' Equity	<u>(72,620,593)</u>	<u>(72,675,706)</u>
Total Liabilities and Stockholders' Equity	<u>\$ (123,926,318)</u>	<u>\$ (120,365,084)</u>

The accompanying footnotes are an integral part of these condensed consolidated financial statements.

THE SUSTAINABLE GREEN TEAM AND SUBSIDIARIES
CONDENSED CONSOLIDATED INCOME STATEMENT
(Unaudited)

	1st Quarter	
	Mar 31, 2023	Apr 2, 2022
Net Revenue	\$ 7,764,850	\$ 10,329,448
Cost of Revenue		
Cost of Goods (excl Depreciation & Amortization)	6,140,680	7,960,333
Depreciation & Amortization (COGs)	906,369	1,246,724
Total Cost of Revenue	7,047,048	9,207,057
Gross Profit	717,801	1,122,392
Operating Expenses		
Selling, General and Administrative	2,404,684	1,275,406
Depreciation and Amortization (OpEx)	249,630	5,640
Total Operating Expenses	2,654,314	1,281,046
Income (loss) from Operations	(1,936,513)	(158,655)
Other Income (expense)		
Interest Expense, net	(1,016,556)	(425,044)
Bargain Purchase Gain (loss)	-	598,300
Debt Forgiveness/Grant (ERC)	1,805,266	16,923
Gain on Sale of Fixed Assets	-	-
Other Income, net	10,202	66,606
Total Other Income (expense)	798,911	256,785
Income (loss) before provision for Income Taxes	(1,137,602)	98,131
Provision for Income Taxes	(617,839)	21,968
Net Income (loss)	\$ (519,763)	\$ 76,163
Net income (loss) per common share - basic	\$ (0.01)	\$ 0.00
Net income (loss) per common share - diluted	\$ (0.01)	\$ 0.00
Wt. Avg shares outstanding - basic	74,930,312	88,334,047
Wt. Avg shares outstanding - diluted	78,780,312	93,974,051

The accompanying footnotes are an integral part of these condensed consolidated financial statements.

THE SUSTAINABLE GREEN TEAM AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(Unaudited)

	Preferred Stock		Common Stock			Paid-in	Retained
	Shares	Amount	Shares	Amount	Capital	Earnings	Total
Balance at January 1, 2022	90	\$ -	90,460,425	\$ 9,046	\$ 34,536,850	\$ 6,620,006	\$ 41,165,502
Stock subscriptions			1,466,667	147	1,099,853	-	1,100,000
Stock repurchase (R. Spencer)			(3,900,275)	(390)	(584,651)	(877,459)	(1,462,500)
Net income						76,161	76,161
Balance at April 2, 2022	90	\$ -	88,026,817	\$ 8,803	\$ 35,052,052	\$ 5,818,708	\$ 40,879,163
Balance at December 31, 2022	90	\$ -	74,631,744	\$ 7,463	\$ 56,294,220	\$ 16,374,022	\$ 72,675,705
Stock subscriptions			497,693	50	464,600		464,650
Stock repurchase (R. Spencer)							-
Net income						(519,763)	(519,763)
Balance at March 31, 2023	90	\$ -	75,129,437	\$ 7,513	\$ 56,758,820	\$ 15,854,260	\$ 72,620,593

The accompanying footnotes are an integral part of these condensed consolidated financial statements.

THE SUSTAINABLE GREEN TEAM AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Unaudited)

	1st Quarter	
	March 31, 2023	April, 2 2022
Cash flows from operating activities:		
Net Income (Loss)	\$ (519,763)	\$ 76,163
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,155,999	1,252,364
Prepaid Advertising Expense	358,750	-
Bargain purchase gain	-	(598,300)
Gain on sale of fixed assets	-	(16,923)
Gain on ERC/Paycheck Protection Program	(1,805,266)	-
Income Tax Credit	(617,839)	
Changes in operating assets and liabilities:		
Accounts receivable, net	(694,972)	2,277,545
Due from Factor	-	(2,429,147)
Inventory	(853,253)	506,946
Prepaid expenses and other current assets	(315,183)	26,251
Accounts payable and accrued expenses	3,177,554	(575,402)
Net cash from (used in) operating activities	(113,972)	519,496
Cash flows from investing activities:		
Purchases of property and equipment	(1,546,682)	(2,076,833)
Proceeds from sale of property and equipment	245,735	-
Proceeds from long-term investments	19,134	17,771
Net cash from (used in) investing activities	(1,281,812)	(2,059,062)
Cash flows from financing activities:		
Principal payments on leases	(297,640)	(66,820)
Proceeds from notes payable	2,200,000	2,600,000
Payment on notes payable	(971,226)	(1,212,620)
Payment on notes payable, related parties	-	(100,000)
Stock subscriptions	464,650	1,100,000
Stock redemptions	-	(1,462,500)
Distributions		
Net cash provided by (used in) financing activities	1,395,784	858,060
Net increase (decrease) in cash	0	(681,506)
Cash - beginning of period	0	788,242
Cash - end of period	\$ 0	\$ 106,736

The accompanying footnotes are an integral part of these condensed consolidated financial statements.

THE SUSTAINABLE GREEN TEAM, LTD. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – ORGANIZATION AND BUSINESS OPERATIONS

Background

Our common stock is traded in the United States on the OTCQX tier of the OTC Market Group Inc. (the “OTCQX”) under the symbol “SGTM.”

We are a provider of arbor care, tree trimming, and storm debris clean-up and disposal services, primarily in the southeastern United States with nationwide capabilities and a manufacturer of mulch, lumber and soil products in the Midwest and Southeast regions of the United States and the Ohio Valley. Our products are distributed through our national distribution channels. We are also installing equipment for producing soil products which we expect to start selling in 2023 and coming online with a soil and sawmill facility in late 2024 in Beaver, Washington.

Corporate History

The Sustainable Green Team, Ltd., (f/k/a Sierra Gold Corp.)”, a Delaware corporation (the “Company”), conducts business activities principally through its two wholly owned subsidiaries: National Storm Recovery LLC (“NSR LLC”), a Delaware limited liability company and Mulch Manufacturing, Inc., an Ohio corporation (“MM”).

The Company was initially formed, under the name Alpha Diamond Corporation in the State of Nevada on January 22, 1997. It’s undergone multiple name changes over the years and a domicile change to Wyoming on February 15, 2011.

Effective April 18, 2019, Sierra Gold Corp., (“SGCP”), entered into an equity exchange agreement (the “Merger”), as amended on December 31, 2019 with NSR LLC, pursuant to which SGCP acquired all of the membership units of NSR LLC. Upon closing, NSR LLC became a wholly-owned subsidiary of SGCP.

On July 22, 2019, a Certificate of Amendment was filed with the State of Wyoming to change the name of the Company from “Sierra Gold Corporation” to “National Storm Recovery, Inc.” and to affect a 1 for 10,000 reverse stock split. At September 11, 2019, the Company’s trading symbol changed from “SGCP” to “NSRI”.

The stock split decreased the issued and outstanding shares of its common stock from 3,406,865,285 to 602,636 (after rounding up to a 100-share minimum) before SGCP issued 40,000,000 shares of its common stock to the members of NSR LLC as consideration for the equity interests exchange. As a result of the Merger, NSR LLC members acquired 99% of SGCP’s issued and outstanding shares of common stock and SGCP changed its principal focus to providing tree services, debris hauling and removal, biomass recycling, mulch manufacturing, packaging and sales.

The Merger was treated as a reverse recapitalization effected by an equity exchange for financial and reporting purposes since SGCP was deemed to be a shell corporation with nominal operations and no assets at the time of the merger. NSR LLC is considered the acquirer for accounting purposes, and SGCP’s historical financial statements before the Merger have been replaced with the historical financial statements of NSR LLC before the Merger in future filings.

On December 31, 2019 the Company entered into a restructuring as a holding company pursuant to Delaware General Corporation Law (“DGCL”) §251(g) known as “the Delaware Holding Company Statute.” In order to affect this restructuring, NSRI and NSR LLC each changed domiciles to the State of Delaware. Immediately thereafter, NSRI incorporated SGTM as its wholly owned subsidiary and SGTM formed Sierra Gold Merger Corp., a Delaware corporation (“SGMC”) as its wholly owned subsidiary. Similarly, NSR LLC issued SGTM, 1,000 limited liability company Common Membership Units. Each of the four parties next executed an Agreement and Plan of Merger (the “Merger Agreement”) as well as a Certificate of Merger which was filed with the Delaware Secretary of State on December 31, 2019 (collectively, the “Reorganization”). Pursuant to the terms of the Reorganization, NSRI merged down into SGMC with SGMC surviving as the successor to the reorganization, with all of the assets and liabilities of NSRI merging into SGMC and the separate existence of NSRI ceasing. The shares of SGTM and Membership Interests of NSR LLC, held

by NSRI were canceled in the reorganization as part of the restructuring and the shares of NSRI became exchangeable for shares of SGTM on a one for one basis making SGTM the parent to both SGMC and NSR LLC as well as making SGTM the publicly traded successor to NSRI. After obtaining FINRA approval on July 21, 2020, the Company changed its trading symbol to SGTM.

Effective January 31, 2020, the Company entered into a Business Combination Agreement (the “Mulch Acquisition”) pursuant to which MM became our wholly owned subsidiary. Under the Mulch Acquisition, all issued and outstanding common stock in MM were converted into an aggregate of 40,000,000 shares of the Company’s common stock.

The Company closed on the acquisition of 100% of the membership interests in Day Dreamer Productions LLC (“DDP”) on December 30, 2021. DDP is in the business of producing informational and promotional videography.

On August 9, 2022, the Company entered into a restricted sublicense agreement (collectively with the VRM Sublicense Amendment defined below, the “VRM Sublicense”) with a soil technology company, VRM Global Holdings Pty Ltd (“VRM Global”), and its wholly owned subsidiary VRM International PTY LTD (“VRM International,” together with VRM Global, collectively referred to herein together as the “Licensor”). The VRM Sublicense was amended on October 12, 2022 (the “VRM Sublicense Amendment”), to expand collaboration between the Company and Licensor and add the Licensor’s wholly owned subsidiary VRM Biologik Inc. (the “VRM Biologik”), among other things.

Pursuant to the VRM Sublicense, the Licensor granted the Company a restricted sub-license, pursuant to which the Licensor will allow the Company to use certain rights and entitlements and provide the Company with certain catalyst ingredients which will allow the Company to manufacture Humisoil® and XLR8® Bio (the “VRM Products”). These products are made using wood materials provided by the Company and the Licensor’s technology and catalyst ingredients to be acquired by the Company from the Licensor or produced by the Company pursuant to the VRM Sublicense. In addition, the VRM Sublicense grants the Company the non-exclusive right to distribute the VRM Products throughout the U.S., the exclusive right to market and distribute these products in packaging of less than one cubic yard in addition to the right to exclusively manufacture the Licensor’s catalyst ingredients in Florida, Washington State and the Caribbean (the “Exclusive Territory”).

The Company agreed to sell to Licensor the VRM Products manufactured by the Company in amounts determined in the sole discretion of the Company at an agreed-on price. In addition, Licensor has agreed to assign to the Company rights held by the Licensor to repurchase the VRM Products manufactured by others within the Exclusive Territory and an option to acquire such rights outside such territory.

In addition, pursuant to the VRM Sublicense Amendment, the Company acquired from Licensor 10% of VRM Biologik, certain catalyst ingredients for future delivery to be used in the Company’s production of Humisoil®, XLR8® Bio and other products, co-location of Licensor’s production facilities with the Company’s facilities in Florida and the state of Washington and development of an agreed plan to complete licensed manufacture of soil amendment catalysts in other strategic locations across the U.S. The catalyst ingredients to be acquired by the Company from the Licensor are expected to be sufficient to produce a minimum of 4,000,000 cubic yards of Humisoil® and its companion products that, along with other inputs, has the potential to generate revenue in excess of \$987,000,000. This value as provided for the VRM Sublicense Amendment is equivalent to the Company’s potential revenue from the sale of these products.

The Term of the VRM Sublicense is for a period of ten years from October 12, 2022 with the option to renew it for a five-year period. The VRM Sublicense may be terminated by written agreement of the parties, or immediately by the Licensor if the Company amends or alters any of the inputs, outputs, products, marks, materials, media, recipes, or any of the processes as described in any of the manuals provided by Licensor to the Company except as permitted by the VRM Sublicense or appointment of a liquidator, administrator, receiver, receiver and manager, mortgagee in possession or other external controller appointed by virtue of the laws of insolvency or appointed by a creditor, by VRM Global or by the holder of security over the assets of VRM Global or an assignment of VRM Global’s rights pursuant to the VRM Sublicense without the approval of VRM Global. VRM Global may terminate the VRM Sublicense if at any time the Company is in breach of any of the terms or conditions of the VRM Sublicense and it fails to remedy such breach within 30 days of notice from Licensor. In consideration of the grant of the VRM Sublicense, the Company initially issued to the Licensor, 500,000 shares of the Company’s common stock upon execution of the VRM Sublicense and an additional 6,000,000 shares upon execution of the VRM Sublicense Amendment. Additionally, the Company agreed to pay the Licensor an aggregate of \$1,000,000 in cash in two installments, with the first installment of \$500,000 payable within 10 days of the Company’s completing an initial public offering of its common stock (the “IPO”) and the second payment due on the one-year anniversary of the date of the IPO.

In addition, pursuant to the VRM Sublicense Amendment, the Company agreed to issue the Licensor 6,000,000 shares of the Company's common stock and pay an aggregate of \$7,200,000 payable in tranches of \$3,600,000 by December 31, 2022 and two payments of \$1,800,000 on each of May 31, 2023 and October 31, 2023. If the Company does not complete the IPO by February 4, 2023 or make the \$500,000 payment within 10 days of such date, VRM Global may terminate the VRM Sublicense and, the Company will be obligated to pay the Licensor its then market rates for all inputs utilized by the Company in the production of Humisoil®, XLR8® Bio and other products produced using these inputs during the term of the VRM Sublicense. Due to the delay in funding in the year 2022 and delay on the catalyst ingredient shipment, arriving in January 30, 2023, instead of making payments in December 2022, the parties have mutually agreed to discuss a payment plan later in 2023.

The Company, Day Dreamer Productions, LLC ("DDP") and ACCEL Media International LLC, FMW Media Works LLC (collectively, "ACCEL") entered into a Corporate Communications Services Agreement dated as of October 4, 2022 (the "ACCEL Agreement"). Pursuant to the terms of the ACCEL Agreement, ACCEL agreed to provide the Company with a variety of television, production, promotional media, media analysis, and media procurement to assist the Company in generating positive media awareness about its business. The term of the ACCEL Agreement is for a period of five years and any breach of the agreement may be remedied by injunctive or other equitable relief and specific performance. Neither party has a right to terminate the agreement prior to its expiration. The promotional media services provided by ACCEL are expected to have a market value of no less than \$30,700,000. In addition, the ACCEL Agreement requires ACCEL to exclusively rely on and use DDP to offer, create and distribute any custom 30 minute or longer program for all ACCEL in-house video production and marketing content that is tendered to ACCEL customers.

In consideration for the services to be provided by ACCEL, the Company issued to ACCEL 3,500,000 shares of unregistered Common Stock, an option to acquire 5,000,000 shares of unregistered Common Stock at an exercise price of \$2.00 per share (the "ACCEL Stock Option") and a warrant to purchase up to 2,000,000 shares of Common Stock at an exercise price of \$1.00 per share (the "ACCEL Warrant"). The ACCEL Option expires three years after the date of issuance and the ACCEL Warrant expires 90 days after the date of issuance. In the event the ACCEL Warrant is exercised in whole or in part, then upon each exercise thereof, if any, the Company agreed to issue to ACCEL a three-year option to acquire a number of shares of Common Stock equal to the number of shares of Common Stock acquired by ACCEL upon exercise of the ACCEL Warrant, at an option exercise price of \$2.00 per share. The exercise price of the ACCEL Stock Options and the ACCEL Warrants is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events.

ACCEL agreed that it will not, directly or indirectly, for a period of one year after October 4, 2022, lend, offer, pledge, hypothecate, encumber, donate, assign, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of), directly or indirectly, any of the shares of Common Stock issued to ACCEL pursuant to the ACCEL Agreement, the ACCEL Stock Option or the ACCEL Warrant.

The ACCEL Agreement, ACCEL Stock Option and ACCEL Warrant also contains additional customary covenants, representations and warranties.

The address of our principal place of business is 24200 CR-561, Astatula, FL 34705.

DESCRIPTION OF THE BUSINESS

Overview

The Sustainable Green Team is a provider of environmentally conscious solutions in the arbor care, disposal, recycling, mulch and manufactured soil amendments business. The Company is a collector of tree debris ("feedstock"), throughout the southeast region of the United States. The Company beneficially-reuses feedstock to manufacture wood-based mulch and lumber products that are sold nationwide. The Company has a division that manufactures and sells proprietary mulch colorants and coloring equipment.

Historically, the harvest and processing of wood has resulted in timber waste and feedstock being sent to landfills and disposal sites, essentially collecting, and disposing of useful products. The Sustainable Green Team's mission is to address this traditional "collect-and-dispose" wasteful model, partly by partnering with a large waste management company, thereby turning feedstock that would otherwise be thrown away into reusable products such as mulch and soil. We believe that our efforts to recycle waste into a

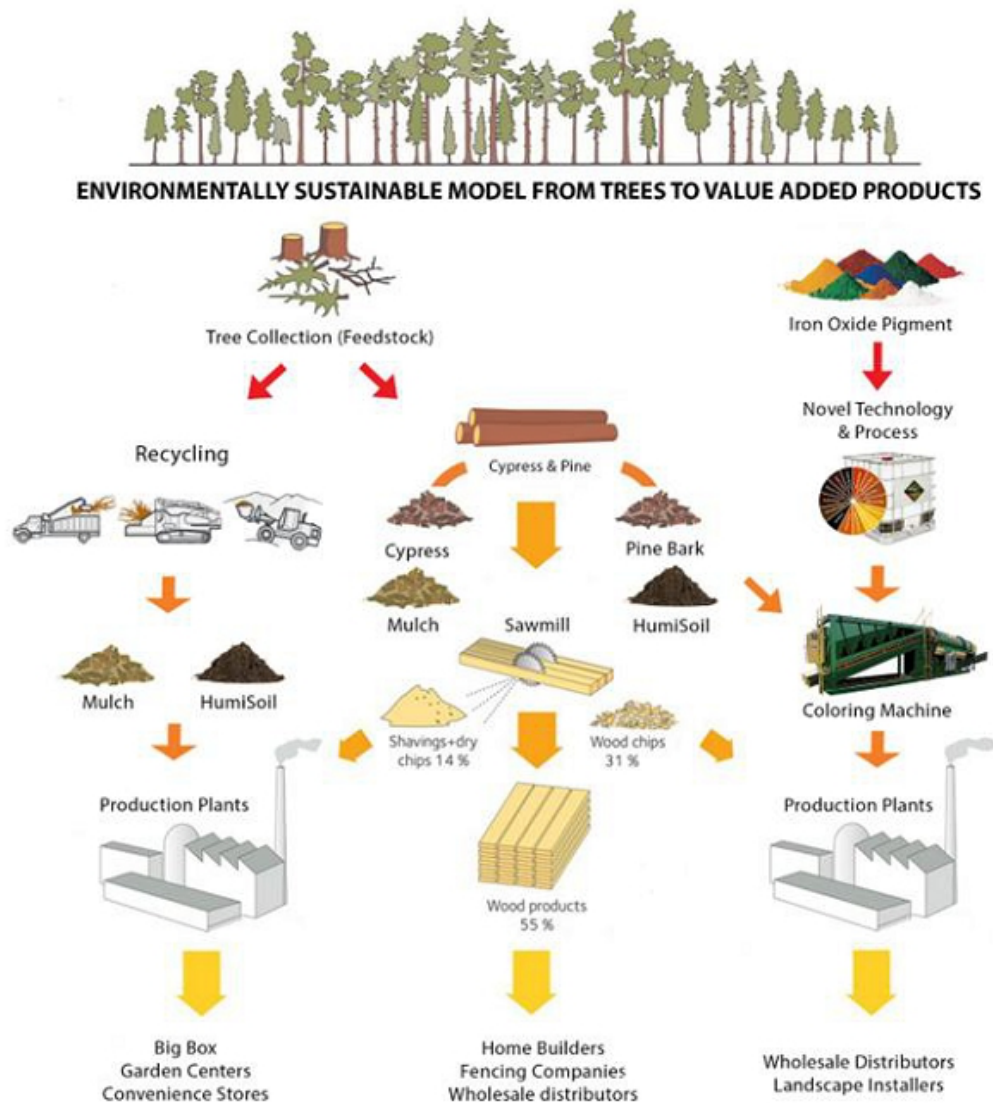
biodegradable water conserving mulch product, use of machinery powered by electricity instead of diesel fuel and our planned production of manufactured soil enhancing amendments forms the basis of our environmentally conscious solutions.

The Sustainable Green Team operates as a holding company with two vertically aligned operating subsidiaries:

- National Storm Recovery, LLC (“NSR”), a Delaware LLC, operating as “Central Florida Arborcare”, provides arbor care, tree trimming, and storm debris clean-up and disposal services, primarily in the southeastern United States with nationwide capabilities; and
- Mulch Manufacturing, Inc. (“MMI”), an Ohio corporation, manufactures mulch, lumber and soil products in the United States Midwest and southeast regions, and the Ohio Valley. MMI has nationwide distribution channels.

As illustrated below, the Company’s vertically integrated business begins with the collection of feedstock through NSR. Feedstock is then beneficially reused by MMI, for recycling and manufacturing of lumber and organic mulch. We package our products and sell them to retailers, wholesalers, landscapers, and garden centers nationwide. The diagram also includes soil products that we expect to begin manufacturing and selling in 2023.

The Company also currently holds all of the issued and outstanding capital stock of a non-operating direct subsidiary, Sierra Gold Merger Corp., a Delaware corporation, which was formed for the sole purpose of facilitating the restructuring of the Company as a holding company pursuant to Delaware General Corporation Law (“DGCL”) §251(g) known as “the Delaware Holding Company Statute.” In addition, the Company indirectly holds through MMI all of the issued and outstanding capital stock of a non-operating subsidiary, Rose Transport Inc., an Ohio Corporation, which was utilized for transporting feedstock and packaged mulch between locations owned and operated by MMI.



We process feedstock through several processing facilities we own that are strategically located in the southeast region of the United States. The Company owns sawmills in Homerville, Georgia; Jasper, Florida; and Beaver, Washington. The Homerville sawmill produces cypress bark for our mulch product lines, as well as marketable lumber. We closed on the acquisitions of the Jasper and Beaver sawmills in December 2021. We currently purchase our pine bark from other sawmills in addition to pine bark produced at the Jasper mill that commenced limited production of lumber and mulch in October 2022. We expect to ramp up both lumber and mulch production at the Jasper mill in the first quarter of 2023 and the Beaver mill once a funding source has been secured and we have completed a retrofit of the sawmill equipment at that location.

The MMI division also creates proprietary mulch dyes, colorants, and mulch processing equipment. We manufacture a range of mulch products with different textures and colors for specific landscape needs using our coloring technology. For example, MMI's capabilities were instrumental in developing our innovative line of colored mulches that we market under our Nature's Reflections™ brand, including our patented Softscape® products. The Company also sells to other companies that produce landscaping materials colorants and Cheetah brand coloring equipment that it manufactures.

Industry Overview

The Sustainable Green Team's vertically integrated product categories operate in five interrelated divisions:

(1) tree care and removal services, (2) mulch products, (3) lumber, (4) manufactured soils, and (5) colorants and coloring equipment.

Tree Care and Removal Industry

Over the last five years, favorable macroeconomic trends, higher levels of construction activity and extreme weather conditions have increased demand for tree care and green waste removal. Housing starts have been growing at historic rates driving demand for these services. Residential construction is forecasted to increase at least through 2028. Extreme weather events across the United States have led to high demand for tree care and green waste removal. Restoration following extreme weather events also creates demand for products like lumber and mulches.

The market for tree trimming services in the United States has grown at a compound annual growth rate (CAGR) of 9.1% for the past five years, which is faster than the overall U.S. economy. The U.S. tree trimming service market is expected to generate \$29 billion in revenue in 2022, according to research published by IBIS World in January 2022.

Mulch Industry

Over the past decade, demand has been increasing for pine needle, pine bark, hardwood, and cypress mulches world-wide. Many landscape venues, across publicly and privately owned land, such as gardens, parks, schools, and resorts, are converting to mulching materials, manufactured soils, and improved environmental practices to achieve cost savings. Manufactured products can be used as environmentally safe substitutes for traditional ground covers, such as grass and other plants, that require costly and wasteful watering. Traditional ground covers also require fertilizers and pest control products that are expensive and often harmful to the environment. There is also a trend towards environmentally friendly mulch products among homeowners and other retail customers.

According to statistics gathered by AmeriMulch, the color-enhanced landscape mulch market grew to 55 million cubic yards in 2015, from just 5 million yards in 2005. According to AmeriMulch, some 1,070 global mulch producers produced over 53 million yards of mulch in 2019. Further, according to HomeAdvisor.com, the national average cost of a cubic yard of mulch is roughly \$30, suggesting the 2019 U.S. retail mulch market was roughly \$1.6 billion. Looking forward, Grandview Research, Inc. forecasts the North American Lawn & Gardening Consumables Market, which includes mulch, to grow to \$25.94 billion in 2027, from \$20.13 billion in 2020. This represents a 3.6% CAGR. Extrapolating the 3.6% CAGR to the North American Mulch market suggests that market could grow to approximately \$2.1 billion in 2027.

Lumber Industry

The historic demand for lumber was triggered by a perfect storm of factors set off during the pandemic. When COVID-19 broke out in spring 2020, sawmills cut production and unloaded inventory in fears of a looming housing crash. The crash did not happen—instead, the opposite occurred. Americans rushed to home improvement stores to buy materials for do-it-yourself projects. Favorable interest rates facilitated a housing boom. That boom, which was intensified by a large number of millennials starting to hit their peak home buying years, dried up housing inventory. This sent buyers in search of new construction. Home improvements and construction require significant amounts of lumber, exceeding the supply available from sawmills. The market for wholesale lumber in the United States is predicted to generate \$131.6 billion in revenue in 2022, according to research published by IBIS World in August 2021. Between 2017 and 2022, the market grew by at CAGR of 6.2%.

Manufactured Soil Industry

Manufactured soil refers to a composition of different soils, soil components and other like materials used for various purposes in horticulture, gardening, and other applications such as site restoration. The primary purpose of manufactured soil is to modify and, in most cases, enhance the properties of soil to meet specific needs. The market continues to gain momentum with increasing development and innovations driven by increased demand for organic gardening, a growing market for horticulture, a growth in lawn and garden consumables, and government support and initiatives. The market for the soil treatment market in the United States is predicted to generate \$58 billion in revenue in 2028, according to research published by Zion Market Research in August 2021. Between 2021 and 2028, the market is expected to grow by at CAGR of 5.7%.

Colorants Industry

Color treated mulch is appealing to homeowners that want to customize their landscaping and gardens. The demand for mulch treatment materials, including color tint and preservatives, has grown steadily. Therefore, we believe mulch manufacturers with the ability to treat and color process lower grades of wood could have a significant competitive advantage. The colorants market was valued at \$34.7 Billion in 2021 and is projected to reach \$98.3 Billion by 2030, according to research published by Precedence Research in July 2022. Between 2021 and 2030, the market is expected to grow by at CAGR of 12.27%.

Our Products and Services

Our tree services and storm recovery services collect some of the feedstock that we use to manufacture our products. The feedstock is processed at the recovery sites and the sawmills that we own to produce marketable lumber and the materials for our innovative mulch products. Our products include a variety of attractive, next-generation mulches that we sell to distributors, big box stores and other retailers for use by landscapers, installers, and other consumers. Most of our revenues are derived from our manufacturing and sales of mulch, and we expect that to continue for the near future. We also wholesale manufactured soil products manufactured by other companies and expect to begin manufacturing our own soil products in 2023.

Tree Care and Removal Services

Our subsidiary NSR, operating as “Central Florida Arborcare”, provides tree maintenance, disaster recovery, debris removal, and disposal services to residential, commercial, and government customers. The Company’s customers include all levels of government, from federal disaster recovery projects to county schools. We have multi-year contracts with hundreds of municipal properties in Florida. We are paid by other companies in the disaster recovery, tree care and waste management industries to haul away and dispose of tree wood and debris.

In addition to the revenue generated by the services NSR provides, the feedstock we collect is valuable to our manufacturing operations. It provides us with raw material that our other lines of business use to produce mulch and soil products.

Mulch Products

In January 2020, the Company acquired Mulch Manufacturing, Inc., a company with decades of experience in manufacturing mulch products. Through the MMI acquisition, we were able to diversify our product lines. We now manufacture a wide variety of mulch products, including cypress and pine mulches, in an array of colors for many different applications. For example, our playground chips are used by schools, parks, and other play areas. They are manufactured in several colors and they are certified to be safe by the International Play Equipment Manufacturer’s Association (IPEMA).

We sell our mulch products to wholesalers, retailers (including garden centers, nurseries, hardware stores, supermarkets and convenience stores), and direct to customers in the landscaping industry.

Lumber Products

The feedstock we collect is processed into lumber at the sawmill we own in Homerville, Georgia. We sell this cypress lumber wholesale to log home builders, specialty lumberyard outlets and backyard fence installers and direct to retail customers looking for durable and aesthetically pleasing building material resistant to rot and insects.

In December 2021, we closed on the acquisitions of sawmills in Jasper, Florida and Beaver, Washington. We began limited production of pine bark and marketable lumber at the Jasper mill in the third quarter of 2022, with the Beaver mill expected to begin production in 2024 once a funding source has been secured and we have completed a retrofit of the sawmill equipment at that location.

Manufactured Soil Products

We currently resell manufactured soil products produced by third parties. We sell these products wholesale to big box retailers and to retail customers in the landscaping industry.

In 2021, the Company purchased an automated soil blending system and production line which is being installed at our Jacksonville, Florida facility. This equipment, along with the raw materials we recently received from VRM Biologik pursuant to the terms of the VRM Sublicense, allows us to blend and produce our own manufactured soil products. Utilizing this equipment and recently received raw materials, we commenced production of HumiSoil® in February 2023 and several proprietary blends of manufactured soil products which we expect to begin shipping to our customers in the third quarter of 2023. We expect to have the same channels of distribution for the soils we will be manufacturing that we have for our current reselling activities.

Colorants Products and Machinery

The Company manufactures colorants to dye its cypress and pine mulches. Customers can choose from a wide range of appealing colors for their landscaping needs. We also sell colorants for use by other third-party manufacturers of landscape materials.

The Company manufactures coloring machines in two different sizes for mulches under the brand Cheetah Coloring Systems™. We believe that our Cheetah coloring machines are highly regarded by our customers because they use water-based coatings made from quality ingredients and utilize a quality control process designed to produce consistent results during the production process. In addition, we believe that the Cheetah coloring machines that we manufacture, and sell are energy efficient because they use electricity instead of diesel fuel and water efficient because they use less water than other competing machines, making them cost effective to operate and better for the environment than less water efficient machines. Among other reasons, the Cheetah™ coloring machines operate at a high speed, are capable of supporting multiple simultaneous conveyor belts and are powered by electricity which is cleaner energy than diesel power used by some competing products.

We are actively pursuing locally sourcing raw materials for colorants. By locally sourcing, we mitigate the environmental impact of our operations and eliminate shipping expenses and tariffs associated with importing materials from China.

Our Vision and Competitive Advantages

Our wholesale customers work with us due to our ability to provide a broad array of products for landscaping needs. Our products include over two dozen varieties of mulches in different textures and colors, and various soils for different uses such as potting, garden and blends that enhances the organic matter at the applied location. We operate with a high level of expertise and a focus on customer retention through responsiveness and reliability. We have grown our workforce and now have over 200 employees in season.

We view ourselves as a “one-stop-shop” solutions provider for superior quality mulch products. This ability to provide more than one style of mulch product is in direct response to the landscape industry tastes and preferences to have various wood fiber sources, such as pine or cypress, color, texture, and an environmentally friendly product line. We devote substantial resources to research and development, having developed proprietary products in the mulch, colorant and colorant machine manufacturing segments of our business.

We believe our vertically integrated business model sets us apart from our competitors because we provide the services and facilities necessary to collect our own feedstock. We have expanded our operations and we now collect feedstock in three regions and sell our products in 33 states. We have established relationships with four big box retail customers — Lowe’s Home Improvement, Menard’s, 7-Eleven, and Circle-K — and more than 400 other customers.

We have consistently expanded our product lines in innovative ways. We hold over 20 trademarks and a patent on our innovative Nature’s Reflections™ Softscape®.

We have also focused on cost containment and entered into direct rail contracts with CSX and Norfolk Southern to transport our manufactured products.

Vertical Integration

We believe that our vertically integrated, environmentally friendly business model provides us with substantial competitive advantages in the industries in which we operate. These competitive advantages of our business model include:

- lower disposal costs as an arborist and storm recovery service provider because we do not pay landfills to accept our feedstock as waste;
- lower manufacturing costs for mulch, lumber and manufactured soil products due to plentiful multi-channel sources for our feedstock;
- cost advantages due to geographic proximity of our feedstock collection and end-use consumers;
- cost advantages through our long-term direct (not brokered) rail transport and trucking contracts, improving our efficiency and logistics; and
- improved quality controls that position the products to compete effectively in the wholesale and retail markets.

Environmentally Friendly

The Company's ethos is rooted in environmental sustainability. We begin with the collection of tree debris from our tree services and lumber divisions which would otherwise end up in landfill sites. The feedstock collected is then moved through the processing division for recycling and manufacturing into lumber and attractive, next-generation mulches that we sell to wholesalers, retailers, landscapers, installers, and garden centers.

Our Executive Leadership Team

Anthony Raynor is the founder and CEO of The Sustainable Green Team. His vision is supported by a strong operational team, especially after the acquisition of MMI in 2020. Mr. Raynor has a focused business strategy to identify areas to manage costs and enhance quality, to build out supply chain security through targeted acquisitions and to empower his leadership team to identify areas of improvement for the Company. We believe these efforts are a driving factor of our success.

Recent Expansion and Growth

The Company plans to expand its operations through a combination of organic growth, strategic acquisition, and through its partnership with a leading waste disposal company. We believe executing on our strategy will result in rapid growth and geographic expansion.

Since inception, we have actively grown and vertically integrated by acquiring additional companies and assets. We have completed the acquisition of multiple companies since our formation. In January 2020, we acquired Mulch Manufacturing, Inc. We announced the strategic acquisition of a marketing firm, Day Dreamer Productions, LLC, in December 2021. The Founder, Victor Spangler, became our Chief Marketing Officer (CMO) and continues to serve as President of Day Dreamer Productions, LLC. This acquisition enhances our previous in-house marketing resources. In December 2021, we acquired sawmills in Jasper, Florida and Beaver, Washington. The addition of these mills is expected to increase our sawing capacity to over 100 million board feet of lumber annually and significantly expand our mulch manufacturing.

On July 1, 2019, NSR LLC and Vista Landfill, LLC, a Waste Management Inc. company ("Waste Management") entered into a Contractor Agreement which was amended on December 3, 2021 (collectively, the "Contractor Agreement"). Waste Management is a one of the largest disposal waste companies that own landfills throughout the United States. The Contractor Agreement permits the Company to use two of Waste Management's sites, one in Apopka, Florida and the other in Winter Garden, Florida, where we collect, store, grind, screen, color, and bag our own top-quality mulches for distribution. The Contractor Agreement requires us to store and grind at our cost and expense an agreed amount of vegetative waste belonging to Waste Management at certain agreed on prices Waste Management pays us. We are obligated to provide Waste Management with certain regulatory reports regarding the amounts of materials received and processed at these sites and to comply with all Federal, state and local regulations regarding vegetative waste processing and maintain liability insurance in amounts provided for in the Contractor Agreement. In addition to any other rights or remedies Waste Management may have under applicable law, in the event we fail to perform our obligations under the Contractor Agreement for a period of five days (unless due to an event of Force Majeure as defined in the agreement), Waste Management has the right to terminate all or part of the Contractor Agreement and to take over the Company's obligations under the agreement or have such work by another person at the Company's expense. Waste Management is permitted to further terminate the Contractor Agreement on thirty days prior written notice with or without cause. The Company is obligated to relocate its activities at the sites in the event Waste Management the areas occupied by the Company are needed by Waste Management for its operations. In the event the parties are unable to resolve any issues regarding a relocation, they are obligated to use good faith efforts to resolve the issues and if they are

unable to do so, either party may terminate the agreement within a reasonable time. In addition, we pay rent for the use of the use of the sites, a fee for each ton of ground vegetative waste leaving the sites and for our use of the electricity we consume in our operations at these sites. The Contractor Agreement expires on June 30, 2025.

We use the vegetated waste that Waste Management collects at these sites as feedstock for the production of the mulch we process and sell. We also use the Waste Management sites for feedstock storage for National Storm Recovery. We believe that our rights under the Contractor Agreement helps us execute our business strategy because it provides us with significant efficiencies, such as pre-approved zoning, lower operational costs, access to a substantial amount of additional raw materials, and a faster production cycle. We believe our continued relationship is desirable for Waste Management because feedstock would take many years to decompose in a landfill and we can supply them with finely processed biomass that is beneficial to their landfill operations.

We have also diversified our distribution channels for our products. We have grown our distribution, which now include many retail stores, including Lowe's Home Improvement, Menard's, 7-Eleven, Circle-K, ACE Hardware and other retail chains.

We have been communicating with a myriad of companies in the mulch, waste management, and tree trimming industries to expand operations through additional strategic acquisitions. Several of these discussions have progressed to non-binding letters of intent to acquire companies or their assets.

On August 9, 2022, the Company entered into the VRM Sublicense and an amendment to that agreement on October 12, 2022 which will enable the Company to produce a soil amendment product, HumiSoil® and XLR8® Bio. See Item 1. Business - Corporate History and Item 1. Business - Description of the Business - Diverse Products Offerings.

On October 4, 2022, the Company entered into the Corporate Communications Services Agreement with ACCEL to procure a variety of television, production, promotional media, media analysis, and media procurement to assist the Company in generating positive media awareness about its business and to expand DDP's video production and marketing business to ACCEL customers. See Item 1. Business - Corporate History.

Management's Strategy Future Expansion and Growth

Our core growth strategy includes:

Building Upon Strong Customer and Supplier Relationships to Expand Organically

Our national footprint and broad supplier relationships, combined with our regular interaction with a large and diverse base of over 450 customers, make us an important link in the supply chain for landscape products. Our suppliers benefit from us being a single point of contact for improved production planning and efficiency, and our ability to bring new product launches quickly to market on a national scale. We intend to continue to increase our size and scale in customer, geographic and product reach, which we believe will continue to benefit our supplier base. Our customers in turn benefit from our local market leadership, talented associates, high quality products, broad product offering and high inventory availability, timely delivery and complementary value-added services. We will continue to work with new and existing suppliers to maintain the most comprehensive, high quality product lines for our customers at competitive prices and enhance our role as a critical player in the supply chain. As we continue to grow, we believe our strong customer and supplier relationships will enable us to expand our market share in the landscape supplies industry.

Growing at the Local Level

The vast majority of our customers operate at a local level. We believe we can grow market share in our existing markets with limited capital investment by systematically executing local strategies to expand our customer base, increase the amount of our customers' total spending with us, optimize our network of locations, coordinate multi-site deliveries, partner with strategic local suppliers, introduce new products and services, increase our share of underrepresented products in particular markets and improve sales force performance. We currently offer our full product line in only 24% of the United States.

Pursuing Value-Enhancing Strategic Acquisitions

Through recently completed strategic acquisitions, including the addition of sawmills in 2021 located in Jasper, Florida and Beaver, Washington, we have added new markets, new product lines, talented associates and operational best practices. In addition, we increased our sales by introducing products from our existing portfolio to customers of newly acquired companies. We intend to continue pursuing strategic acquisitions to grow our market share and enhance our local market leadership positions by taking advantage of our scale, operational experience and acquisition know-how to pursue and integrate attractive targets. We believe we have significant opportunities to add product categories in our existing markets through acquisitions. In addition, we are reviewing attractive new geographic markets for expansion through acquisitions. We will continue to apply a selective and disciplined acquisition strategy to maximize synergies obtained from enhanced sales and lower procurement and corporate costs.

Executing on Identified Operational Initiatives

We have undertaken significant operational initiatives, utilizing our scale to improve our profitability, enhance supply chain efficiency, strengthen our pricing and category management capabilities, streamline and refine our marketing process and invest in more sophisticated information technology systems and data analytics. In addition, we work closely with our local area team leaders to improve sales, delivery and branch productivity. Although we are still in the early stages of these initiatives, they have already contributed to improvement in our profitability, and we believe we will continue to benefit from these and other operational improvements.

Continuing to Value and Reward Our Employees

We believe our associates are the key drivers of our success, and we aim to recruit, train, promote and retain the most talented and success-driven personnel in the industry. Our size and scale enable us to offer structured training and career path opportunities for our associates, while at the area and branch level we have built a vibrant and entrepreneurial culture that rewards performance. We promote ongoing, open and honest communication with our associates to ensure mutual trust, engagement and performance improvement. We believe that high-performing local leaders coupled with creative, adaptable and engaged associates are critical to our success and to maintaining our competitive position, and we are committed to being the employer of choice in our industry.

Relationships with Additional Suppliers of Feedstock

We competitively source our feedstock effectively in a fragmented tree care industry, primarily from small businesses, because we provide arbor care and landscape contractor businesses opportunities to unload and profit from feedstock that they would consider to be waste. We believe we are the largest customer for many arborists across the southeastern region of the United States. Sourcing feedstock competitively and broadly allows us to keep the cost of our products highly competitive.

Our strategic relationship with Waste Management, Inc. pursuant to the Contractor Agreement provides us with cost savings that has saved us years of time it would have taken for acquiring permits and developing the valuable relationships they have developed. We utilize their site for collection of tree debris as well as ability to set up a production facility with coloring and bagging of mulch. In addition, in February 2023, we began production of HumiSoil on a portion of the land we occupy pursuant to the Contractor Agreement. In addition to the material, we process for Waste Management pursuant to this agreement, we are paid to collect the tree debris from other sources and use it as inventory for production of mulch products sold in bulk and bagged, unlike some competitors that have to purchase their feedstock.

Customer Relationships

The Company's customers include governmental, residential, and commercial customers. The Company has a diversified customer base consisting of more than 450 customers as of December 31, 2022. Our top 10 customers accounted for approximately 38% of our product sales for the twelve months ended December 31, 2022, with the largest five customers at 17%, 7%, 3%, 2% and 2%, respectively, of our product sales for the twelve months ended December 31, 2022, and the other five customers each 2% or less of our product sales for the twelve months ended December 31, 2022. Therefore, our sales are not concentrated in any single or a few customers. Our typical customer is a large, national retail chain that sells landscaping products.

Diverse Products Offerings

We have a wide array of mulch product offerings making our products competitive for many different purposes. In the mulch and manufactured soil industries, we introduced new mulch products in 2021, including our patent-protected Nature's Reflection™ Softscape®. Our Softscape® mulch is more uniform in shape and lighter in weight than traditional mulches, allowing water and air to penetrate soil and reach plant roots, while also inhibiting weed growth at the surface. We are continually working on new products and lines of business, including ways to diversify our coloring and pigment products.

Our current line of products include:

- Cypress Rose: This is our flagship product and our most popular mulch sold, a premium 100% cypress mulch.
- Nature's Reflections™ Softscape®: Nature's Reflections patented Softscape® mulch has an impressive 4-year color retention. It has the look of pine straw but will not blow or wash away. Softscape is lightweight, covering 50% more area and allowing for water penetration of soil which keeps plants healthy but also inhibits weed growth.
- Cypress Fargo: This is also made from 100% cypress. This product is carefully debarked from red pond cypress logs.
- All Bark Cypress Royal: A premium product in the mulch industry which is made only from the bark of the Cypress log.
- Natural Pine Straw: Southern pine straw (needles) have been a staple southern mulch, used for years by homeowners and landscapers.
- All Bark Cedar: Super Grade "A" mulch made from 100% cedar trees which is carefully shredded to a very soft texture.
- Color Enhanced Hardwood: This mulch is made from hardwood fiber products. Nature's Reflections™ colorant gives the mulch a vibrant color.
- Path 'N Play Chips: These chips are used primarily for playgrounds and schools. They are made from 100% Virgin Forest products with no foreign materials or chemicals. They are certified to be safe for play areas by the International Play Equipment Manufacturer's Association (IPEMA)
- Humisoil® & XLR8® BIO: technology uses any vegetative green waste or compostable material, including wood material such as sawdust or chips or grindings from wood material, and applies a catalyst to stimulate natural reactions that manufactures and stores soil moisture. The 100% organic material is converted into HumiSoil®, a valuable soil amendment, reducing the need for fertilizers and chemicals while increasing production of agricultural products, including livestock grazing on pastureland.

Private Label Mulch and Soil Products

Our ability to custom color and private label our mulch products is another source of flexibility valued by our industry and one that presents growth opportunities with large retail stores and other parties that are larger than ourselves. We expect to expand our private label product offerings in 2023 when we begin manufacturing our own soil products pursuant to the terms of the VRM Sublicense. See Item 1. Business - Corporate History).

Cheetah™ Coloring Systems

The Company manufactures coloring machines in two different sizes for mulches under the brand Cheetah Coloring Systems™. We believe that our Cheetah coloring machines are highly regarded by our customers because they use water-based coatings made from quality ingredients and utilize a quality control process designed to produce consistent results during the production process. In addition, we believe that the Cheetah coloring machines that we manufacture and sell are energy efficient because they use electricity instead of diesel fuel and water efficient because they use less water than other competing machines, making them cost effective to operate and better for the environment. Among other reasons, the Cheetah™ coloring machines operate at a high speed, are capable of supporting multiple simultaneous conveyor belts and are powered by electricity which is cleaner energy than diesel power used by some competing machines.

Long-Term Direct Transportation Contracts

The Company has directly negotiated with CSV and Norfolk Southern Railroads to haul high volume loads of our products for distribution across the United States. We believe that these contracts are more favorable than those of our principal competitors, which are typically negotiated through brokers. In fact, other companies in our industry have outsourced their shipping needs to us because of our relationships with rail companies and long-term contracts on favorable terms to the Company.

Facilities

Corporate Headquarters, Warehouse and Retail Store in Astatula, Florida

On December 1, 2020, the Company purchased a 100-acre parcel of property located in Lake County, Astatula, Florida. The mixed-use property includes 5,000 square feet of office space, which serves as our headquarters, a warehouse, and a retail store, providing us with ample room for expansion. The property is used for tree debris collection, mulch manufacturing, and soil composting. At the on-site retail store, we sell over 20 different varieties of mulch directly to consumers.

Collection, Manufacturing and Bagging Site in Apopka, Florida

Our Apopka, Florida facility recycles wood and serves as a home-base for our collection equipment in the Florida region. The facility also manufactures mulch and operates two bagging lines. It has on-site coloring capabilities to produce a variety of different mulch products.

Storage and Mulch Manufacturing at Waste Management, Inc. Landfills in Apopka, Florida and Winter Garden, Florida

Pursuant to the Contractor Agreement, we use two of Waste Management, Inc.'s sites, one in Apopka, Florida and the other in Winter Garden, Florida.

Mulch Manufacturing Production and Storage Facility in Callahan, Florida

Our Callahan plant has been in operation since 1989. At this plant we manufacture cypress, hardwood pine, Nature's Reflection™ Softscape® and colored mulch. The plant operates a bagging line for these products. This property includes 100 acres of storage.

Colorant Manufacturing, Bagging Line Storage and R&D Facility in Jacksonville, Florida

The 100,000 square feet Jacksonville site operates a manufacturing plant, our retail store and collection site. At the Jacksonville site the Company manufactures colorants and operates a bagging line. The retail sales provide customers with access to many of our products. The property is also our collection site for feedstock and operates as our R&D facility for colorants.

Sawmills

Homerville, Georgia. The Homerville Sawmill is a 50-acre property located in Homerville, Georgia, operating since 1981, that processes cypress lumber as well as residual products, including all bark mulches, playground chips and saw dust. The mill currently operates as the nation's only mill to exclusively saw cypress with a capacity to saw 6,500,000 board feet of cypress lumber annually and is being retrofitted with an optimized edger and optimized gang saw that will increase its capacity to 10,000,000 board feet. The mill currently produces lumber in a wide range of different lengths and widths for many different uses. The mill also has a drying capacity of 3,108,000 board feet annually. The mill also has milling capabilities and produces more than 2500 trucks of our mulch products annually. In 2022, the Company completed upgrades to this mill to optimize operations that included an optimized edger saw, an optimized gang saw and a robotic palletizer.

Jasper, Florida. In December 2021, we closed on an acquisition of a sawmill in Jasper, Florida. The Jasper Mill saws southern yellow pine lumber as well as residual products, including pine bark, pine chips, pine dust, and pine shavings. We expect to ramp up both lumber and mulch production at the Jasper mill in the first quarter of 2023 subject to working capital availability.

Beaver, Washington. In December 2021 and in March 2022, we closed on an acquisition of a sawmill including certain real estate in Beaver, Washington. The Beaver mill is approximately 100,000 square feet. It has over \$8 million in existing infrastructure. It will be capable of producing 100 million board feet of lumber per year once retrofitted for our production. The Company has already engaged experts in mill optimization, design, and buildout for the retrofit of the mill and are in the preliminary planning phase for this project. We won't commence any expansion work until a funding source has been secured. The planned operations at the Beaver Washington facility are expected to enable us to launch our initial operations on the West Coast, increase our lumber, mulch, woodchip and manufactured mulch production, expand into new markets and supplement our product offerings in the west coast region of the United States. The mill is located in a federally approved Economic Opportunity Zone and it is eligible for certain tax credits. Our ownership and operation of the mill is supported by the nearby municipal and state governments.

Equipment

The Company uses a variety of heavy equipment from boom cranes, pickup trucks, bucket trucks, grapple trucks, grinders, chippers, front-end loaders, excavators, log loaders, disc and trommel screens, de-barkers, forklifts, semi-trucks and trailers and skid steer loaders, automated bagging and palletizing/stretch wrap systems, sawmill, batch blending system, and coloring machines in its operations.

The majority of the equipment used by the Company (and its operating subsidiaries) is owned outright by the Company, but the Company does lease certain equipment. The leases for such equipment contain terms that are customary in the industries in which the Company and its subsidiaries operate in for such equipment.

Sources and Availability of Materials

We obtain feedstock for our mulch production from a variety of sources that include our arbor care and disposal services divisions, our Jasper sawmill as well as locally sourced from other sawmills and importing raw materials for colorants from China. In addition, we obtain certain raw materials for our soil amendment products from VRM Global pursuant to the VRM Sublicense, as well as electricity and other local utilities. All of the raw materials we use in the production of our products are in abundant supply in China and the United States. Any significant interruption or negative change in the availability or economics of the supply chain for key inputs, such as the raw material cost of feedstock or colorants, could, however, materially impact our business, financial condition, results of operations or prospects. To the extent we are unable to obtain sufficient quantities of feedstock from our arbor care and disposal services divisions, we intend to purchase feedstock and colorants on a purchase order basis from local suppliers, or in the case of colorants from Chinese suppliers, at market prices based on our production requirements. In addition, we believe there will be adequate availability of electricity needed to power our Cheetah™ coloring machines and operate our sawmill production facilities. Consequently, our management believes that we will have access to a sufficient supply of the key inputs for the foreseeable future.

Company Contracts

In October 2021, the Company renewed a July 2019 agreement with Waste Management, Inc. through July 2025. This agreement allows the Company to continue using two of Waste Management, Inc.'s sites, one in Apopka, Florida and the other in Winter Garden, Florida. The Company uses these sites for tree removal and feedstock storage for NSR's disaster recovery services. The Company also obtained lease rights to permit it to manufacture and bag mulch on the properties. It further provides access to Waste Management Inc.'s feedstock that it collects.

On August 14, 2019, the Company was awarded a three-year contract for emergency debris and tree removal services in Oakland, Florida. On December 6, 2022, the parties agreed to extend the term of this agreement for a period of two years.

On September 10, 2019, the Company was awarded, as the primary contractor, the tree trimming and removal services contract for the Orange County, Florida public school system. The agreement has a three-year term and covers 267 properties, including schools, administrative sites, technical colleges, and maintenance facilities.

On October 2, 2019, the Company signed an agreement to purchase certain equipment assets, including a dual line mulch bagging system, a mulch coloring system, a screening plant with regrind wood hog and a radial stacking conveyor. The equipment is expected to be installed at the Company's newly opened wood debris recycling facility, located within Waste Management Inc.'s Vista Landfill in Apopka, Florida.

On October 9, 2019, the Company took delivery of several new wood debris recycling equipment units to be used at its newly opened wood debris processing facility located within Waste Management Inc.'s Vista Landfill in Apopka, Florida. The equipment consists of a new horizontal grinder and new excavator with continuous rotating grapple supported by a new wheel loader.

In 2020, we entered into contracts to package Old Castle Law and Garden's mulch for distribution in the Midwest, which was later increased in September 2021 to 1.5 million bags of mulch. We expanded our relationship with Menard's, in which they agreed to a 25% location increase for our distribution. We entered into agreements to sell mulch to the Kroger Company; Circle K (which was

expanded in November 2020. We also entered into contracts for disaster and storm recovery for Sulphur, Mississippi and Vero Beach, Florida.

In 2021, we renewed our contract to sell mulch to Lowe's Home Improvement, one of our largest customers, through 2023. The company expanded its relationship with Menard's which increased orders for our mulches by 50% for 2022. The company also entered into additional agreements to sell mulch to Circle K and Kroger.

In September 2021, the Company acquired a fully automated soil manufacturing and blending production system that is currently being installed in our Jacksonville, Florida facility. This equipment is expected to be operational in the fourth quarter of 2022.

In December 2021 and March 2022, the Company closed on the acquisitions of sawmills in Jasper, Florida and Beaver, Washington, which is expected to significantly expand our sawing capabilities and geographic reach once these mills ramp up expected production.

In February 2022, the Company entered into an agreement with Orange County, Florida to provide tree trimming and related services for roads and drainage for up to \$5.7 million over the three-year term of contract based on purchase orders if and when issued by Orange County during the contract term.

Corporate Information

We are currently incorporated and in good standing in the State of Delaware. Our principal executive offices are located at 24200 CR-561, Astatula, Florida 34705, and our telephone number is (407) 886-8733. Our website address is www.sustainablegreenteam.com. The information contained on our website is not incorporated by reference into this registration statement, and you should not consider any information contained on, or that can be accessed through, our website as part of this registration statement or in deciding whether to purchase our common shares.

REGULATORY

We are subject to various federal, state and local laws and regulations, compliance with which increases our operating costs, limits or restricts the services and products provided by our operating segments or the methods by which our operating segments offer, sell and fulfill those services or products or conduct their respective businesses, or subjects us to the possibility of regulatory actions or proceedings. Noncompliance with these laws and regulations can subject us to fines or various forms of civil or criminal prosecution, any of which could have a material adverse effect on our reputation, business, financial position, results of operations and cash flows.

These federal, state and local laws and regulations include laws relating to wage and hour, immigration, permitting and licensing, workers' safety, tax, healthcare reforms, collective bargaining and other labor matters, environmental, federal motor carrier safety, employee benefits and privacy and customer data security. We must also meet certain requirements of federal and state transportation agencies, including requirements of the U.S. Department of Transportation and Federal Motor Carrier Safety Administration, with respect to certain types of vehicles in our fleets. We are also regulated by federal, state and local laws, ordinances and regulations which are enforced by Departments of Agriculture, the Environmental Protection Agency and similar government entities.

Employee and Immigration Matters

We are subject to various federal, state and local laws and regulations governing our relationship with and other matters pertaining to our employees, including regulations relating to wage and hour, health insurance, working conditions, safety, citizenship or work authorization and related requirements, insurance and workers' compensation, anti-discrimination, collective bargaining and other labor matters.

We are also subject to the regulations of U.S. Immigration and Customs Enforcement ("ICE"), and we are audited from time to time by ICE for compliance with work authorization requirements. In addition, some states in which we operate have adopted immigration employment protection laws. Even if we operate in strict compliance with ICE and state requirements, some of our employees may not meet federal work eligibility or residency requirements, despite our efforts and without our knowledge, which could lead to a disruption in our work force.

Environmental Matters

Our businesses and sites on which we operate are subject to various federal, state and local laws and regulations regarding environmental, health and safety matters, including the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Emergency Planning and Community Right-to-Know Act, the Oil Pollution Act and the Clean Water Act, each as amended. Among other things, these laws and regulations regulate the emission or discharge of materials into the environment, govern the use, storage, treatment, disposal, handling and management of hazardous substances and wastes, and protect the health and safety of our employees. These laws also impose liability for the costs of investigating and remediating, and damages resulting from, present and past releases of hazardous substances, including releases by us or prior owners or operators, at sites we currently own, lease or operate, customer sites or third-party sites to which we sent wastes. During fiscal year 2022, we did not incur any material capital expenditures for liabilities arising from the enforcement of any applicable environmental regulations.

State and Municipal Regulation; Permitting and Licensing

Each state in which we now operate or may operate in the future has laws and regulations governing (1) water and air pollution, and the generation, storage, treatment, handling, processing, transportation, incineration and disposal of storm debris; (2) in most cases, the siting, design, operation, maintenance, closure and post-closure maintenance of certain types of storm debris collection sites; and (3) in some cases, vehicle emissions limits or fuel types, which impact our collection operations. Such standards typically are as stringent as and may be more stringent and broader in scope than, federal regulations. Most of the federal statutes noted above authorize states to enact and enforce laws with standards that are more protective of the environment than the federal analog. These laws and regulations may impact our operations directly and indirectly from the obligations and restrictions they impose on our business partners, including Waste Management, Inc., which owns two of the sites we use.

Many municipalities in which we currently operate or may operate in the future also have ordinances, laws and regulations affecting our operations. These include zoning and health measures that limit our activities to specified sites or conduct, flow control provisions that direct the delivery of wastes to specific facilities or to facilities in specific areas, or other restrictions on the movement of wastes into a municipality.

Some states have enacted laws that allow agencies with jurisdiction over waste management facilities to deny or revoke permits based on the applicant's or permit holder's compliance status. Some states also consider the compliance history of the corporate parent, subsidiaries and affiliates of the applicant or permit holder.

Certain permits and approvals issued under state or local law may limit the types of waste that may be accepted at a solid waste management facility or the quantity of waste that may be accepted at a solid waste management facility during a specific time period. In addition, certain permits and approvals, as well as certain state and local regulations, may limit a solid waste management facility to accepting waste that originates from specified geographic areas or seek to restrict the importation of out-of-state waste or otherwise discriminate against out-of-state waste. Generally, restrictions on importing out-of-state waste have not withstood judicial challenge. However, from time-to-time federal legislation is proposed which would allow individual states to prohibit the disposal of out-of-state waste or to limit the amount of out-of-state waste that could be imported for disposal and would require states, under certain circumstances, to reduce the amounts of waste exported to other states. Although such legislation has not been passed by Congress, if similar legislation is enacted, states in which we operate solid waste management facilities could limit or prohibit the importation of out-of-state waste. Such actions could materially and adversely affect the business, financial condition and results of operations of any of our landfills within those states that receive a significant portion of waste originating from out-of-state.

Certain states and localities may restrict the export of waste from their jurisdiction or require that a specified amount of waste be disposed of at facilities within their jurisdiction. Some proposed federal legislation would allow states and localities to impose flow restrictions. Those restrictions could reduce the volume of waste going to solid waste management facilities in certain areas, which may materially adversely affect our ability to operate our facilities. Those restrictions also may result in higher disposal costs for our collection operations. Flow control restrictions could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

Employees

As of March 31, 2023, we have employed approximately 242 full time employees, none of whom are presently represented by a labor union, 18 of them being seasonal. We consider our relations with our employees to be good.

Seasonality and Weather Conditions

Our services and products have seasonal variability such as increased mulching in the spring, tree removal and cleanup work in the fall, and disaster (hurricane) recovery in the summer and the fall. This can drive fluctuations in revenue, costs and cash flows for interim periods.

Typically, our revenues and net income have been higher in the spring, which corresponds with our second fiscal quarter. Seasonality and extreme weather events cause our results of operations to vary from quarter to quarter and year to year for the same quarter.

Weather may impact the timing of performance of our services and sales of our products (mulch) from quarter to quarter. Certain extreme weather events, such as hurricanes and tropical storms, can result in increased revenues related to cleanup and other services. However, such weather events may also impact our ability to deliver other services and our products or cause damage to our facilities or equipment. These weather events can also result in higher fuel costs, higher labor costs and shortages of raw materials and products. As a result, a perceived earnings benefits related to extreme weather events may be moderated.

Intellectual Property

We, primarily through our subsidiaries, hold or have rights to use various service marks, trademarks and trade names we use in the operation of our businesses that we deem particularly important to each of our businesses. As of December 31, 2022, we had over twenty trademarks for bag labels.

Mulch Manufacturing, Inc. was assigned a patent on our latest product line, Softscape®, which is lighter in weight and has a more uniform appearance than other mulches. The patent was issued by the U.S. Patent and Trademark Office on March 8, 2011 and expires on March 8, 2031, the 20 year initial standard patent protection period, at which time we may seek to renew it. The Softscape® patent covers the manufacturing process and the attributes making the mulch lighter in weight and more uniform in appearance other mulches. Although Softscape® is patent protected, we do not seek patent protection for the formulas of the colorants we manufacture.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying audited condensed consolidated financial statements as of December 31, 2022 and January 1, 2022 and for the three months and twelve months ended December 31, 2022 and January 1, 2022 have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). In the opinion of management, such financial information includes all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair presentation of the Company’s financial position at such date and the operating results and cash flows for such periods. Operating results for the three months and nine months ended December 31, 2022, are not necessarily indicative of the results that may be expected or for any subsequent interim period.

The Company has adopted the period end dates conforming to the industry standards used by MM, the Company’s largest operating subsidiary. These period end dates follow a 52/53-week fiscal year which ends on the Saturday nearest to December 31. On December 31, 2022 the Company’s fiscal year ended in alignment with the calendar ending period of December 31, 2022. As a result the Company has choose to conform to standard calendar month end and year end reporting to simplify comparative reporting periods. This decision has no material impact on the Company’s operating and/or financial reporting practices and procedures.

In December 2019, the FASB issued ASU 2019-12, simplifying the Accounting for Income Taxes (Topic 740) as part of its simplification initiative to reduce the cost and complexity in accounting for income taxes. This guidance is effective for interim and annual reporting periods beginning within 2021.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). The standard requires all leases that have a term of over 12 months to be recognized on the balance sheet with the liability for lease payments and the corresponding right-of-use asset initially measured at the present value of amounts expected to be paid over the term. Recognition of the costs of these leases on the income statement will be dependent upon their classification as either an operating or a financing lease. Costs of an operating lease will continue to be recognized as a single operating expense on a straight-line basis over the lease term. Costs for a financing lease will be disaggregated and recognized as both an operating expense (for the amortization of the right-of-use asset) and interest expense (for interest on the lease liability). This standard was effective for the Company's interim and annual periods beginning January 1, 2019 and was applied on a modified retrospective basis to leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The adoption of ASU 2016 - 02 had a material impact on the Company's consolidated financial statements and related disclosures.

Principles of Consolidation

The audited condensed consolidated statement of operations for the three -months periods ending March 31, 2022 and April 2, 2023 includes the accounts of SGTM, NRS LLC, MM, DDP LLC, Rose, and SGMC

The audited condensed consolidated statement of changes in stockholders' equity for the three months ending March 31, 2023 and April 2, 2023, includes the account balances of SGTM, NRS LLC, MM, DDP LLC, Rose, and SGMC.

The audited condensed consolidated statement of cash flows for the periods ending March 31, 2023 and April 2, 2022 includes the accounts of SGTM, NRS LLC, MM DDP LLC, and Rose.

Use of Estimates

The preparation of the audited condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, equity-based transactions, revenue and expenses and disclosure of contingent liabilities at the date of the consolidated financial statements. The Company bases its estimates and assumptions on historical experience, known or expected trends and various other assumptions that it believes to be reasonable. As future events and their effects cannot be determined with precision, actual results could differ from these estimates which may cause the Company's future results to be affected.

NOTE 3 – FINCAIAL STATEMENTS

Revenue

The Company's revenues are derived from two major types of services to clients: landscape recovery services and the manufacturing and sale of landscape mulch. With respect to landscape recovery services, the Company provides tree services, debris hauling and removal and biomass recycling.

The Company recognizes revenue when its performance obligations are satisfied. With respect to landscape recovery services, its performance obligation is satisfied upon the completion of the landscape services for its customers. With respect to the manufacturing and selling of landscape mulch, its performance obligation is satisfied upon delivery to its customers. Services are provided for cash or on credit terms. These credit terms, which are established in accordance with local and industry practices, require payment generally within 30 days of performance or end of season for qualifying orders. The Company estimates and reserves for its bad debt exposure based on its experience with past due accounts and collectability, the aging of accounts receivable and its analysis of customer data. Revenue consists of the following by service and product offering for the three months ending March 31, 2023 and April 2, 2022 were as follows:

	1 st Quarter	
	March 31, 2023	April 2, 2022
Mulch Manufacturing (MMI)	\$ 6,496,131	\$ 9,392,974
National Storm Recovery (NSR)	1,899,463	936,475
- less Intercompany Sales	(630,745)	-
National Storm Recovery - External	\$ 1,268,718	\$ 936,475
Revenue	\$ 7,764,850	\$ 10,329,448

The Company recorded \$0.6M in intercompany sales related to sales between NSR and MMI. These transactions were recorded at the entity level and eliminated in consolidations. Net of intercompany the Company revenues increased 24.8%. The revenue drop was the result of the follow:

- The Homerville Sawmill was shut down due to a scheduled rebuilt. An optimized Edger and optimized Gang saw were installed to increase production volume, mill efficiencies, with a reduction in labor cost. The project was initially estimated to take 30 to 45 days. Due to a broken supply chain the project took 90 days to get to completion. (\$0.9M)
- Old Castle APG our largest preseason buyer of bagged mulch products experienced 22% reduction sales in 2022. This forced Oldcastle to carry over inventory from the 2022 season causing a reduction of preseason purchases. (\$0.7M)
- Mulch MFG Inc. elected not continue doing business with Kroger in the Midwest due to unfavorable margins. (\$0.3M)
- The 2023 mulch season has been delayed due to a longer and wetter Winter in the Midwest. We do expect the season to kick off in late April or early May. (\$0.9M)
- Partially offsetting this shortfall was an increase in the National Storm Recovery entity whereby revenues increased from municipal contract expansion by \$0.3M (from \$0.9M to \$1.2M) during the 1st quarter.

Advertising and Marketing Costs

The Company expenses advertising and marketing costs as they are incurred. Advertising and marketing expenses were \$324,617 vs. \$72,992 for the three months ending March 31, 2023 and April 2, 2022, respectively, and are recorded in selling, general and administrative expenses on the statement of operations. The increase in the year over year expense is due to the Company's 4th quarter relationship with ACCEL who has partnered with the Company to provide a retail value of \$30 million dollars in marketing expertise over a five-year term. These marketing expenses are focused on activities related to the Company's new product line, HumiSoil, and are expected to increase product awareness in 400 million television households on Fox & Bloomberg on a weekly base. The realized cost the marketing partnership was \$7.2M and is expensed evenly over the term of the agreement.

Other Income/Expense

<u>Category</u>	<u>1st Quarter</u>	
	<u>Mar 31, 2023</u>	<u>Apr 2, 2022</u>
Interest Expense, net	\$ (1,016,556)	\$ (425,044)
Bargain Purchase Gain (loss)	-	598,300
Debt Forgiveness/Grant (ERC)	1,805,266	16,923
Gain on Sale of Fixed Assets	-	-
Other Income, net	10,202	66,606
Total Other Income (expense)	\$ 798,911	\$ 256,785

The Company's increase in interest expense over the past three months results from high interest loans tied to operational cash requirements and finalization of the R. Spencer litigation (*additional context in Legal Claims*). The Company has proactively looked to mitigate this high borrowing expense through restructuring its debt through more traditional lending partners which it expects to complete by the end of the second quarter of 2023.

The Company submitted and received successful approval for the IRS on the Employee Retention Credit relating to 2021 in the amount of \$2.2M. Of this amount the Company recorded \$1.8M as other income due cash advance expenses to the accelerating receipt of funds through a 3rd party lender.

The Company realized bargain purchase gains resulting from equipment and building purchases in the 1st quarter of 2022 tied to the Beaver Washington facility. Building and equipment appraisals were obtained in conjunction with the Company's USDA loan application. The variance between appraised value vs. purchase price was recorded in accordance to ASC 805-30-25-2 (building and equipment acquired through auction and were sold through a distressed buyer).

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the consolidated financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets, including tax loss and credit carry forwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company utilizes ASC Topic 740, "Income Taxes," which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements or tax returns. The Company accounts for income taxes using the asset and liability method to compute the differences between the tax basis of assets and liabilities and the related financial amounts, using currently enacted tax rates. A valuation allowance is recorded when it is "more likely-than-not" that a deferred tax asset will not be realized. For tax positions that meet a "more likely than not" threshold, the Company recognizes the benefit in the consolidated financial statements.

For the three months ended March 31, 2023, the Company recognized approximately \$0 tax expense and a \$617,839 tax benefit. These tax provisions were based on a 21% effective rate for federal and state income taxes in 2023 after accounting for permanent differences between book and taxable income. The Company's practice is to recognize interest and penalties, if any, related to uncertain tax positions in income tax expense in the consolidated statements of operations.

Cash

The Company considers all highly liquid short-term instruments that are purchased with an original maturity of three months or less to be cash equivalents. The Company did not have any cash equivalents as of March 31, 2023 and April 2, 2022. In March of 2023 the Company had limited cash on hand due to litigation with former owner which concluded in December of 2022 resulting in the company purchasing back all shares of common stock, 28,602,014 shares, in the amount of \$4,937,500 of which \$3,437,500 occurred in 2022 with the remaining \$1,500,000 to be paid in accordance with the December Settle agreement outline in Note 5 below. The Company has engaged in financing activities to cure the current cash position and expects to restructure its debt position through traditional lending by the end of the 2nd quarter of 2023.

Account Receivable

The Company periodically assesses its accounts receivable for collectability on a specific identification basis. If collectability of an account becomes unlikely, an allowance is recorded for that doubtful account. The Company maintained its allowance for doubtful accounts of approximately \$180,000 based upon aged receivable from year end December 31, 2022.

The Company recorded receivables related to the submission and acceptance of the Employee Retention credit from the IRS in the 1st quarter of 2023 in the amount of \$1,805,266. This balance includes the fees associated with advancing moneys from an approved lender. Net of this increase the Company's accounts receivable increased by \$0.4M due to fees associated with prior years decision to factor their receivables.

Due from Factor

The Company entered into an accounts receivable factoring arrangement with a financial institution (the "Factor") on March 2, 2022. Pursuant to the terms of the arrangement, the Company transferred a portion of its receivables to the Factor, on a recourse basis. The eligible accounts receivable consists of accounts receivable generated by sales to certain customers. The eligible amount of customer accounts receivables which may be transferred under the Receivables Facility is \$5,000,000. The Receivables Facility was retired on August 22, 2022. As of October 1, 2022, there are \$0 receivables Due from factor on the Company's consolidated balance sheet.

Inventories

Inventories are stated at the lower of cost or net realizable value, with cost determined by the weighted-average cost method using full absorption costing for manufactured goods.

	March 31, 2023	Dec. 31, 2022
Raw Materials	\$ 9,629,150	\$ 3,432,215
Work in Process	10,822,954	11,713,338
Finished Goods	3,537,317	3,510,626
Inventory Reserve	(4,479,988)	-
Total Inventory	\$ 19,509,432	\$ 18,656,179

The Company's 1st quarter cycle count reflected an increase in hardwood raw material (vs. year end) which was not purchased or receipted from National Storm Recovery. To account for this variance the Company has recorded an Inventory Reserve of \$4.5M to and is in process of reviewing the weighted average cost of this product. All other inventories remained relatively constant vs. end of year valuations.

Prepaid Expenses and Other Current Assets

The Company entered into a long-term marketing agreement on October 5, 2022 to increase brand awareness for its new product line, HumiSoil. The transaction reflected a market value of \$30 million over a 5 year term based upon television access to 400 million households on a weekly base weekly viewings scheduled on Bloomberg and Fox. The Company recorded this transaction as a prepaid advertising asset in October of 2022 at a value of \$7,175,000 (3,500,000 common shares valued at \$2.05 on the date of the transaction). The Company expensed 3 months of marketing services totaling \$358,750 in the 4th quarter of 2022 (straight line expense based upon the 60 month term). The Company reserves the right to adjust the monthly expense based upon marketing activity tied to the new product line. The below illustrates the year over year change in prepaid and other current assets:

	March 31, 2023	Dec. 31, 2022
Advances on inventory	\$ 20,000	\$ 20,000
Prepaid expenses	6,522,645	7,150,344
<u>Other assets</u>	<u>2,570,505</u>	<u>1,627,622</u>
PPD & Other Current Asset Total	\$ 9,113,149	\$ 8,797,966

The Company's increase in "Other Assets" reflects the 1st quarters recording of deferred tax asset resulting from the reduced revenue outline in the Revenue section above.

Property and Equipment

Property and equipment are recorded at cost. Expenditures that enhance the useful lives of the assets are capitalized and depreciated. Depreciation is computed using the straight-line method over the estimated useful lives of the related capitalized assets. Machinery and equipment is generally depreciated over 7 years. Vehicles are generally depreciated over 5 years. Maintenance and repairs are charged to expense as incurred. At the time of retirement or other disposition of property and equipment, its cost and accumulated depreciation is removed from the accounts and the resulting gain or loss, if any, is reflected in operations.

	March 31, 2023	Dec. 31, 2022
Machinery and equipment	\$ 20,415,588	\$ 20,449,231
Vehicles	4,441,312	4,441,312
Land	670,643	407,691
Buildings	14,483,053	14,483,053
Leasehold improvements	8,140,973	8,140,973
Construction in process	<u>26,765,568</u>	<u>25,692,470</u>
Gross Property & Equipment	74,917,136	73,614,729
Less: accumulated depreciation	(10,184,296)	(9,280,966)
Property and equipment, net	\$ 64,732,840	\$ 64,333,763

The Company increased the net asset value of property and equipment by \$0.3M. Leasehold Improvements in the Homerville facility were completed in March and the sawmill optimization project is scheduled to go live in April which should result in increased production of 30% without impacting labor and overhead. Additional Leasehold improvements also occurred in the Jasper and Beaver properties, whereby, Jasper is expected to go live in the 2nd quarter of 2023 while the Beaver facility has a target go live date of 2025.

Other Assets

	March 31, 2023	Dec. 31, 2022
Long-term investments	\$ 987,647	\$ 968,513
Goodwill	224,000	224,000
Intangibles	14,231,250	14,473,880
ROU asset	10,191,386	10,474,406
Other Assets	\$ 25,634,283	\$ 26,140,798

Long Term Investments

The Company has 0.39% ownership in an insurance group which provides annual dividends to the Company on a recurring basis. The Company valued this investment on March 31, 2023 in the amount of \$987,647.

Goodwill

Goodwill represents the excess of the purchase price of the acquired business over the estimated fair value of the identifiable net assets acquired. Goodwill is not amortized but is tested for impairment at least annually at year end, at the reporting unit level or more frequently if events or changes in circumstances indicate that the asset might be impaired. Goodwill is tested for impairment at the reporting level by first performing a qualitative assessment to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying value. If the reporting unit does not pass the qualitative assessment, then the reporting unit's carrying value is compared to its fair value. The fair values of the reporting units are estimated using market and discounted cash flow approaches. Goodwill is considered impaired if the carrying value of the reporting unit exceeds its fair value. The discounted cash flow approach uses expected future operating results. Failure to achieve these expected results may cause a future impairment of goodwill at the reporting unit. No impairment of goodwill was recorded by the Company for the three months ended March 31, 2023.

Intangible Assets

The Company records its intangible assets at cost in accordance with Accounting Standards Codification ("ASC") 350. Finite lived intangible assets are amortized over their estimated useful life using the straight-line method, which is determined by identifying the period over the term of the agreement. During the three and twelve months ended December 31, 2022 the Company performed valuation and impairment testing did not record a loss on impairment.

The Company entered into a 15-year licensing agreement with VRM Biologik on October 12, 2022 which provides the Company exclusive US and Caribbean distribution rights to VRM Biologik's HumiSoil IP (10-year base agreement with a 5-year option to extend at no cost). This IP is expected to provide a material disruption to the US and Caribbean fertilizer & soil industry. The Company issued 6,000,000 shares of common stock to VRM Biologik on October 12, 2022 for the IP and exclusive distribution rights. The Company values this investment at \$14,400,000 or \$2.40 per share transaction based upon the close price on the date of the transaction and the Company began expensing this transaction using the straight-line method.

Sale/Leaseback

The Company reviews long-lived assets, including finite-lived intangible assets and right of use ("ROU") lease assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is determined by comparing the forecasted undiscounted net cash flows of the operation to which the assets relate to the carrying amount. If the operation is determined to be unable to recover the carrying amount of its assets, then these assets are written down first, followed by other long-lived assets of the operation to fair value. Fair value is determined based on discounted cash flows or appraised values, depending on the nature of the assets.

The Company entered into a lease agreement (the "Lease") with a third-party financing company (the "Lessor") on August 8, 2022 whereby the Lessor provided the Company with \$7,500,000 in financing to purchase equipment located at the Company's facilities in Jasper, Florida, Callahan, Florida and Homerville, Georgia (the "Equipment"). The Equipment was leased back to the

Company pursuant to the Lease which includes the following key financial terms: an initial lease term of 30-months from the base period commencement date which period will automatically renew for successive one-year periods unless the Company notifies the Lessor at least 150 days prior to the end of the term of its intent to terminate the lease or exercise a buyout option. The Company has the right to buyout the Renewal Period obligations for an amount to be determined by Lessor and the Company. The monthly rental payments due by the Company under the Lease are initially \$262,125 plus applicable sales/use and property tax subject to increase by an amount equal to 0.0006776 for every five basis point increase in thirty-six (36) month U.S. Treasury Notes as of the date of the lease multiplied by \$7,500,000. The thirty-six (36) month U.S. Treasury Note yield is used as the basis for the calculation of the increase is 3.56%. In addition, the Company granted the Lessor a security interest in the equipment which is the subject of the Lease. The sale/leaseback transaction was recorded as a ROU Asset and Liability in accordance with ASC 842 and the fixed assets were reduced accordingly.

	<u>Mar 31, 2023</u>	<u>Dec 31, 2022</u>
ROU Liability	10,117,969	10,490,776
Finance Lease	5,730,850	5,730,850
Operational Lease	4,387,119	4,759,926

As of March 31, 2023, remaining maturities of lease liabilities were as follows:

	Finance Lease	Operating Lease
2023	\$ 2,130,480	\$ 659,708
2024	3,044,349	646,991
2025	542,835	699,052
2026	0	599,741
2027	0	645,527
2028 and thereafter		\$ 1,209,518

Accounts Payable & Accrued Expense

Accounts payable and accrued expenses consist of the following amounts:

<u>Category</u>	<u>Mar 31, 2023</u>	<u>Dec. 31, 2022</u>
Accounts Payable	\$ 7,230,303	\$ 4,491,100
Accrued Interest	181,005	34,392
Accrued Expenses	531,266	239,528
Total	\$ 7,942,574	\$ 4,765,019

The Company's increase in accounts payable is directly related to funds available resulting from the conclusion of litigation with the former owner. Accounts Payable increased further due to the seasonality of the business.

Notes Payable

Notes Payable are summarized as follows:

<u>Mar 31, 2023</u>	<u>Dec 31, 2022</u>
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Summary of Outstanding Debt

<u>Category</u>		
Real Estate	\$12,626,833	\$12,704,300
Equipment	\$10,893,544	\$11,311,148
Jasper Acquisition	\$5,199,117	\$5,276,354
Other Obligations	\$2,950,520	\$1,641,779
<u>Related Parties</u>	<u>\$1,500,000</u>	<u>\$1,500,000</u>
Total Debt Obligation	\$33,170,014	\$32,433,582

The Company increased its debt obligation by \$0.7 million due to immediate cash requirements required for operating capital, by way of Merchant Cash Advances (MCA). The Company is in process of refinancing these obligations through a revolving line of credit and other traditional long term fixed rate instruments which are expected to be in place by the completion of the 2nd quarter of 2023. Below is a detailed schedule of the company's debt obligations:

<u>Breakdown by Outstanding Note</u>	<u>Mar 31, 2023</u>	<u>Dec 31, 2022</u>
Seller note payable bearing interest at 6.0%, monthly payments of principal and interest of \$82,390 beginning January 2023 with a \$9,476,902 balloon due December 2028, secured by mortgaged real estate	\$11,572,533	\$11,650,000
Various third-party obligations secured by assets the Company acquired subject to this indebtedness to various third-party creditors, bearing interest at a 5% average rate. Monthly payments of \$122,881 principal and interest beginning January 2022 through March 2027	\$2,861,484 \$1,375,861	\$2,896,912 \$1,433,431
Unsecured note payable to seller on bulk equipment purchase, bearing 4.0% interest. First \$300,000 payment of principal and interest due March 2022, \$200,000 payments of principal and interest due quarterly thereafter until paid in full	\$961,772	\$952,208
Note payable to a bank, secured by equipment, bearing interest at 2.95%. Monthly payments of principal and interest in the amount of \$28,698 beginning January 2021 and due through December 2025	\$910,234	\$989,033
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$1,699 due August 2020 through July 2025.	\$43,873	\$48,460
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$7,050 due August 2020 through July 2025.	\$182,011	\$201,042
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$679 due		

August 2020 through July 2025.	\$17,531	\$19,365
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$8,316 due August 2020 through July 2025.	\$214,702	\$237,151
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$7,034 due August 2020 through July 2025.	\$256,777	\$275,008
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$7,392 due February 2021 through January 2026.	\$237,066	\$256,538
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$5,230 due December 2020 through November 2025.	\$153,809	\$167,729
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$5,201 due November 2020 through October 2025.	\$148,320	\$162,214
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$5,201 due October 2020 through September 2025.	\$138,977	\$152,968
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$4,662 due August 2020 through July 2025	\$120,366	\$132,952
Note payable to an equipment financing company bearing interest at 3.95%. Monthly payments of principal and interest of \$5,201 due August 2020 through July 2025.	\$143,657	\$157,599
Note payable to the individual seller of the landscaping and recovery services business to NSR LLC bearing interest at 5%. Monthly payments of \$5,000 are due through October 2023 with a \$100,000 balloon due November 2023	\$131,151	\$140,003
Non-interest bearing note payable to an equipment financing company with monthly principal payments of \$5,842 due December 2021 through November 2023	\$46,732	\$64,256
Note payable to an equipment financing company bearing interest at 9%. Due to three month COVID-19 payment suspension, monthly payments		

of principal and interest increased from \$3,933 to \$3,993 and extended three months through December 2023	\$38,372	\$49,349
Note payable to an equipment financing company bearing interest at 5.94%. Monthly payments of principal and interest of \$1,174 beginning January 2022 through March 2028	\$60,798	\$63,390
Note payable to an equipment financing company bearing interest at 8%. Due to three month COVID-19 payment suspension, monthly payments of principal and interest increased from \$2,410 to \$2,452 and extended three months through December 2023	\$23,680	\$30,495
Note payable to an equipment financing company bearing interest at 9%. Due to three month COVID-19 payment suspension, monthly payments of principal and interest increased from \$1,861 to \$1,890 and extended three months through December 2023	\$18,164	\$23,359
Note payable to an equipment financing company bearing interest at 8%. Due to three month COVID-19 payment suspension, monthly payments of principal and interest increased from \$1,808 to \$1,840 and extended three months through December 2023	\$17,757	\$22,863
Note payable to an equipment financing company bearing interest at 11%. Due to five month COVID-19 payment suspension, monthly payments of principal and interest of \$1,692 due from August through July 2023 with a \$10,152 balloon payment in August 2023	\$16,305	\$20,843
Note payable to an equipment financing company bearing interest at 12%. Due to five month COVID-19 payment suspension, monthly payments of principal and interest of \$1,749 due from August 2020 through June 2023 with a \$10,496 balloon payment in July 2023	\$15,207	\$19,886
Note payable to an equipment financing company bearing interest at 8%. Monthly payments of principal and interest of \$977 due through Aug-24	\$15,652	\$18,236
Note payable to an equipment financing company bearing interest at 8%. Monthly payments of principal and interest of \$932 due through Sep-24	\$106,784	\$18,236
Note payable to an equipment financing company bearing interest at 8%. Monthly payments of principal and interest of \$766 due through Aug-24	\$12,457	\$14,514

Note payable to an equipment financing company bearing interest at 8%. Due to three month COVID-19 payment suspension, monthly payments of principal and interest increased from \$751 to \$765 and extended three months through January 2024	\$8,077	\$10,175
Note payable to an equipment financing company bearing interest at 10.64%. Monthly payments of principal and interest of \$1,060 due through Feb-27	\$40,593	\$42,656
Note payable to an individual bearing interest at 12%. Monthly payments of interest of \$5,000 starting on March 17, 2022 and due through February 2023. The principal is due no later than February 17, 2023, with no penalty for prepayment	\$500,000	\$500,000
Note payable to an individual bearing interest at 12%. Monthly payments of interest of \$10,000 starting on Dec 15, 2022 and due through Dec 2023. The principal is due no later than Dec 15, 2023, with no penalty for prepayment	\$1,000,000	\$1,000,000
Note payable to an equipment financing company bearing interest at 11.45%. Monthly payments of principal and interest of \$18,121 due through Mar-27	\$696,475	\$729,954
Note payable to an equipment financing company bearing interest at 11.45%. Monthly payments of principal and interest of \$11,312 due through Mar-27	\$434,769	\$455,668
Note payable to an equipment financing company bearing interest at 12.45%. Monthly payments of principal and interest of \$7,762 due through Apr-27	\$297,434	\$311,037
Note payable to an equipment financing company bearing interest at 12.13%. Monthly payments of principal and interest of \$2,610 due through Apr-27	\$100,634	\$105,273
Note payable to an equipment financing company bearing interest at 12.00%. Monthly payments of principal and interest of \$812 due through Jun-28	\$37,866	\$39,129
Note payable to an equipment financing company bearing interest at 10.59%. Monthly payments of principal and interest of \$7,067 due through Jun-28	\$340,693	\$352,562
Note payable to an equipment financing company bearing interest		

at 10.20%. Monthly payments of principal and interest of \$4,359 due through Apr-27	\$174,185	\$182,586
Note payable to an equipment financing company bearing interest at 11.86%. Monthly payments of principal and interest of \$2,588 due through May-25	\$59,266	\$65,101
Note payable to an equipment financing company bearing interest at 3.61%. Monthly payments of principal and interest of \$7,907 due through Apr-27	\$359,972	\$380,264
Note payable to an equipment financing company bearing interest at 3.61%. Monthly payments of principal and interest of \$6,937 due through Apr-27	\$315,803	\$333,606
Note payable to an equipment financing company bearing interest at 3.49%. Monthly payments of principal and interest of \$7,118 due through Apr-27	\$324,798	\$343,157
Note payable to an equipment financing company bearing interest at 7.70%. Monthly payments of principal and interest of \$2,416 due through May-27	\$103,156	\$108,319
Note payable to an equipment financing company bearing interest at 6.99%. Monthly payments of principal and interest of \$14,056 due through Jun-27	\$619,088	\$649,896
Note payable to an equipment financing company bearing interest at 6.99%. Monthly payments of principal and interest of \$2,307 due through Jun-27	\$101,602	\$106,658
Note payable to an equipment financing company bearing interest at 6.99%. Monthly payments of principal and interest of \$1,468 due through Jun-27	\$64,633	\$67,848
Note payable to an equipment financing company bearing interest at 6.99%. Monthly payments of principal and interest of \$2,780 due through Jun-27	\$122,422	\$128,513
Note payable to a financing company bearing interest at 78%. Weekly payments of principal and interest of \$8,719 due through Jun-23	\$49,678	\$143,257

Note payable to a financing company bearing interest at 100%. Weekly payments of principal and interest of \$5,346 due through 3/1/2023 (note retired)	\$0	\$43,777
Note payable to a financing company bearing interest at 117%. Weekly payments of principal and interest of \$3,000 due through 3/1/2023 (note retired)	\$0	\$28,927
Note payable to an equipment financing company bearing interest at 6.99%. Monthly payments of principal and interest of \$5,064 due through Sep-27	\$229,912	\$240,827
Note payable to an equipment financing company bearing interest at 8.3%. Monthly payments of principal and interest of \$6,474 due through Oct-27	\$291,126	\$304,244
Note payable to an equipment financing company bearing interest at 8.3%. Monthly payments of principal and interest of \$6,474 due through Oct-27	\$291,126	\$304,244
Note payable to an equipment financing company bearing interest at 10.6%. Monthly payments of principal and interest of \$3,618 due through Dec-27	\$159,348	\$165,809
Note payable to an equipment financing company bearing interest at 10.6%. Monthly payments of principal and interest of \$3,836 due through Dec-27	\$168,979	\$175,831
Note payable to an equipment financing company bearing interest at 3.4%. Monthly payments of principal and interest of \$12,767 due through Nov-24	\$235,870	\$271,826
Note payable for real estate bearing interest at 8.0% and balloon pmt at end of term Monthly interest of \$7,029 with balloon of \$1,054,300 due through Aug-25	\$1,054,300	\$1,054,300
Note payable to an equipment financing company bearing interest at 7.5%. Monthly payments of principal and interest of \$11,850 due through Sep-28	\$631,673	\$654,943
Note payable to an equipment financing company bearing interest at 7.5%. Monthly payments of principal and interest of \$2,689 due through Sep-28	\$143,321	\$148,601

Note payable to an equipment financing company bearing interest at 7.5%. Monthly payments of principal and interest of \$830 due through Sep-28	\$44,231	\$45,861
Note payable to an equipment financing company bearing interest at 8.0%. Monthly payments of principal and interest of \$12,135 due through Nov-28	\$654,354	\$677,231
Note payable to an equipment financing company bearing interest at 8.0%. Monthly payments of principal and interest of \$10,967 due through Nov-28	\$591,416	\$612,092
Note payable to an equipment financing company bearing interest at 10.0%. Monthly payments of principal and interest of \$2,032 due through Sep-24	\$43,444	\$40,690
Note payable to an equipment financing company bearing interest at 10.0%. Monthly payments of principal and interest of \$2,482 due through Sep-24	\$35,560	\$49,711
Note payable to an equipment financing company bearing interest at 7.5%. Monthly payments of principal and interest of \$1,220 due through Sep-27	\$56,653	\$59,220
Note payable to a financing company bearing interest at 69%. Weekly payments of principal and interest of \$9,333 due through Jun-23	\$111,031	\$185,815
Convertible Note bearing interest only payments of 10% or \$9,167	\$1,100,000	\$1,100,000
Note payable to a financing company bearing interest at 38%. Weekly payments of principal and interest of \$14,530 due through May-23	\$115,520	\$0
Note payable to a financing company bearing interest at 33%. Weekly payments of principal and interest of \$18,498 due through Apr-24	\$706,154	\$0
Note payable to a financing company bearing interest at 85%. Weekly payments of principal and interest of \$24,833 due through Aug-23	\$330,736	\$0

Note payable to a financing company bearing interest at 130%. Weekly payments of principal and interest of \$26,250 due through Jun-23	\$187,500	\$0
Note payable to a financing company bearing interest at 130%. Weekly payments of principal and interest of \$30,625 due through Jun-23	\$218,750	\$0
Note payable to a financing company bearing interest at 69%. Weekly payments of principal and interest of \$14,530 due through May-23	\$175,831	\$0
Total notes payable to unrelated parties	\$33,170,014	\$32,437,649
Short-term portion of notes payable	\$7,688,323	\$5,074,985
Long-term portion of notes payable	\$25,481,691	\$27,362,663

The schedule of future maturities on the above notes are as follows:

<u>Year</u>	<u>Amount</u>
2023	\$7,688,323
2024	\$3,556,622
2025	\$3,352,395
2026	\$2,754,345
2027	\$4,970,011
2028 & after	\$10,848,318

The Company plans to consolidate its debt obligations by the close of the 2nd quarter of 2023. As a result it has reclassified related party transaction from long term debt obligation to short term debt resulting in a \$1.5M increase to 2023. Additional increases in 2023 relate to the Merchant Cash Advances previously disclosed.

Cash Flow and Equity Summary

Prepaid expenses

The Company prepaid advertising expenses in the amount of \$7,175,000 in the 4th quarter of 2022 from stock issuances totaling 3,500,000 shares. The Company has subsequently expensed \$358,750 on a quarterly basis of this prepaid advertising amount based upon the 60-month contract term. No cash was used for this transaction.

Employee Retention Credit

The Company applied for the Employee Retention Credit in the 1st quarter of 2023, this application was accepted by the IRS resulting in the Company recording \$1.8M in "other income". The Company expects to receipt these funds in the form of an advance from lender in the 2nd quarter of 2023.

Net Income (Loss) per Common Share

Basic net income (loss) per common share is computed by dividing the net income by the weighted average number of common shares outstanding during the period. Diluted net income (loss) per share includes the effect of Common Stock equivalents

(stock options, unvested restricted stock, and warrants) when, under either the treasury or if-converted method, such inclusion in the computation would be dilutive.

	Mar 31, 2023	Dec 31, 2022
<i>Numerator for basic and diluted earnings (loss) per share:</i>		
Net income (loss)	\$ (519,763)	\$8,901,214
<i>Denominator for basic earnings (loss) per share –</i>		
Weighted Average Shares Outstanding	74,930,312	88,902,029
Stock Warrants	1,650,000	1,650,000
Convertible notes	2,200,000	2200000
<i>Denominator for diluted earnings (loss) per share –</i>		
Weighted Average and Assumed Conversion	78,780,312	92,752,029
<u>Net income (loss) per share:</u>		
Basic net income (loss) per share	\$ (0.01)	\$0.10
Diluted net income (loss) per share	\$ (0.01)	\$0.10

Preferred Stock

On December 31, 2021, the Company's Board of Directors adopted articles of incorporation in the state of Delaware authorizing, without further vote or action by the stockholders, to create out of the unissued shares of the Company's common stock, \$0.0001 par value Preferred Stock. The Board of Directors is authorized to establish, from the authorized and unissued shares of Preferred Stock, one or more classes or series of shares, to designate each such class and series, and fix the rights and preferences of each such class of Preferred Stock; which class or series shall have such voting powers, such preferences, relative, participating, optional or other special rights, and such qualifications, limitations or restrictions as shall be stated and expressed in the resolution or resolutions providing for the issuance of such class or series of Preferred Stock as may be adopted from time to time by the Board of Directors prior to the issuance of any shares thereof. The articles of incorporation and designation authorizes the issuance of 5,000,000 shares of Preferred Stock, of which 100 shares have been designated as Series A Preferred Stock, of which 90 of Series A are issued and outstanding as of January 2, 2021. Each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Series A Preferred Stock held by such holder as of the record date for determining stockholders entitled to vote on such matter, with each share casting a vote equal to: the quotient of the sum of all outstanding shares of common stock together with any and all other securities of the Company that provide for voting on an "as converted" basis divided by 0.99.

NOTE 4 – ACQUISITIONS

Mulch Manufacturing, Inc. Acquisition

On January 31, 2020, the Company entered into a Business Combination Agreement (the “Mulch Acquisition”) with MM and its sole shareholder, Ralph Spencer (“Spencer”) (collectively the “MM Parties”), pursuant to which the Company acquired all of the shares of MM. Upon closing, MM became a wholly owned subsidiary of SGTM.

Pursuant to the Mulch Acquisition, at the effective time of the acquisition:

- All of MM’s outstanding common stock was exchanged for an aggregate of 40,000,000 shares of SGTM’s common stock.
- One million shares previously issued to the MM shareholder in connection with the sale of equipment by MM to NSR LLC in November 2019 were cancelled.
- There were specific excluded assets that were retained by Spencer and treated as transferred to Spencer prior to the acquisition consisting of cash, real estate, and certain vehicles and equipment. Spencer agreed to allow the Company to use some of the real estate rent-free until January 31, 2022, at which time the Company has the option of either leasing or purchasing it at the fair market value (see Note 12). The Company has estimated the value of the rent abatement and included it as an ROU asset, as noted below, in the amount of \$817,503.
- All of the existing MM notes, notes, accounts receivable, and inventory at the date of the Mulch Acquisition are included in the acquisition and the Company has immediate possession of them by its ownership of MM. However, the 40 million shares of the Company’s common stock that was issued as consideration was based on these assets being removed from MM prior to the acquisition. The value of these assets are valued separately from the share exchange and that certain demand promissory note payable to Spencer in the amount of approximately \$14 million was adjusted to reflect the value of the inventory, accounts receivable, and any other sums lent by Spencer to MM.

The Company accounted for these transactions in accordance with the acquisition method of accounting for business combinations. An independent appraisal, made in February 2020, determined the fair market value of MM’s property and equipment to be \$17,228,295. Assets and liabilities of the acquired business were included in the audited condensed consolidated balance sheets as of December 31, 2022 and January 1, 2022, based on their respective estimated fair values on the date of acquisition. Based on a closing market price of \$0.15 per share on the January 31, 2020, business combination date, the assumption of net liabilities plus a bargain purchase recognition and asset write-up.

Day Dreamer Productions LLC Acquisition

The Company entered into an agreement to acquire 100% of the membership interest of Day Dreamer Productions, LLC around January 18, 2021, in exchange for 200,000 shares of the Company’s stock. This transaction was closed on December 30, 2021, when the Company issued the shares to its sole member. This member was also retained as an employee with responsibility for managing the activities of Day Dreamer Productions, LLC.

Jasper and Beaver Sawmill Acquisition(s)

In December 2021, the Company acquired sawmills in Jasper, Florida and Beaver, Washington. The addition of these mills is expected to increase our sawing capacity to over 100 million board feet of lumber annually and significantly expand our mulch manufacturing operations.

Jasper, Florida. In December 2021, we closed on an acquisition of a sawmill in Jasper, Florida. The Jasper Mill saws southern yellow pine lumber as well as residual products, including pine bark, pine chips, pine dust, and pine shavings. We expect to ramp up both lumber and mulch production at the Jasper mill in the first quarter of 2023 subject to working capital availability. The Company acquired facility for \$7.5M and recorded a bargain purchase gain of \$2.2M based upon appraised value of \$9.8M.

Beaver, Washington. In December 2022, we closed on an acquisition of a sawmill in Beaver, Washington. The Beaver mill is approximately 100,000 square feet. It has over \$8 million in existing infrastructure. It will be capable of producing 100 million board feet of lumber per year once retrofitted for our production. The Company has already engaged experts in mill optimization, design, and buildout for the retrofit of the mill and are in the preliminary planning phase for this project. We won't commence any additional expansion work until a funding source has been secured. The planned operations at the Beaver Washington facility are expected to enable us to launch our initial operations on the West Coast, increase our lumber, mulch, woodchip and manufactured mulch production, expand into new markets and supplement our product offerings in the west coast region of the United States. The mill is located in a federally approved Economic Opportunity Zone and it is eligible for certain tax credits. Our ownership and operation of the mill is supported by the nearby municipal and state governments. The Company acquired facility for \$3.7M and recorded a bargain purchase gain of \$4.9M based upon appraised value of \$8.6M.

Beaver, Washington Building & Real Estate Acquisition

On March 18, 2022, the Company acquired the Beaver, Washington real estate property for \$1,025,475, of which, \$200,000 was previously put down as deposits, and \$825,475 was paid at closing. The acquisition of the Beaver, Washington real estate and building closed in March 2022. The Company recorded a bargain purchase gain of \$8.2M based upon appraised value of \$9.2M.

NOTE 5 – COMMITMENTS AND CONTINGENCIES

Inventory Purchases

VRM Biologik

The Company has entered into an inventory purchase agreement with VRM Biologik, whereby, the Company agrees it will make a cash payment for purchase of product totaling \$7,200,000 which is to be paid in 3 tranches with the first payment of \$3,600,000 being made on December 31, 2022 followed by two payments of \$1,800,000 paid respectively on May 31, 2023 and October 31 of 2023. Due to the delay in funding in the year 2022 and delay on the catalyst ingredient shipments, arriving in January 30, 2023, instead of making payments in December of 2022 the parties have agreed to discuss a payment plan later in 2023.

Legal Claims

EMC Arbitration and Settlement Agreement

We were 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 NSR 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 the equity compensation pursuant to the agreement (2,000,000 shares of the Company's Common Stock) and damages. The Company denied EMC's allegations and has also initiated counterclaims against EMC for breach of the agreement by EMC, in which it sought damages resulting from EMC's breach of its duties under the agreement.

In addition, the Company named in its counterclaim to EMC's claim another similar service provider, Rainmaker Group Consulting, LLC ("Rainmaker"), as a pre-emptive defense against any actions brought by Rainmaker against the Company. Rainmaker 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). The Company alleges that Rainmaker breached its agreement with the Company by not providing the services provided in the agreement between the Company and Rainmaker, and therefore Rainmaker is not entitled to any equity compensation by the Company. The Company took this action as a defensive measure against potential (in the Company's opinion) frivolous lawsuits brought by Rainmaker against the Company. The Company believed it had adequate defenses in the ongoing arbitration described above being overseen by the American Arbitration Association.

On October 6, 2022, the Company entered into a Settlement Agreement and Mutual Release (the "EMC 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 and 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 were to take place within twenty (20) days of the date of the EMC 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 EMC 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 EMC Agreement.

The parties filed 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 EMC 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 EMC Agreement.

Ralph Spencer Litigation

First Complaint and Settlement.

On March 25, 2021, the Company filed a civil complaint (the "First Complaint") in Florida's Ninth Judicial Circuit Court in Orange County, Florida against Ralph Spencer ("Spencer"), the former owner and CEO of Mulch Manufacturing, Inc., alleging certain tortious interference with the Company's business operations and dealings. On April 1, 2021, the Company was granted an Emergency Temporary Injunction by the Court enjoining Mr. Spencer from, among other things, further attempts to interfere with the Company's business operations.

On August 16, 2021, the parties entered into a Settlement Agreement and Mutual Release (the "Settlement Agreement"), wherein, among other provisions, all outstanding debt was extinguished. The Company recognized a \$17,484,728 capital contribution, credited to Additional Paid-in Capital, from the extinguishment of debt.

The Company also agreed to pay Spencer \$25,650,000 plus interest as follows:

- (a) issuing Spencer a promissory note in the amount of \$10,650,000 accruing interest at 6% per annum secured by four properties located in Florida and another in Georgia (the "Settlement Note"). The Settlement Note is amortized monthly over 20 years with a balloon payment of any outstanding balance on its third anniversary. The Company is current on all Settlement Note obligations as of the date of this Registration statement.
- (b) paying Spencer a total of \$15,000,000 in exchange for the redemption of Spencer's 40,000,000 shares of common stock and any and all ownership interests in which he may have or claim (the "Redemption Payment"). The Redemption Payment is to be paid to Spencer according to the following schedule: (i) \$3,300,000 on October 15, 2021 in exchange for 8,797,800 common stock shares; and (ii) twenty-four (24) payments of \$487,500 on the 15th of each month, commencing November 15, 2021, each for 1,300,091.67 common stock

shares. Spencer executed a letter of instruction to the Company's transfer agent, Pacific Stock Transfer, and provided all shares to the transfer agent to allow for the immediate redemption upon each payment.

On October 11, 2021, the First Complaint was voluntarily dismissed with prejudice as provided for in the Settlement Agreement.

Second Complaint.

On April 19, 2022, the Company together with its wholly owned subsidiary Mulch Manufacturing, Inc., (referred to together as the "Plaintiffs") filed a civil complaint in Florida's Ninth Judicial Circuit Court in Orange County, Florida Case No. 2022-CA-003280-O (the "Second Complaint") against Spencer alleging that (i) Spencer breached the Settlement Agreement by disclosing confidential settlement terms to third parties and violating the non-disparagement provisions by repeatedly disparaging and defaming Anthony Raynor, Tami Raynor, and other officers, agents, and employees of the Plaintiffs, (ii) that Spencer engaged in certain tortious interference with the Company's advantageous business relationships, and (iii) that Spencer engaged in a systematic campaign to defame, disparage and spread false statements about the Company and its employees, agents and representatives, including family members of Company employees.

On December 13, 2022 (the "Effective Date"), the Plaintiffs, Tami Raynor and Anthony Raynor (collectively, "Raynor"), and Ralph Spencer ("Spencer"), by and through his attorney-in-fact Christie Spencer and his court-appointed attorney, Christine J. Lomas, and Christie Spencer, as Ralph Spencer's attorney-in-fact (together with Spencer, the "Spencer Parties") (hereafter "the "Parties" or a "Party"), entered into a Settlement Agreement, (hereafter the "December 2022 Settlement Agreement"), in relation to the Second Complaint (the "Business Court Litigation").

As a complete settlement of the dispute that is the subject of the Business Court Litigation, the Parties agreed to the following material terms as provided for in the December 2022 Settlement Agreement:

Terms Regarding Promissory Note, Mortgage, and Deed to Secure Debt. Within five days of the Effective Date, Spencer and RJ Enterprises of Florida, LLC ("RJ Enterprises") agreed to convey certain real estate located in Nassau County, Florida (the "RJ Parcels") to the Company's wholly owned subsidiary Mulch Manufacturing, Inc. ("Mulch Manufacturing") free and clear from any and all interests, mortgages, liens, encumbrances, and clouds on the title, including a \$200,000 mortgage from RJ Enterprises to Weber Holdings, Ltd. The RJ Parcels are comprised of two tracts of land, one of which is approximately 2.93 acres and the other is approximately 14.9 acres, both of which are located off of U.S. Highway 301 in Callahan, Florida 32011.

In addition, Spencer agreed to release the real property located at 108 Copeland Street, Jacksonville, Florida 32204 (the "Copeland Parcel") from the mortgage securing a debt in the original principal amount of \$10,650,000 issued by the Company in favor of Spencer as provided for in the Settlement Agreement (the "August 2021 Mortgage"). Further, the Parties agreed to amend the August 2021 Mortgage and the underlying promissory note to increase the principal balance to \$11,500,000, which amount will be amortized over twenty (20) years with any and all remaining amounts of principal and interest becoming due and payable sixty months after the date of amendment. The August 2021 Mortgage will be further modified to add the RJ Parcels as collateral security and limit the inspection rights of Spencer and certain other persons and restrict Spencer from selling, transferring, assigning, gifting, encumbering, or placing any liens on the August 2021 Mortgage for a period of two years from the date it is amended.

Terms Regarding Common Stock of the Company. According to the terms of the December 2022 Settlement Agreement, the Company agreed with Spencer to redeem 22,101,556 shares of the Company's common stock he owns (the "Spencer Shares") in exchange for the Company's payment to Spencer of \$1,000,000. The Company's obligation to pay Spencer is conditioned on Spencer delivering: (i) a letter of instruction directing the Company's transfer agent to rescind the issuance of the Spencer Shares, (ii) a quit claim deed to the RJ Parcels to Mulch Manufacturing and (iii) a release of the Copeland Property from the August 2021 Mortgage. In addition, Spencer has represented that he has no rights, options, or warrants to buy additional shares of common stock or any other stock or ownership interests in the Company, that Spencer has not sold, assigned, transferred, encumbered, or gifted, directly or indirectly, any stock, rights, options, warrants, or other ownership interests in the Company to any person or party and that he has no other ownership interests whatsoever in the Company or Mulch Manufacturing.

The December 2022 Settlement Agreement also provides that the Company shall pay Spencer an aggregate of \$1,500,000 in installments of \$500,000 on April 1, 2023, August 1, 2023 and December 1, 2023 conditioned on Spencer complying with his

obligations under the December 2022 Settlement Agreement (the “Additional Amounts”). On December 27, 2022, these conditions were fulfilled and the Company completed the redemption of the 22,101,556 shares of common stock.

Finally, the December 2022 Settlement Agreement provides that the Parties will execute and file a joint stipulation in Business Court Litigation that provides in the event Ralph Spencer and Christie Spencer fail to comply with certain non-harassment obligations provided for in the December 2022 Settlement Agreement, then the unpaid balance of the Additional Amounts will be paid into the registry of the court or an agreed-upon third party as they become due to be held in escrow and released upon agreement or as directed by an order of the court.

NOTE 6 – CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash deposits. Accounts at each institution are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000. As of March 31, 2023, the Company did not have any deposit amounts in excess of the FDIC insured limit.

For the twelve months ended December 31, 2022, one customer accounted for 17% of revenue and accounts receivable.

NOTE 7 – SUBSEQUENT EVENTS

The Company entered into three merchant cash advance transactions in the 2nd quarter of 2023 resulting in high interest debt financing. Subsequently the Company has decided to restructure the organization’s current debt load through the establishment of a revolving line of credit and other traditional lending vehicles resulting in a long-term benefit to the organization. The Company expects these facilities to be in place by the close of its 2nd quarter of 2023 resulting in a significant improvement to net working capital at a material reduction in interest expense.

Article VI. MISCELLANEOUS

Section 6.01 Notices. Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by overnight courier or registered mail or certified mail, postage prepaid, or electronic mail with a follow up copy by overnight courier, addressed as follows:

If to SGT:

The Sustainable Green Team, Ltd.
Attn: Anthony Raynor
24200 CR-561
Astatula, FL 34705
Email: raynor5@outlook.com

with a copy, which shall not constitute notice, to:

Anthony L.G., PLLC
Attn: John Cacomanolis
625 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401
Email: jcacomanolis@anthonypllc.com

If to Seller:

Charles Lepinski
5 Pine Lake Dr., Humboldt, TN 38324
E-mail: bigiron2006@yahoo.com

or such other addresses as shall be furnished in writing by any Party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given (i) upon receipt, if personally delivered or sent by electronic mail, (ii) on the day after dispatch, if sent by overnight courier, and (iii) three (3) days after mailing, if sent by registered or certified mail.

Section 6.02 Dispute Resolution.

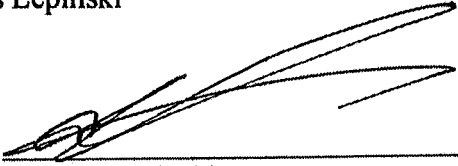
- (a) If there is any dispute or controversy relating to this Agreement or any of the Transactions (each, a "Dispute"), such Dispute shall be resolved in accordance with this Section 6.02.
- (b) The Party claiming a Dispute shall deliver to the other Party a written notice (a "Notice of Dispute") that will specify in reasonable detail the dispute that the claiming Party wishes to have resolved. If SGT and Seller are not able to resolve the dispute within five (5) Business Days of a Party's receipt of an applicable Notice of Dispute, then such Dispute shall be submitted to binding arbitration in accordance with this Section 6.02.
- (c) Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association then in effect. Each of SGT, on the one hand, and


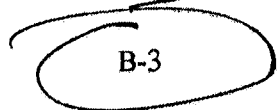
IN WITNESS WHEREOF, the parties have executed this Bill of Sale effective as of the Closing Date.

Sustainable Green Team Ltd.

By: _____
Name: Anthony Raynor
Title: Chief Executive Officer

Charles Lepinski

By: _____
Name: Charles Lepinski

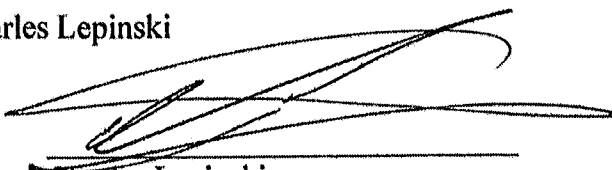


B-3

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Closing Date.

Sustainable Green Team Ltd.

By: _____
Name: Anthony Raynor
Title: Chief Executive Officer


Charles Lepinski

By:  _____
Name: Charles Lepinski



IN WITNESS WHEREOF, the parties have executed this Bill of Sale effective as of the Closing Date.

Sustainable Green Team Ltd.


By: 
Name: Anthony Raynor
Title: Chief Executive Officer

Charles Lepinski

By: _____
Name: Charles Lepinski

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Closing Date.

Sustainable Green Team Ltd.

By: 
Name: Anthony Raynor
Title: Chief Executive Officer

Charles Lepinski

By: _____
Name: Charles Lepinski

The Sustainable Green Team, LTD

Pacific Stock Transfer, Inc.
6725 Via Austi Pkwy, Suite 300
Las Vegas, NV 89119
Fax: (702) 433-1979

December 30, 2021

Re: Instruction Letter – New Issuance of Shares.

Dear Pacific Stock Transfer, Inc.

The Sustainable Green Team, LTD, Delaware corporation (the “Company”) hereby authorizes and instructs Pacific Stock Transfer, Inc. (“Pacific”) to issue 400,000 shares of common stock, par value \$0.0001 per share, of the Company to:

Charles Lepinski
5 Pine Lake Dr., Humboldt, TN 38324
SSN: 471-82-7616
Cost Basis: \$ 8.05

The shares are being issued pursuant to an Asset Purchase Agreement with Mr. Lepinski. Enclosed with this letter are the resolutions of the Board of Directors of the Company authorizing and approving the Asset Purchase Agreement and the issuance of the shares as set forth therein.

The shares are unregistered and should bear a customary Rule 144 legend. In addition, the shares are subject to a lock-up provision such that none of the shares may be sold or transferred for two years from the date hereof, and then thereafter may be sold in limited amounts, as set forth in Section 2.09 of the Asset Purchase Agreement.

I, the undersigned, qualified officer of the Company, do hereby certify that the above information is correct.

The Sustainable Green Team, LTD

By:



Anthony Raynor
Chief Executive Officer

Exhibit A
Resolutions of the Board of Directors of The Sustainable Green Team, LTD
(Attached)

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF**

The Sustainable Green Team, Ltd.

(Charles Lepinski Transactions)

December 28, 2021

The undersigned, being the sole member of the Board of Directors (the "Board") of The Sustainable Green Team, Ltd., a Delaware corporation (the "Corporation"), does hereby consent that when the undersigned has executed this Written Consent of the Board (this "Consent"), the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force and effect as if adopted at a formal meeting of the Board at a meeting duly called and held for purposes of acting upon proposals to adopt such resolutions.

WHEREAS, the Board deems it in the best interest of the Corporation to enter into an Asset Purchase Agreement by and between the Corporation and Charles Lepinski substantially in the form as attached hereto as Exhibit A (the "Agreement");

WHEREAS, pursuant to the Agreement, among other things, the Corporation shall acquire certain assets from Mr. Lepinski, in exchange for the issuance to Mr. Lepinski of 400,000 shares of common stock, par value \$0.0001 per share, of the Corporation (the "Common Stock") on the terms and subject to the conditions set forth therein (together with the other transactions contemplated therein, the "Transactions");

WHEREAS, the Board has reviewed the Agreement and the other documents to be entered into in connection with the foregoing (the "Transaction Documents")

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes, ratifies and approves of the Agreement, the other Transaction Documents and the Transactions; and be it

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to execute the Agreement and the other Transaction Documents, in each case with such changes thereto as the officers of the Corporation may deem necessary, and to fulfill the obligations of the Corporation thereunder; and be it

FURTHER RESOLVED, that upon the closing of the Transactions, the officers of the Corporation are hereby directed to cause the issuance of 400,000 shares of Common Stock to Mr. Lepinski pursuant to the Agreement, and the consideration to be received by the Corporation for such shares of Common Stock is hereby determined to be fair and reasonable to the Corporation, and such shares of Common Stock shall be validly authorized, duly issued, fully paid and non-assessable; and be it

FURTHER RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, in accordance with the foregoing resolutions, authorized, empowered and directed, in the name and on behalf of the Corporation, to prepare, execute and deliver, or cause to be prepared, executed and delivered, any and all agreements, amendments, certificates, reports, applications, notices, instruments, schedules, statements, consents, letters or other documents and information

and to do or cause to be done any and all such other acts and things as, in the opinion of any such officer, may be necessary, appropriate or desirable in order to enable the Corporation fully and promptly to carry out the purposes and intent of the foregoing resolutions, to make any filings pursuant to federal, state and foreign laws, and to take all other actions that he or she deems necessary, appropriate or advisable in order to comply with the applicable laws and regulations of any jurisdiction (domestic or foreign), or otherwise to effectuate and carry out the purposes of the foregoing resolutions and to permit the transactions contemplated thereby to be lawfully consummated, and any such action taken or any agreements, amendments, certificates, reports, applications, notices, instruments, schedules, statements, consents, letters or other documents and information executed and delivered by them or any of them in connection with any such action shall be conclusive evidence of their or his authority to take, execute and deliver the same; and be it

FURTHER RESOLVED, that all actions previously taken by any officer, director, representative or agent of the Corporation, in the name or on behalf of the Corporation or any of its affiliates in connection with the transactions contemplated by the foregoing resolutions be, and each of the same hereby is, adopted, ratified, confirmed and approved in all respects as the act and deed of the Corporation; and be it

FURTHER RESOLVED, that the Board hereby adopts, as if expressly set forth herein, the form of any and all resolutions required by any authority to be filed in connection with any applications, reports, filings, consents to service of process, powers of attorney, covenants and other papers, instruments and documents relating to the matters contemplated by the foregoing resolutions if (i) in the opinion of a proper officer of the Corporation executing the same, the adoption of such resolutions is necessary or advisable, and (ii) the secretary or an assistant secretary of the Corporation evidences such adoption by inserting with the minutes of the meeting at which these resolutions were adopted copies of such resolutions, which will thereupon be deemed to be adopted by the Board with the same force and effect as if originally set forth herein.

[Signature appears on following page]

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first written above.



Anthony Raynor

Exhibit A
Asset Purchase Agreement

(Attached)

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

THE SUSTAINABLE GREEN TEAM, LTD.

AND

CHARLES LEPINSKI

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ASSET PURCHASE AGREEMENT

Dated as of December 30, 2021

This Asset Purchase Agreement, (the "Agreement") is entered into as of the date set forth above (the "Closing Date"), by and among (i) The Sustainable Green Team, Ltd., a Delaware corporation ("SGT") and (ii) Charles Lepinski, a natural person resident in Tennessee ("Seller"). Each of SGT and Seller may be referred to herein collectively as the "Parties" and separately as a "Party."

WHEREAS, the Parties desire to enter into certain transactions pursuant to which SGT shall acquire certain assets from Seller in exchange for the issuance to the Seller of shares of common stock, par value, \$0.0001 per share, of SGT (the "Common Stock") on the terms and subject to the conditions set forth herein (together with the other transactions contemplated herein, the "Transactions"); and

WHEREAS, this Agreement is being entered into for the purpose of setting forth the terms and conditions of the Transactions.

NOW THEREFORE, on the stated premises, for and in consideration of the mutual covenants and agreements hereinafter set forth, and the mutual benefits to the Parties to be derived therefrom, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

Article I. DEFINITIONS AND INTERPRETATION

Section 1.01 Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Accredited Investor" has the meaning set forth in Section 3.14(c).
- (b) "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.
- (c) "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- (d) "Agreement" has the meaning set forth in the introductory paragraph hereof.
- (e) "Approvals" has the meaning set forth in Section 3.06(b).
- (f) "Assets" has the meaning set forth in Section 2.01.

- (g) "Basket" has the meaning set forth in Section 5.06(a).
- (h) "Bill of Sale" has the meaning set forth in Section 2.06(a)(i).
- (i) "Business Day" shall mean any day on which commercial banks are generally open for business in Florida.
- (j) "Cap" has the meaning set forth in Section 5.06(c).
- (k) "Closing Date" has the meaning set forth in in the introductory paragraph hereto.
- (l) "Closing" has the meaning set forth in Section 2.03.
- (m) "Common Stock" has the meaning set forth in the recitals.
- (n) "Contract" shall mean any written or oral contract, subcontract, agreement, commitment, note, bond, mortgage, indenture, lease, license, sublicense or other legally binding instrument or arrangement.
- (o) "Direct Claim" has the meaning set forth in Section 5.04(c).
- (p) "Dispute" has the meaning set forth in Section 6.02(a).
- (q) "Enforceability Exceptions" means (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar Laws of general application affecting enforcement of creditors' rights generally and (b) general principles of equity.
- (r) "Environmental Laws" means all federal, state, and local Laws, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 *et seq.*), the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f *et seq.*), any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.
- (s) "Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any

arbitrator, court or tribunal of competent jurisdiction.

- (t) "Hazardous Substances" means (i) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (ii) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (iii) natural gas, synthetic gas, and any mixtures thereof; (iv) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable; (v) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (vi) radon; (vii) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (viii) any other substance with respect to which any Environmental Law or Governmental Authority requires environmental investigation, monitoring, or remediation.
- (u) "Indemnified Party" has the meaning set forth in Section 5.04.
- (v) "Indemnifying Party" has the meaning set forth in Section 5.04.
- (w) "Knowledge of Seller" means the knowledge, assuming due inquiry, of Seller.
- (x) "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any Governmental Authority.
- (y) "Leakout Shares" has the meaning set forth in Section 2.09(b).
- (z) "Lien" means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, and any conditional sale or voting agreement or proxy, including any agreement to give any of the foregoing.
- (aa) "Lock-Up Period" has the meaning set forth in Section 2.09(a).
- (bb) "Losses" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that "Losses" shall not include (i) punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party or (ii) lost profits or consequential damages, in any case.
- (cc) "Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of any of the Assets, or (b) the ability of Seller to consummate the Transactions on a timely basis; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition, or change, directly or indirectly, arising out of or attributable to: (i) any changes, conditions or effects in the United States economy or securities or financial markets in general; (ii) changes, conditions or effects that generally

affect the industries in which Seller operates; (iii) any change, effect or circumstance resulting from an action required or permitted by this Agreement; or (iv) conditions caused by acts of terrorism or war (whether or not declared); provided further, however, that any event, occurrence, fact, condition, or change referred to in clauses (i), (ii) or (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent that such event, occurrence, fact, condition, or change has a disproportionate effect on Seller compared to other participants in the industries in which Seller conducts its business.

- (dd) "Notice of Dispute" has the meaning set forth in Section 6.02(b).
- (ee) "Parties" and "Party" have the meanings set forth in the introductory paragraph hereof.
- (ff) "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.
- (gg) "Regulation D" has the meaning set forth in Section 3.14(c).
- (hh) "Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.
- (ii) "Restricted Period" has the meaning set forth in Section 2.09(b).
- (jj) "Rule 144" has the meaning set forth in Section 3.14(f).
- (kk) "SEC" has the meaning set forth in Section 3.14(c).
- (ll) "Securities Act" has the meaning set forth in Section 3.14(c).
- (mm) "Selected Courts" has the meaning set forth in Section 6.03.
- (nn) "Seller Indemnified Party" and "Seller Indemnified Parties" have the meanings set forth in Section 5.03.
- (oo) "Seller" has the meaning set forth in the introductory paragraph hereto.
- (pp) "SGT Indemnified Party" has the meaning set forth in Section 5.02.
- (qq) "SGT" has the meaning set forth in the introductory paragraph hereof.
- (rr) "Tax" or "Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.
- (ss) "Third-Party Claim" has the meaning set forth in Section 5.04(a).

(tt) "Transactions" has the meaning set forth in the recitals hereto.

(uu) "Transfer" has the meaning set forth in Section 2.09(a)(ii).

Section 1.02 Interpretation. Unless the express context otherwise requires (i) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa; (iii) the terms "Dollars" and "\$" mean United States Dollars; (iv) references herein to a specific Section, Subsection, Recital or Exhibit shall refer, respectively, to Sections, Subsections, Recitals or Exhibits of this Agreement; (v) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation"; (vi) references herein to any gender shall include each other gender; (vii) references herein to any Person shall include such Person's heirs, executors, personal Representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.02 is intended to authorize any assignment or transfer not otherwise permitted by this Agreement; (viii) references herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity; (ix) references herein to any contract or agreement (including this Agreement) mean such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof; (x) with respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; (xi) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and (xii) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

Article II. THE TRANSACTIONS

Section 2.01 Acquisition. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller agrees to sell to SGT and SGT agrees to purchase from Seller, in accordance with the terms and conditions of this Agreement, the assts as set forth on Exhibit A attached hereto (the "Assets") including all right, title, and interest therein, free and clear of all Liens.

Section 2.02 Consideration. In exchange for the Assets, SGT shall issue to Seller 400,000 unregistered shares of Common Stock (the "Shares"). The Shares shall be issued in book entry form and shall not be certificated.

Section 2.03 Closing. The closing of the Transactions (the "Closing") shall occur on the Closing Date, immediately following the execution of this Agreement, by electronic delivery of the documents and items required for the Closing.

Section 2.04 Apportionments at Closing. The Parties shall prorate the following as of 11:59 p.m. on the Closing Date on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365-day year:

(a) All income the Assets generate.

- (b) Taxes and assessments, water rates and charges, and sewer taxes related to the Assets.
- (c) All water, electric, telephone, fuel, and other utility charges based on the last ascertainable bill unless meter readings are made as of the Closing Date, in which case such meter readings shall govern.
- (d) Any charges or fees for transferable licenses and permits for the Assets.
- (e) Maintenance supplies in unopened containers based on Seller's actual cost therefor, including sales tax, as evidenced by paid invoices therefor.
- (f) All other costs and expenses of operating the Assets customarily apportioned in connection with sales of properties substantially similar to the Assets in or near the City of Beaver, Washington.

Section 2.05 Operating Costs and Expenses. All operating costs and expenses related to the Assets which are accrued before the Closing Date shall be paid by Seller on or before the Closing Date or promptly upon receipt of applicable statements. All operating costs and expenses related to the Assets which are accruing on or after the Closing Date shall be paid by SGT.

Section 2.06 Closing Deliverables.

- (a) At the Closing, Seller shall deliver or cause to be delivered to the SGT all of the following with respect to the Assets:
 - (i) A Bill of Sale (the "Bill of Sale") in substantially the form attached hereto as Exhibit B, executed by Seller, conveying to SGT good and marketable title to the Assets;
 - (ii) Originals or, if originals are not in the possession or control of Seller, copies of plans and specifications, technical manuals, and similar materials related to the Assets, to the extent same are in Seller's possession or under Seller's control;
 - (iii) Originals or, if originals are not in the possession or control of Seller, copies of all books and records relating to the operation of the Assets and maintained by Seller during Seller's ownership thereof;
 - (iv) Originals, or if originals are not in the possession or control of Seller, copies of all permits and licenses related to the Assets;
 - (v) All keys, key cards, combinations, and codes required to access the Assets or relating to the operation of the Assets; and
 - (vi) such other documents as SGT may reasonably request for the purpose of evidencing the accuracy of any of Seller's representations and warranties; evidencing the performance by any of Seller's officers or employees of, or the compliance by any of Seller's officers or employees with, any covenant or obligation required to be performed or complied with by Seller hereunder, or otherwise facilitating the consummation or performance of any of the Transactions.

- (b) At the Closing, SGT shall cause SGT's transfer agent to record Seller as the owner of the Shares in the books and records of SGT.

Section 2.07 Taxes. Seller shall be responsible for, and shall pay, any and all Taxes that may be imposed on Seller as a result of the sale of the Assets or the receipt of the Shares.

Section 2.08 Additional Closing Events. At and following the Closing, the Parties shall each execute, acknowledge, and deliver (or shall cause to be executed, acknowledged, and delivered), any and all certificates, financial statements, schedules, agreements, resolutions, rulings or other instruments required by this Agreement to be so delivered at or prior to the Closing, together with such other items as may be reasonably requested by the Parties hereto and their respective legal counsel in order to effectuate or evidence Transactions.

Section 2.09 Lock-Up and Leak Out. Seller hereby covenants and agrees with SGT as set forth in this Section 2.09 with respect to the Shares.

- (a) For a period from the Closing Date until the second anniversary of the Closing Date (the "Lock-Up Period"), Holder will not, directly or indirectly:
- (i) offer for sale, sell, pledge or otherwise dispose of, or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of, any of the Shares;
 - (ii) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Shares, whether any such transaction is to be settled by delivery of Shares or other securities, in cash or otherwise (any of the actions in Section 2.09(a)(i) and Section 2.09(a)(ii) being referred to as a "Transfer"); or
 - (iii) publicly disclose the intention to do any of the foregoing.
- (b) Beginning upon the expiration of the Lock-Up Period and ending on the date that all of the Shares have been Transferred by Seller in compliance with the terms and conditions of this Agreement (the "Restricted Period"), Seller may Transfer a number of Shares, in any full calendar month, equal to 10% of the average trading volume of the Common Stock for the immediately preceding calendar month on the OTC Markets or the securities exchange which is at any time the principal trading market for the Common Stock (the "Leakout Shares"). The number of Leakout Shares which may be Transferred in any fractional calendar month of the Restricted Period shall be appropriately reduced by the portion of such calendar month in the Restricted Period. For the avoidance of doubt, the number of shares of Common Stock that Seller may Transfer in any calendar month during the Restricted Period is limited to the Leakout Shares for the applicable calendar month and may not be carried over to subsequent calendar months, regardless of the number of such shares the Seller has Transferred in any prior calendar month or intends to Transfer in the future.
- (c) SGT and its transfer agent on its behalf are hereby authorized (a) to decline to register any transfer of Shares if such transfer would constitute a violation or breach of this Agreement and (b) to imprint on any certificate representing the Shares a legend describing the restrictions contained herein. Seller hereby authorizes SGT and its transfer

agent, during the Lock-Up Period and during the Restricted Period, to place stop-transfer restrictions on the stock register and other records relating to the Shares.

Article III. REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to the consummation of the Transactions, Seller represent and warrants to SGT as follows:

Section 3.01 Organization and Qualification.

- (a) Seller is a natural person resident in the State of Tennessee, and has the power and is duly authorized under all applicable Laws, regulations, ordinances and orders of public authorities, to carry on its business in all material respects as it is now being conducted.
- (b) Seller has taken all actions required by law or otherwise to authorize the execution and delivery of this Agreement.

Section 3.02 Power and Authority. Seller has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and to consummate Transactions.

Section 3.03 Authorization of Agreement; Etc. This Agreement has been duly executed and delivered on behalf of Seller. This Agreement constitutes a valid and binding obligation of Seller enforceable in accordance with its terms, except that such enforcement may be limited by the Enforceability Exceptions, and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 3.04 No Conflict. The execution of this Agreement and the consummation of the Transactions (i) will not, with or without notice, lapse of time or both, result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of any indenture, mortgage, deed of trust, or other material agreement, or instrument to which Seller is a party or to which Seller's assets, properties or operations are subject; (ii) violate any provision of Law, statute, rule, regulation or executive order to which any Seller is subject; or (iii) violate any judgment, order, writ or decree of any court applicable to Seller.

Section 3.05 Ownership; Status.

- (a) Seller is the sole owner of the Assets, and Seller has good and marketable title to the Assets.
- (b) None of the Assets or any right, title or interest therein has been assigned, granted or conveyed to any other Person. Seller has the right and ability to convey the Assets to SGT pursuant to the terms of this Agreement and no Person (other than SGT) has a right to acquire any interest in any of the Assets.
- (c) The Assets will be transferred free of all Liens at the Closing.
- (d) Seller has not (i) voluntarily filed, or had involuntarily filed against it, in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other

arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of their respective assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of their respective assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of their respective creditors or taken any other similar action for the protection or benefit of their respective creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

Section 3.06 The Assets.

- (a) Seller's casualty insurance is adequate to prevent the invoking of any co-insurance provisions in the event of any loss or damage to any of the Assets. Seller has not performed, permitted, or suffered any act or omission which would cause the insurance coverage provided in said policies to be reduced or cancelled, and Seller's insurance with respect to the Assets complies with the terms of the existing mortgage financing on the Assets, if any. Seller has not received (and has no knowledge of) any notice or request from any insurance company (or organization exercising functions similar thereto) requiring the performance of any work or alteration in respect of any part of the Assets or any part thereof or cancelling or threatening to cancel any of said policies. Seller has made no claims under its casualty insurance policy maintained with respect to any of the Assets and Seller has no knowledge of any casualty which has occurred with respect to any portion of any of the Assets for which it could have made such a claim. No insurance carrier to which application has been made has refused to insure any of the Assets therein.
- (b) The Assets comply with all applicable Laws of all Governmental Authorities having jurisdiction over, against, or affecting any of the Assets. Seller has not received written notice of any, and to Knowledge of Seller, there are no violations of any Laws, similar rules and regulations relating and/or applicable to the ownership, use, and operation of any of the Assets as they are now operated, and/or other licenses or permits, which remain uncured. All governmental or quasi-governmental occupancy and use permits, licenses, consents, approvals, permits, authorizations, certificates, and other requirements of Governmental Authorities necessary or required for the continued use and operation of the Assets for the purposes for which it is intended (collectively, "Approvals"), if any, have been unconditionally and finally issued and paid for and are in full force and effect in accordance with the respective terms thereof. All work or conditions required to be performed or fulfilled pursuant to the Approvals (on or off-site) have been fully performed in accordance with the requirements thereof and the Assets fully complies with the Approvals.
- (c) The Assets, including, without limitation, all building systems and structural components are in good condition and repair, and there exist no defects in any of the Assets. All installations, repairs, alterations, or any other work done or being done on the Assets, and all fixtures included in the sale, have been paid in full.
- (d) There are no pending, or, to the Knowledge of Seller, contemplated or threatened, condemnation or eminent domain proceedings against Seller, the Assets, or any part thereof.

- (e) All oil burners, incinerators, furnaces, and other fuel burning devices at the Assets comply with the requirements of all Governmental Authorities having jurisdiction thereover, including, without limitation, all air pollution and environmental control laws, orders, rules, and regulations, and all licenses, certificates, and permits required thereby have been obtained and are in full force and effect.
- (f) There are no Contracts or any other document, or any oral agreement, granting or purporting to grant to any Person any right to use or possess any portion of the Assets or otherwise creating a possessory interest in the Assets.
- (g) The Assets are currently being managed and operated by Seller. There is no management agreement in place for the Assets.
- (h) There has not been in the past twelve (12) months, and there is not now, any casualty affecting the Assets, and there is not now any disrepair or damage that remains unrepaired, due to any prior casualty, if any, affecting the Assets.
- (i) To the Knowledge of Seller, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties, or condition of Seller or the Assets, which has not been set forth in this Agreement or in the other documents, certificates or written statements furnished to SGT in connection with the Transactions.

Section 3.07 Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the Knowledge of Seller after reasonable investigation, threatened, by or against Seller or the Assets or affecting any portion of the Assets, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. To the Knowledge of Seller, it is not in default on its part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default. There are no judgments presently outstanding and unsatisfied against Seller or the Assets.

Section 3.08 Compliance. To the Knowledge of Seller, Seller (i) is not in default under or in violation of (and no event has occurred that has not been waived that, with notice, lapse of time or both, would result in a default by Seller under), nor has Seller received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived); (ii) is not in violation of any judgment, decree or order of any court, arbitrator or other Governmental Authority; or (iii) is not or has not been in violation of any statute, rule, ordinance or regulation of any Governmental Authority, including without limitation all foreign, federal, state and local Laws relating to taxes, registration as a charitable organization, and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

Section 3.09 Regulatory Permits. Seller possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct its businesses as presently conducted, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect, and Seller has not received any notice of proceedings relating to the revocation or modification of any such permit.

Section 3.10 Environmental Matters.

- (a) To Knowledge of Seller, it (i) is in full compliance with any and all applicable foreign, federal, state and local Environmental Laws, (ii) has received all permits, licenses or other approvals required of it under applicable Environmental Laws to conduct its respective businesses and (iii) is in compliance with all terms and conditions of any such permit, license or approval, except where, in each of the three foregoing clauses, the failure to so comply could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
- (b) There are no Hazardous Substances have been disposed of, or identified on, under, or at any of the Assets in violation of applicable Environmental Laws. Seller has not received written notice from any Governmental Authority, or any political or quasi-political, subdivision, agency, authority, department, court, commission, board, bureau, or instrumentality of any of the foregoing asserting jurisdiction over any of the parties hereto or over the Assets, that the Assets is or may be in violation of any applicable federal, state, or municipal law, ordinance, or regulation regarding Hazardous Substances. No spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances has occurred at, from, in, adjacent to, or on any of the Assets, nor are there any Hazardous Substances in, on, about, or migrating to the Assets, and the Assets is not affected in any way by any Hazardous Substances. There are no incinerators, septic tanks, underground storage tanks, PCB-containing equipment, asbestos-containing material, formaldehyde insulators, or cesspools on the Assets, all waste is discharged from the applicable Assets into a public sanitary sewer system in accordance with applicable legal requirements, and no Hazardous Substances are discharged from the Assets, directly or indirectly, into any body of water by Seller, any lessee of the Assets, or any other party.
- (c) There are no underground or above ground storage tanks on the Assets, in use or abandoned, and no such tanks have been removed during Seller's ownership of the Assets except in strict compliance with all Laws. Seller has delivered to SGT true, correct, and complete copies or any environmental report relating to any of the Assets, together with any and all reports, studies, written commentaries, test results, and investigations in Seller's possession and/or under its control, relating to the environmental condition of the Assets.

Section 3.11 Foreign Corrupt Practices. Neither Seller, nor, to the Knowledge of Seller, any agent or other Person acting on behalf of any Seller, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by Seller (or made by any Person acting on its behalf of which any Seller is aware) which is in violation of Law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

Section 3.12 Money Laundering. Seller is in compliance with, and has not previously violated, the USA PATRIOT ACT of 2001 and all other applicable U.S. and non-U.S. anti-money laundering Laws and regulations, including, but not limited to, the Laws, regulations and

Executive Orders and sanctions programs administered by the U.S. Office of Foreign Assets Control, including, but not limited, to (i) Executive Order 13224 of September 23, 2001 entitled, "Blocking Assets and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism" (66 Fed. Reg. 49079 (2001)); and (ii) any regulations contained in 31 CFR, Subtitle B, Chapter V.

Section 3.13 Illegal or Unauthorized Payments; Political Contributions. Neither Seller, nor, to the Knowledge of Seller, any of the officers, directors, employees, agents or other representatives of Seller or any other business entity or enterprise with which Seller is or has been affiliated or associated, has, directly or indirectly, made or authorized any payment, contribution or gift of money, property, or services, whether or not in contravention of applicable Law, (a) as a kickback or bribe to any Person or (b) to any political organization, or the holder of or any aspirant to any elective or appointive public office except for personal political contributions not involving the direct or indirect use of funds of Seller.

Section 3.14 Investment Representations.

- (a) The Seller is acquiring the Shares for investment for the Seller's own account and not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Seller has no present intention of selling, granting any participation in, or otherwise distributing the same. The Seller further represents that Seller does not have any Contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participation to such Person or to any third Person, with respect to any of the Shares.
- (b) The Seller represents and warrants that the Seller (i) can bear the economic risk of the Seller's respective investments, and (ii) possesses such knowledge and experience in financial and business matters that the Seller is capable of evaluating the merits and risks of the investment in SGT and Shares.
- (c) The Seller represents that Seller is an "accredited investor" (an "Accredited Investor") as that term is defined in Rule 501 of Regulation D ("Regulation D") promulgated by the Securities and Exchange Commission ("SEC") under Section 4(a)(2) of the Securities Act of 1933, as amended ("Securities Act"), and that the Seller understands and acknowledges that SGT is relying upon such representation to qualify for the exemption from the registration requirements of the Securities Act pursuant to Rule 506 of Regulation D, and that any certificate representing the Shares shall be endorsed with the following legends, in addition to any other legend required to be placed thereon by applicable federal or state securities Laws:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (TOGETHER WITH THE RULES AND REGULATIONS THEREUNDER, THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION

FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.”

- (d) The Seller acknowledges that neither the SEC nor the securities regulatory body of any other jurisdiction, has received, considered or passed upon the accuracy or adequacy of the information and representations made in this Agreement.
- (e) The Seller acknowledges that he has carefully reviewed such information as the Seller has deemed necessary to evaluate an investment in SGT and the Shares. The Seller acknowledges that the Seller has been furnished all materials that he has requested relating to SGT and the issuance of the Shares hereunder, and that the Seller has been afforded the opportunity to ask questions of SGT’s representatives to obtain any information necessary to verify the accuracy of any representations or information made or given to the Seller.
- (f) The Seller understands that the Shares may not be sold, transferred, or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Shares or any available exemption from registration under the Securities Act, the Shares may have to be held indefinitely. The Seller understands that (i) the sale or re-sale of the Shares has not been and is not being registered under the Securities Act or any applicable state securities Laws, and the Shares may not be transferred unless (a) the Shares are sold pursuant to an effective registration statement under the Securities Act, (b) the Seller shall have delivered to SGT, at the cost of the Seller, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion shall be accepted by SGT, (c) the Shares are sold or transferred to an Affiliate of the Seller who agree to sell or otherwise transfer the Shares only in accordance with this Section 3.14 and who is an Accredited Investor, (d) the Shares are sold pursuant to Rule 144 promulgated under the Securities Act (“Rule 144”), or (e) the Shares are sold pursuant to Regulation S under the Securities Act (or a successor rule), and the Seller shall have delivered to SGT, at the cost of the Seller, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by SGT; (ii) any sale of such Shares made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Shares under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) neither SGT nor any other Person is under any obligation to register such Shares under the Securities Act or any state securities Laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Shares may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

Section 3.15 Brokers. Other than as specifically set forth herein, Seller shall be solely responsible for any broker’s fee, finder’s fee or similar fee or commission payment in connection

with any of the Transactions.

Article IV. REPRESENTATIONS AND WARRANTIES OF SGT

As an inducement to, and to obtain the reliance of Seller, SGT represents and warrants to Seller as follows:

Section 4.01 Organization. SGT is a corporation duly incorporated, validly existing, and in good standing under the Laws of Delaware and has the corporate power and is duly authorized under all applicable Laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. The execution and delivery of this Agreement does not, and the consummation of Transactions will not, violate any provision of SGT's articles of incorporation or by-laws. SGT has taken all action required by Law, its articles of incorporation and by-laws, or otherwise to authorize the execution and delivery of this Agreement, and SGT has full power, authority, and legal right and has taken all action required by Law, its articles of incorporation and by-laws, or otherwise to consummate the transactions herein contemplated.

Section 4.02 Power and Authority. SGT has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and to consummate Transactions.

Section 4.03 Authorization of Agreement; Etc. The execution, delivery and performance of this Agreement by SGT, and the consummation of Transactions, have been duly authorized by the Board of Directors of SGT. This Agreement has been duly executed and delivered on behalf of SGT and constitutes a valid and binding obligation of SGT enforceable in accordance with its terms, except that such enforcement may be limited by the Enforceability Exceptions, and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

Section 4.04 No Conflict. The execution of this Agreement and the consummation of the Transactions (i) will not, with or without notice, lapse of time or both, result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of any indenture, mortgage, deed of trust, or other material agreement, or instrument to which SGT is a party or to which any of its assets, properties or operations are subject; (ii) violate any provision of Law, statute, rule, regulation or executive order to which SGT is subject; or (iv) violate any judgment, order, writ or decree of any court applicable to SGT.

Section 4.05 No Conflict with Other Instruments. The execution of this Agreement and the consummation of the Transactions will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate, or modify the terms of, any indenture, mortgage, deed of trust, or other material agreement or instrument to which SGT is a party or to which any of its respective assets, properties or operations are subject.

Section 4.06 No Brokers. SGT has not retained any broker or finder in connection with any of the Transactions, and SGT has not incurred or agreed to pay, or taken any other action that would entitle any Person to receive, any brokerage fee, finder's fee or other similar fee or commission with respect to any of the Transactions.

Article V. SURVIVAL AND INDEMNIFICATION

Section 5.01 Survival.

- (a) Subject to the limitations and other provisions of this Agreement, the representations and warranties of the Parties contained herein shall survive the Closing and shall remain in full force and effect until the date that is two (2) years after the Closing Date. Notwithstanding the preceding sentence, any indemnification claim commenced prior to any such expiration shall remain as a valid claim until finally resolved in accordance with the provisions herein. Any claim, for indemnification or otherwise, based upon or arising out of the breach or alleged breach of a representation or warranty must be brought before the expiration of the applicable survival period, or it will be deemed waived.
- (b) All covenants and agreements of the Parties contained herein shall survive the Closing until fully performed. Notwithstanding the preceding sentence, any claim commenced prior to any such expiration shall remain as a valid claim until finally resolved in accordance with the provisions herein.

Section 5.02 Indemnification by Seller. Subject to the provisions of this Article V, Seller hereby covenants and agrees with SGT that Seller shall indemnify SGT and its directors, officers, employees and Affiliates, and each of their respective Representatives, successors and assigns (individually, an "SGT Indemnified Party"), and hold them harmless from, against and in respect of any and all Losses incurred by any SGT Indemnified Party resulting from any misrepresentation, breach of any representation or warranty of Seller in this Agreement or the non-fulfillment in any material respect of any agreement, covenant or obligation by Seller made in this Agreement (including without limitation any Exhibit or Schedule hereto and any certificate or instrument delivered in connection herewith).

Section 5.03 Indemnification by SGT. Subject to the provisions of this Article V, SGT hereby covenants and agrees with Seller that SGT shall indemnify Seller and each of Seller's employees and Affiliates, and their respective Representatives, successors and assigns (each a "Seller Indemnified Party" and collectively, the "Seller Indemnified Parties") and hold them harmless from, against and in respect of any and all Losses incurred by any Seller Indemnified Party resulting from any misrepresentation, breach of any representation or warranty in this Agreement or the non-fulfillment in any material respect of any agreement, covenant or obligation by SGT made in this Agreement (including without limitation any Exhibit or Schedule hereto and any certificate or instrument delivered in connection herewith).

Section 5.04 Indemnification Procedures. The Party making a claim under this Article V is referred to as the "Indemnified Party" and the Party against whom such claims are asserted under this Article V is referred to as the "Indemnifying Party."

- (a) *Third-Party Claims.* If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "Third-Party Claim") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third-Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except

and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 5.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, provided, that if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third-Party Claim, the Indemnified Party may, subject to Section 5.04(b), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. The Parties shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending Party, management employees of the non-defending Party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

- (b) *Settlement of Third-Party Claims.* Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 5.04(b). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such

firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 5.04(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

- (c) *Direct Claims.* Any Action by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) calendar days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) calendar day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.
- (d) *Cooperation.* Upon a reasonable request made by the Indemnifying Party, each Indemnified Party seeking indemnification hereunder in respect of any Direct Claim, hereby agrees to consult with the Indemnifying Party and act reasonably to take actions reasonably requested by the Indemnifying Party in order to attempt to reduce the amount of Losses in respect of such Direct Claim. Any costs or expenses associated with taking such actions shall be included as Losses hereunder.

Section 5.05 Payments. Subject to the terms and conditions herein, once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article V or otherwise pursuant to this Agreement, the Indemnifying Party shall satisfy its indemnification obligations within fifteen (15) Business Days of such agreement or adjudication.

Section 5.06 Certain Limitations. The indemnification provided for in Section 5.02 and Section 5.03 shall be subject to the following limitations:

- (a) Seller shall not be liable to the SGT Indemnified Parties for indemnification under Section 5.02 until the aggregate amount of all Losses in respect of indemnification under Section 5.02 exceeds \$25,000 (the "Basket"), in which event Seller shall be required to pay or be liable for all such Losses in excess of the Basket subject to the other limitations contained herein including the Cap.

- (b) SGT shall not be liable to the Seller Indemnified Parties for indemnification under and Section 5.03 until the aggregate amount of all Losses in respect of indemnification under Section 5.03 exceeds the Basket, in which event SGT shall be required to pay or be liable for all such Losses in excess of the Basket subject to the other limitations contained herein including the Cap.
- (c) The Parties acknowledge and agree that the maximum liability of Seller, on the one hand, and SGT, on the other hand, for indemnification pursuant to this Article V shall be the sum of \$8,500,000 (the "Cap"), and neither Seller, on the one hand, nor SGT, on the other hand, shall have any liability to the other in excess of the Cap.

Section 5.07 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the consideration paid hereunder unless otherwise required by applicable Law.

Section 5.08 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation,) made at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation, and made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate. The waiver of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, shall not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants or obligations.

Section 5.09 Exclusive Remedy. The indemnification provisions contained in this Article V shall be the sole and exclusive remedy of the Parties with respect to the Transactions for any and all breaches or alleged breaches of any representations, warranties, covenants or agreements of the Parties hereto or any other provision of this Agreement or arising out of the Transactions, except (i) with respect to any equitable remedy to which such Party may be entitled to with respect to any claims or causes of action arising from the breach of any covenants or agreement of a Party that is to be performed subsequent to the Closing Date, or (ii) with respect to a Party, an actual and intentional fraud with respect to this Agreement and the Transactions. In furtherance of the foregoing, each Party hereto, for itself and on behalf of its Affiliates, hereby waives, from and after the Closing, to the fullest extent permitted under applicable Law and except as otherwise specified in this Article V, any and all rights, claims and causes of action it may have against any other Party hereto relating to the subject matter of this Agreement or any other agreement, certificate or other document or instrument delivered pursuant to this Agreement, arising under or based upon any applicable Law.

Section 5.10 Limitation on Damages. **IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE TRANSACTIONS FOR SPECIAL, GENERAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOST OPPORTUNITY, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

Article VI. MISCELLANEOUS

Section 6.01 Notices. Any notice or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to it or sent by overnight courier or registered mail or certified mail, postage prepaid, or electronic mail with a follow up copy by overnight courier, addressed as follows:

If to SGT:

The Sustainable Green Team, Ltd.
Attn: Anthony Raynor
24200 CR-561
Astatula, FL 34705
Email: raynor5@outlook.com

with a copy, which shall not constitute notice, to:

Anthony L.G., PLLC
Attn: John Cacomanolis
625 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401
Email: jcacomanolis@anthonypllc.com

If to Seller:

Charles Lepinski
5 Pine Lake Dr., Humboldt, TN 38324
E-mail: bigiron2006@yahoo.com

or such other addresses as shall be furnished in writing by any Party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given (i) upon receipt, if personally delivered or sent by electronic mail, (ii) on the day after dispatch, if sent by overnight courier, and (iii) three (3) days after mailing, if sent by registered or certified mail.

Section 6.02 Dispute Resolution.

- (a) If there is any dispute or controversy relating to this Agreement or any of the Transactions (each, a "Dispute"), such Dispute shall be resolved in accordance with this Section 6.02.
- (b) The Party claiming a Dispute shall deliver to the other Party a written notice (a "Notice of Dispute") that will specify in reasonable detail the dispute that the claiming Party wishes to have resolved. If SGT and Seller are not able to resolve the dispute within five (5) Business Days of a Party's receipt of an applicable Notice of Dispute, then such Dispute shall be submitted to binding arbitration in accordance with this Section 6.02.
- (c) Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association then in effect. Each of SGT, on the one hand, and

Seller, on the other hand, shall select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall resolve the Dispute. The arbitrators will be instructed to prepare in writing as promptly as practicable, and provide to the Parties such arbitrators' determination, including factual findings and the reasons on which the determination was based. The decision of the arbitrators will be final, binding and conclusive and will not be subject to review or appeal and may be enforced in any court having jurisdiction over the Parties. Each Party shall initially pay its own costs, fees and expenses (including, without limitation, for counsel, experts and presentation of proof) in connection with any arbitration or other action or proceeding brought under this Section 6.02, and the fees of the arbitrators shall be share equally, provided, however, that the arbitrators shall have the power to award costs and expenses in a different proportion.

(d) The arbitration shall be conducted in Astatula, Florida.

Section 6.03 Governing Law. This Agreement shall be governed by, enforced, and construed under and in accordance with the Laws of Florida, without giving effect to principles of conflicts of law thereunder. Subject to Section 6.02, venue for all matters arising hereunder and for enforcement of the arbitrators' judgment pursuant to Section 6.02 shall be exclusively in the State of Florida and United States Courts located in Lake County, Florida (the "Selected Courts") and the Parties (a) irrevocably consents and agrees that any legal or equitable action or proceedings arising under or in connection with this Agreement shall be brought exclusively in the Selected Courts. By execution and delivery of this Agreement, each Party hereto irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid court, and irrevocably waives any and all rights such Party may now or hereafter have to object to such jurisdiction.

Section 6.04 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE CONTEMPLATED TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 6.04.

Section 6.05 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 6.06 Attorneys' Fees. In the event that any Party institutes any action or suit to enforce

this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing Party shall be reimbursed by the losing Party for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 6.07 Third-Party Beneficiaries. This contract is strictly between the Parties and, except as specifically provided, no director, officer, stockholder, employee, agent, independent contractor or any other Person shall be deemed to be a third-Party beneficiary of this Agreement.

Section 6.08 Expenses. Other than as specifically set forth herein, whether or not the Transactions are consummated, each of SGT, on the one hand, and Seller, on the other hand, will bear their own respective expenses, including without limitation the fees and expenses of its legal, accounting and financial advisors, incurred in connection with the Transactions.

Section 6.09 Entire Agreement. This Agreement and the other Transaction Documents represent the entire agreement between the Parties relating to the subject matter thereof and supersede all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

Section 6.10 Amendment or Waiver. Other than as specifically set forth herein, every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any Party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. This Agreement may be amended only by a writing signed by all Parties hereto.

Section 6.11 Commercially Reasonable Efforts. Subject to the terms and conditions herein provided, each Party shall use its commercially reasonable efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement so that Transactions shall be consummated as soon as practicable. Each Party also agrees that it shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations to consummate and make effective this Agreement and the Transactions.

Section 6.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party shall have any power or any right to assign or transfer, in whole or in part, this Agreement, or any of its rights or any of its obligations hereunder, including, without limitation, any right to pursue any claim for damages pursuant to this Agreement or the transactions contemplated herein, or to pursue any claim for any breach or default of this Agreement, or any right arising from the purported assignor's due performance of its obligations hereunder, without the prior written consent of the other Party and any such purported assignment in contravention of the provisions herein shall be null and void and of no force or effect.

Section 6.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Closing Date.

Sustainable Green Team Ltd.

By: 

Name: Anthony Raynor

Title: Chief Executive Officer

Charles Lepinski

By: 

Name: Charles Lepinski



Exhibit A
Assets

- Concrete sub structure for main log infeed deck. 2' thick 12' high 42' long.
- 48' Debarker infeed chain w/ 15 hp drive and stop and load mechanism including all sub steel and mounting platform for a knuckle boom crane.
- 2 box chain conveyers w/5 hp drives under debarker with sub steel for Nicholson 35" A8 ring debarker (Debarker removed).
- Secondary bark waste box chain conveyer to hog w/15 hp drive (hog removed).
- 48" Performance hog and screen S/N 202 with 400 hp motor w/ sub steel, stairs and cat walks.
- One- 30 unit chip-bin.
- Two- 30 unit chip-bins connected by auger.
- 104" Nicholson 10 Knife chipper, 1250 HP 2300 Volt motor, GE 1250 hp Synchronous Starter, wiring, sub steel frame and concrete structure sub structure.
- 50' HCMA Debarker outfeed, double log sweep w/double log drag chains 5 hp drives to cutoff saw and sub steel structure.
- Sub steel for dual cut off saws and Box Chain waste conveyer w/5 hp drive
- Dual log merchandiser, RH stops at 8', 10', 12', 4m, 14',16',18' 20'. LH stops 8', 10', 12', 4m, 14',16',18' 20',8 m, Dual Star log sweeps to center log takeaway belt 15 hp drive, steel sub structure.
- 48' takeaway belt and gravity log accumulation deck from LH merchandiser, 5hp S belt drive.
- Star log kicker to 5 strand log deck to chipper chain, 5 hp drive.
- 150' drag chain conveyer to chipper w/ 15 hp drive, sub steel.
- 3 Strand box chain conveyer to chip surge bin, 15 hp drive steel sub structure.

Exhibit B
BILL OF SALE

Dated as of December 30, 2021

This Bill of Sale (the "Bill of Sale") is made and entered into as of the date set forth above (the "Closing Date"), by Charles Lepinski, a natural person resident in Tennessee ("Seller") in favor of The Sustainable Green Team, Ltd., a Delaware corporation (the "Buyer").

WHEREAS, Buyer and Seller have entered into a certain Asset Purchase Agreement, dated as of the Closing Date ("Agreement"), providing for Buyer to purchase the assets as set forth on Exhibit 1 attached hereto (the "Assets");

WHEREAS, Seller desires to convey, transfer, assign, deliver, and contribute to Buyer all of its right, title, and interest in and to the Assets and Buyer desires to accept all rights, title and interest in and to the Assets as specified in this Bill of Sale;

NOW, THEREFORE, in consideration of the premises and of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:


1. Seller hereby sells, grants, conveys, assigns, transfers and delivers to Buyer any and all of Seller's right, title and interest in and to the Assets, free and clear of all any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, and any conditional sale or voting agreement or proxy, including any agreement to give any of the foregoing (collectively, the "Liens") other than those pursuant to the Transaction Documents (as defined in the Agreement). Such sale, transfer, conveyance and assignment shall be effective on the Closing Date.
2. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to the Buyer and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Bill of Sale or to the authenticity of any copy, conformed or otherwise, hereof.
3. All of the terms and provisions of this Bill of Sale will be binding upon the Seller and its successors and assigns and will inure to the benefit of the Buyer and its successors and assigns.
4. This Bill of Sale shall be governed by the laws of the State of Florida, without regard to conflicts of law principles thereunder.
5. This Bill of Sale is being delivered in connection with the Closing (as defined in the Agreement) under the Agreement and is made subject to the provisions of the Agreement. In the event of any conflict or inconsistency between this Bill of Sale and the Agreement, the Agreement shall be the controlling document.

6. This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.


[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale effective as of the Closing Date.

Sustainable Green Team Ltd.

By: 
Name: Anthony Raynor
Title: Chief Executive Officer

Charles Lepinski

By: 
Name: Charles Lepinski


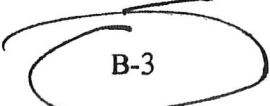


B-3

Exhibit 1
Assets

- Concrete sub structure for main log infeed deck. 2' thick 12' high 42' long.
- 48' Debarker infeed chain w/ 15 hp drive and stop and load mechanism including all sub steel and mounting platform for a knuckle boom crane.
- 2 box chain conveyers w/5 hp drives under debarker with sub steel for Nicholson 35" A8 ring debarker (Debarker removed).
- Secondary bark waste box chain conveyer to hog w/15 hp drive (hog removed).
- 48" Performance hog and screen S/N 202 with 400 hp motor w/ sub steel, stairs and cat walks.
- One- 30 unit chip-bin.
- Two- 30 unit chip-bins connected by auger.
- 104" Nicholson 10 Knife chipper, 1250 HP 2300 Volt motor, GE 1250 hp Synchronous Starter, wiring, sub steel frame and concrete structure sub structure.
- 50' HCMA Debarker outfeed, double log sweep w/double log drag chains 5 hp drives to cutoff saw and sub steel structure.
- Sub steel for dual cut off saws and Box Chain waste conveyer w/5 hp drive
- Dual log merchandiser, RH stops at 8', 10', 12', 4m, 14',16',18' 20'. LH stops 8', 10', 12', 4m, 14',16',18' 20',8 m, Dual Star log sweeps to center log takeaway belt 15 hp drive, steel sub structure.
- 48' takeaway belt and gravity log accumulation deck from LH merchandiser, 5hp S belt drive.
- Star log kicker to 5 strand log deck to chipper chain, 5 hp drive.
- 150' drag chain conveyer to chipper w/ 15 hp drive, sub steel.
- 3 Strand box chain conveyer to chip surge bin, 15 hp drive steel sub structure.

BILL OF SALE EQUIPMENT LIST

DEBARKER & CHIPPER PLANT

1. Concrete sub structure for main log infeed deck. 2' thick 12' high 42' long.
2. 48' Debarker infeed chain w/ 15 hp drive and stop and load mechanism including all sub steel and mounting platform for a knuckle boom crane.
3. 2 box chain conveyers w/5 hp drives under debarker with sub steel for Nicholson 35" A8 ring debarker (Debarker removed).
4. Secondary bark waste box chain conveyer to hog w/15 hp drive (hog removed).
5. 48" Performance hog and screen S/N 202 with 400 hp motor w/ sub steel, stairs and cat walks.
6. One- 30 unit chip-bin.
7. Two- 30 unit chip-bins connected by auger.
8. 104" Nicholson 10 Knife chipper, 1250 HP 2300 Volt motor, GE 1250 hp Synchronous Starter, wiring, sub steel frame and concrete structure sub structure.
9. 50' HCMA Debarker outfeed, double log sweep w/double log drag chains 5 hp drives to cutoff saw and sub steel structure.
10. Sub steel for dual cut off saws and Box Chain waste conveyer w/5 hp drive
11. Dual log merchandiser, RH stops at 8', 10', 12', 4m, 14',16',18' 20'. LH stops 8', 10', 12', 4m, 14',16',18' 20',8 m, Dual Star log sweeps to center log takeaway belt 15 hp drive, steel sub structure.
12. 48' takeaway belt and gravity log accumulation deck from LH merchandiser, 5 hp S belt drive.
13. Star log kicker to 5 strand log deck to chipper chain, 5 hp drive.
14. 150' drag chain conveyer to chipper w/ 15 hp drive, sub steel.
15. 3 Strand box chain conveyer to chip surge bin, 15 hp drive steel sub structure.

SAWMILL PLANT

1. 5 Strand Hot deck infeed with overhead log entry kicker from merchandiser, 5 hp drive.
2. HCMA 5 strand log ladder w/15 hp drive and 6 even ending rolls, 5 hp drive.
3. Barn sweep under log infeed.
4. Sub steel and concrete deck at log turner and canter quad 13'8" off FF 5700 sq ft +/- .
5. USNR Log Turner S/N 9011-1130.
6. Kokums Can Car log thumber.
7. ASM Sharp chain system with head and tail pullys (no drive).
8. CAE Newnes LPH1-01 Quad Optimizing Scanner.
9. Kockums Hold down rolls.
10. Concrete support structure for canter quad breakdown system (canter and quad removed).
11. Sub steel and concrete deck at canter outfeed 11'9" off FF 2240 sq ft +/-.
12. Slant slat chain with cant kicker and 5 hp drive.
13. 8 Strand x 20' gang outfeed chain deck with slab dropout to Green chain.
14. 6 Strand x 70' green chain to trimmer.
15. Sub steel and concrete deck at ledger and resaw 10'6" off FF 7360 sq ft +/-
16. Newnes 10 strand lug transfer deck.
17. Newnes 20' Transverse scanner.
18. Newnes Edger infeed Duckel Table.
19. Newnes 4" optimizing edger, Model 90-119-JF, S/N ED-04-05.
20. Newnes Hydraulic Shifting Finger Tailer w/out feed belt, 5hp drive.
21. Newnes 8x12" Resaw Model 90-119-KE, S/N ER-08-09.
22. Hydraulic Resaw tailing system with outfeed belt to green chain.
23. 11 strand 22' wide x 53' long Slab waste chain conveyer w/ 15 hp drive.
24. 11 strand 19' wide x 53' long Slab waste chain conveyer w/ 15 hp drive.
25. Sub steel and concrete deck at log turner and canter quad 9'8" off FF 5700 sq ft +/-.
26. Newnes 20' x 30 bin J-bar sorter.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "SUSTAINABLE GREEN TEAM, LTD.", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019, AT 6:57 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE SUSSEX COUNTY RECORDER OF DEEDS.



7698114 8100
SR# 20200004269

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202102452
Date: 01-02-20

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CERTIFICATE OF INCORPORATION
OF
THE SUSTAINABLE GREEN TEAM, LTD.
-a Delaware corporation-

I, the undersigned, being the original Incorporator herein named, for the purpose of forming a corporation under the Delaware General Corporation Law, do herein state:

FIRST

The name of the Corporation is The Sustainable Green Team, Ltd..

SECOND

The address of the registered office of the Corporation in the State of Delaware is: 16192 Coastal Highway, Lewes, Delaware 19958 and the name of the registered agent to the Company in the State of Delaware at such address is Harvard Business Services, Inc., County of Sussex.

THIRD

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH

A. Authorization of Stock.

The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares that the Corporation is authorized to issue is Two Hundred Fifty Million (250,000,000). The total number of shares of Common Stock authorized to be issued is Two Hundred Forty Five Million (245,000,000), par value \$0.0001 per share (the "Common Stock"). The total number of shares of Preferred Stock authorized to be issued is Five Million (5,000,000), par value \$0.0001 per share (the "Preferred Stock"), of which One Hundred (100) shares have been designated as Series A Preferred Stock (the "Series A Preferred Stock"), with the remaining Four Million Nine Hundred Ninety Nine Thousand (4,999,000) shares of Preferred stock authorized and undesignated. The Board of Directors is authorized to establish, from the authorized and unissued shares of Preferred Stock, one or more classes or series of shares, to designate each such class and series, and fix the rights and preferences of each such class of Preferred Stock; which class or series shall have such voting powers (full or limited or no voting powers), such preferences, relative, participating, optional or other special rights, and such qualifications, limitations or restrictions as shall be stated and expressed in the resolution or resolutions providing for the issuance of such class or series of Preferred Stock as may be adopted from time to time by the Board of Directors prior to the issuance of any shares thereof. Except as provided in the resolution or resolutions of the Board of Directors creating any series of Preferred Stock and as set forth below, the shares of Common Stock shall have the exclusive right to vote for the election and removal of directors and for all other purposes. Each holder of Common Stock shall be entitled to one vote for each share held.

B. Series A Preferred Stock.

Section 1. *Designation and Amount.* The Corporation has authorized 5,000,000 shares of preferred stock, par value \$0.0001, and of those shares, One Hundred (100) shares are hereby designated as "Series A Preferred Stock" (the "*Series A Preferred Stock*").

Section 2. *Voting Rights.* Except as otherwise required by law, on any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Series A Preferred Stock held by such holder as of the record date for determining stockholders entitled to vote on such matter; with each share casting a vote equal to: the quotient of the sum of all outstanding shares of common stock together with any and all other securities of the Corporation that provide for voting on an "as converted" basis, divided by 0.99. The Corporation may not authorize any additional shares of Series A Preferred Stock or authorize and designate any other Class or Series of Preferred Stock that have Voting Rights in pari passu with or greater than the Voting Rights accorded to the holders of the Corporation's Series A Preferred Stock. Except as provided by law or by the other provisions of the Articles of Incorporation, holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class.

Section 3. *No Impairment.* Unless specifically approved by the holders of the Series B Preferred Stock, the Corporation shall not intentionally take any action which would impair the rights and privileges of the Series A Preferred Stock set forth herein or the rights of the Holders thereof. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions herein and in the taking of all such action as may be necessary or appropriate in order to protect the Voting Rights of the holders of the Series A Preferred Stock against impairment.

Section 4. *Adjustment for Stock Splits and Combinations.* If the Corporation shall at any time or from time to time after the Series A Preferred Stock Original Issue Date (as defined below) effect a subdivision or stock dividend with respect to its outstanding capital stock, the Series A Preferred Stock votes per share in effect immediately before that subdivision shall be proportionately decreased so that the number of votes remain constant. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective. "Series A Original Issue Date" means the date on which the first share of Series A Preferred Stock was issued. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the capital stock is converted into or exchanged for securities, cash or other property, then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible into a kind and amount of securities that are substantially the same as the shares of Series A Preferred Stock; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in this Section 4 shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

Section 5. *No Other Rights or Preferences.* Except for Voting Rights and the rights set forth in this Article IV(B), the holders of Series A Preferred Stock shall have no other rights, privileges or preferences.

FIFTH

The name and address of the incorporator is Anthony Raynor, whose address is: 203 West 1st Street, Apopka FL 32703.

SIXTH

A. Management by Board of Directors. The Company shall be managed by the Board of Directors, which shall exercise all power under the laws of the State of Delaware, including, without limitation, the power to make, alter, or repeal the Company's Bylaws.

B. Number of Directors. The number of directors shall be (i) fixed at not less than one and not greater than nine, and (ii) thereafter be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption).

C. Appointment of Directors. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies on the Board of Directors resulting from death, resignation, retirement, disqualification or other cause (other than removal from office by a vote of the shareholders) may be filled only by a majority vote of the directors then in office though less than quorum, the directors so chosen shall hold office until the next annual meeting of shareholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

D. Removal of Directors. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any directors, or the entire Board of Directors, may be removed from office at any time, with cause, but only by the affirmative vote of the holders of at least a majority of the voting power of all of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class. Vacancies on the Board of Directors resulting from such removal may be filled by (1) the shareholders at a special meeting of the shareholders, by the vote of the holders of a majority of the shares entitled to vote at such meeting, or (2) by a majority of the directors then in office, though less than a quorum. Directors so chosen shall hold office until the next annual meeting of shareholders.

SEVENTH

The Board of Directors is expressly empowered to adopt, amend or repeal bylaws of the Corporation. Any adoption, amendment or repeal of bylaws of the Corporation by the Board of Directors shall require the approval of a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any resolution providing for adoption, amendment or repeal is presented to the Board of Directors, though less than a quorum).

EIGHTH

A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

If the Delaware General Corporation Law is hereafter amended to authorize the further elimination

or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing provisions of this Article EIGHTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon shareholders are granted subject to this reservation.

IN WITNESS WHEREOF, this Certificate has been signed by its duly authorized incorporator, Anthony Raynor, on this 31st day of December, 2019.

By: 
Anthony Raynor, Incorporator

**BYLAWS
OF
THE SUSTAINABLE GREEN TEAM, LTD.**

**ARTICLE I
OFFICES**

Section 1. *Registered Office.* The registered office of the Company in Delaware shall be that set forth in the Certificate of Incorporation or in the most recent amendment of the Certificate of Incorporation or in a certificate prepared by the Board of Directors and filed with the Secretary of State of Delaware changing the registered office.

Section 2. *Other Offices.* The Company may also have offices and places of business at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Company may require.

**ARTICLE II
MEETINGS OF SHAREHOLDERS**

Section 1. *Place of Meetings.* All meetings of the shareholders of the Company shall be held at its registered office or at such other place within or without the State of Delaware as shall be stated by the Board of Directors in the notice of the meeting. In the absence of designation otherwise, meetings shall be held at the registered office of the Company in the State of Delaware, provided, however, that any meeting called by or at the demand of a shareholder or shareholders will be held in the county where the principal executive office of the Company is located.

Section 2. *Time of Meetings.* The Board of Directors shall designate the time and day for each meeting. In the absence of such designation, every meeting of the shareholders shall be held at ten o'clock A.M.

Section 3. *Annual Meetings.*

a.) First Annual Meeting. The first annual meeting of the shareholders shall be held on a day designated by the Board of Directors.

b.) Subsequent Annual Meetings. Each subsequent annual meeting of the shareholders shall be held on the same day each year, subject to the power of the Board of Directors to change the date, or if that day shall fall upon a legal holiday, on the next succeeding business day; except that the Board of Directors may, in its discretion and solely for convenience, determine in any year an annual meeting date falling not earlier than ten (10) days prior to nor later than thirty (30) days subsequent to such designated annual meeting date, or may, for reasonable cause, postpone such annual meeting date to a subsequent date within the same calendar year as designated by the Board of Directors.

c.) Election of Directors. At any annual meeting the shareholders, voting as provided in the Certificate of Incorporation or in these Bylaws, may designate any change in the number of Directors to constitute the Board of Directors, shall elect a Board of Directors, and shall transact such other business as properly may come before the meeting.

d.) Special meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President or the Board of Directors.

Section 4. *Notice of Meetings.* Notice of meetings shall be in writing. Such notice shall state the place, date, and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. A copy of such notice shall be either delivered personally or mailed, postage prepaid, to each shareholder of record entitled to vote at such meeting pursuant to Article II, Section 12 hereof not less than ten (10) nor more than sixty (60) days before such meeting. If mailed, it shall be directed to each shareholder at his address as it appears upon the records of the Company, and upon such mailing of any such notice, the service thereof shall be complete, and the time of the notice shall begin to run from the date that such notice is deposited in the mail for transmission to such shareholder. Personal delivery of any such notice to a corporation, an association, or a partnership shall be

accomplished by personal delivery of such notice to any officer of a corporation or an association or to any member of a partnership.

Section 5. *Waiver of Notice.* Notice of any meeting of the shareholders may be waived before, at, or after such meeting in a writing signed by the shareholder or representative thereof entitled to vote the shares so represented. Such waiver shall be filed with the Secretary or entered upon the records of the meeting. Attendance of a shareholder or his representative at a meeting shall also constitute a waiver of notice of such meeting, except when such shareholder or representative attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. *Purpose of Special Meetings.* Business transacted at any special meeting of the shareholders shall be limited to the matters stated in the notice, or other matters necessarily incidental thereto.

Section 7. *Quorum; Adjournment.* The holders of a majority of the voting power of all shares entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the shareholders, except as may be otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at such meeting, until a quorum shall be present or represented; provided, however, that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of such adjourned meeting shall be given to each shareholder of record entitled to vote at such meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting in accordance with the notice thereof. If a quorum is present when a duly called or held meeting is convened, the shareholders present in person or represented by proxy may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders originally present in person or by proxy to leave less than a quorum.

Section 8. *Vote Required.* When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of all shares entitled to vote present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one that by express provision of statute or of the Certificate of Incorporation or these Bylaws requires a different vote, in which case such express provision shall govern the vote required.

Section 9. *Voting Rights.* Except as may be otherwise required by statute or the Certificate of Incorporation or these Bylaws, every shareholder of record of the Company shall be entitled at each meeting of the shareholders to one vote for each share of stock standing in his name on the books of the Company.

Section 10. *Proxies.* At any meeting of the shareholders, any shareholder may be represented and vote by a proxy or proxies appointed by an instrument in writing and filed with the Secretary at or before the meeting. An appointment of a proxy or proxies for shares held jointly by two or more shareholders is valid if signed by any one of them, unless and until the Company receives from any one of those shareholders written notice denying the authority of such other person or persons to appoint a proxy or proxies or appointing a different proxy or proxies, in which case no proxy shall be appointed unless all joint owners sign the appointment. In the event that any instrument shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or if only one shall be present then that one, shall have and may exercise all of the proxies so designated unless the instrument shall otherwise provide. If the proxies present at the meeting are equally divided on an issue, the shares represented by such proxies shall be voted proportionately on such issue. No proxy shall be valid after the expiration of three (3) years from the date of its execution unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it so states and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. Subject to the above, any duly executed proxy shall continue in full force and effect and shall not be revoked unless written notice of its revocation or a duly executed proxy bearing a later date is filed with the Secretary of the Company.

Section 11. *Action in Writing.* Except as may be otherwise required by statute or the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the shareholders of the Company may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of the shares of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and

voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

Section 12. *Closing of Books; Record Date.* The Board of Directors may fix a date, not exceeding sixty (60) nor less than ten (10) days preceding the date of any meeting of the shareholders of the Company, as a record date for the determination of the shareholders entitled to notice of and to vote at such meeting, and in such case only shareholders of record on the date so fixed or their legal representatives shall be entitled to notice of and to vote at such meeting, notwithstanding any transfer of shares on the books of the Company after any record date so fixed. The Board of Directors may close the books of the Company against the transfer of shares during the whole or any part of such period. If the Board of Directors fails to fix such a record date, the record date shall be the close of business on the day next preceding the day on which notice is given.

ARTICLE III DIRECTORS

Section 1. *General Powers.* The business of the Company shall be managed by its Board of Directors, which may exercise all such powers of the Company and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 2. *Number; Qualifications.* Until the first meeting of the shareholders, the number of Directors which shall constitute the whole Board shall be the number named in the Certificate of Incorporation or otherwise appointed by the Incorporator of the Company prior to the issuance of shares of the Company. Thereafter, the number of Directors that shall constitute the whole Board shall be at least one (1). In the absence of a resolution of the shareholders or the Directors, the number of Directors shall be the number last fixed by the shareholders or the Directors; provided, however, that the Board of Directors may not decrease the number of Directors below the number last designated by the shareholders. Directors need not be shareholders. Each of the Directors shall hold office until the next succeeding regular meeting of shareholders and until his successor shall have been duly elected and qualified, or until his earlier death or resignation or removal from office as hereinafter provided.

Section 3. *Vacancies.* In the event that any member of the Board of Directors shall resign, die, be removed from office, become disqualified, or refuse to act during his term of office, or any vacancy or vacancies in the Board of Directors shall occur for any other reason, such vacancy or vacancies may be filled by a majority vote of the remaining members of the Board of Directors, although less than a quorum, the provisions of Article III, Section 4(e) hereof notwithstanding. However, in the event that there are no duly elected and qualified Directors remaining in office, then the shareholders shall elect by majority vote a new Director or new Directors to fill such vacancy or vacancies. The voting by the shareholders to fill such vacancy or vacancies shall be conducted as provided in the Certificate of Incorporation and these Bylaws. When one or more Directors shall give notice of his or their resignation to the Board, effective at a future date, the Board (inclusive of the resigning member or members) shall have power to fill such vacancy or vacancies to take effect when such resignation or resignations shall become effective. Each Director elected to hold office as provided in this Article III, Section 3 shall hold office until the next succeeding regular meeting of the shareholders and until his successor shall have been elected and qualified, or until his earlier resignation or removal from office as hereinafter provided.

Section 4. *Meetings.*

a.) **Place of Meetings.** The Board of Directors of the Company may hold meetings, both regular and special, either within or without the State of Delaware.

b.) **Regular Meetings.** As soon as practicable after each annual election of Directors, the Board of Directors shall meet at the registered office of the Company, or at such other place within or without the State of Delaware as may be designated by the Board of Directors, for the purpose of electing the officers of the Company and for the transaction of such other business as shall come before the meeting. Other regular meetings of the Board of Directors may be held without notice at such time and place within or without the State of Delaware as shall from time to time be determined by resolution of the Board of Directors.

c.) Special Meetings. Special meetings of the Board of Directors may be called by the Chair of the Board of Directors, the President or Secretary, or by one or more Directors, and shall be held at such time and place as shall be designated in the notice of such meeting.

d.) Notice. Notice of a special meeting shall be given to each Director at least 24 hours before the time of the meeting, or at the earliest time possible thereafter, but prior to such meeting, if it is impractical to give such notice 24 hours in advance. Notice may be given by any means calculated to apprise the Directors of the time, place and subject matter of the special meeting. Notice by mail shall be deemed to be given at the time when the same shall be mailed, such mailing to take place at least three (3) business days prior to such meeting. Whenever any provision of law, the Certificate of Incorporation, or the Bylaws require notice to be given, any Director may, in writing, either before or after the meeting, waive notice thereof. Except when a Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened, any Director, by his attendance at or participation in the action taken at any meeting, shall be deemed to have waived notice thereof.

e.) Quorum; Voting Requirements; Adjournment. A majority of the Board of Directors then in office shall be necessary to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting to another time or place, and no notice as to such adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken. If a quorum is present at the call of a meeting, the Directors may continue to transact business until adjournment notwithstanding the withdrawal of enough Directors to leave less than a quorum.

f.) Organization of Meetings. At all meetings of the Board of Directors, the Chair of the Board, if appointed, or in his absence, the President, or in his absence, any Director appointed by the President, shall preside, and the Secretary, or in his absence, any person appointed by the President, shall act as Secretary.

g.) Action in Writing. Except as may be otherwise required by statute or the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors of the Company or any committee thereof may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the number of Directors or committee members then serving in office that would be required to take such action, and the writing or writings are filed with the minutes of the Board of Directors or the committee.

Section 5. *Committees*.

a.) Executive Committee. The Board of Directors may, by affirmative action of a majority of all of the Directors then in office, establish an Executive Committee consisting of one (1) or more Directors. Such Committee may meet at stated times or on notice by any committee member to all other members. The Executive Committee, to the extent determined by such action of the Board, shall have and exercise the authority of the Board and the management of the business of the Company. Any such Executive Committee shall act only in the interval between meetings of the Board and shall be subject at all times to the control and direction of the Board.

b.) Other Committees. The Board of Directors may establish, by affirmative action of a majority of the Directors present, other committees from time to time, making such regulations as it deems advisable with respect to the membership, authority, and procedures of such committees.

c.) Committee Vacancies. In the event of the absence or disqualification of a committee member (whether by resignation, removal, or other infirmity), the member or members present at any meeting of such committee and not disqualified from voting, whether or not constituting a quorum thereof, may unanimously appoint another member of the Board of Directors to replace the absent or disqualified member. Alternatively, the Board of Directors itself, voting as provided in these Bylaws, may replace the absent or disqualified member.

d.) Limitations on Authority it No committees of the Company shall have authority as to any of the following matters:

- (1) Amending the Certificate of Incorporation; except that to the extent authorized in a resolution or resolutions providing for the issuance of shares adopted by the Board of Directors as provided by the Delaware General Corporation Law, a committee may fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Company, or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Company;
- (2) Adopting an agreement of merger or consolidation;
- (3) Recommending to the shareholders a sale, lease, or exchange of all or substantially all of the Company's property and assets;
- (4) Recommending to the shareholders a dissolution of the Company or the revocation of a dissolution;
- (5) Amending these Bylaws; or
- (6) Declaring a dividend, authorizing the issuance of stock, or adopting a Certificate of Ownership and Merger pursuant to law; except that a committee may exercise such authority to the extent authorized in a resolution or resolutions adopted by the Board of Directors.

e.) Minutes of Committee Meetings. The committees shall keep regular minutes of their proceedings and report the same to the Board when required.

Section 6. Telephone Conference Meetings. Any Director or any member of a duly constituted committee of the Board of Directors may participate in any meeting of the Board of Directors or of any duly constituted committee thereof by means of a conference telephone or other comparable communication technique whereby all persons participating in such a meeting can hear and communicate with each other. For the purpose of establishing a quorum and taking any action at such a meeting, the members participating in such a meeting pursuant to this Article III, Section 6 shall be deemed present in person at such meeting.

Section 7. Compensation. Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors. Directors who are not also salaried officers may be paid a fixed sum for attendance at each meeting of the Board of Directors. Nothing herein contained shall preclude any Director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 8. Limitation of Directors' Liabilities. A member of the Board of Directors or a member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Company by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Company. Nothing in this Article III, Section 8 shall expand the liability of, or limit the indemnification available to, any person pursuant to the Company's Certificate of Incorporation or under applicable law.

Section 9. Resignation and Removal. Any Director may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of the Secretary's receipt of such notice or at such later date as specified therein. Except as otherwise provided by law, the entire Board of Directors or any individual Director may be removed from office with or without cause by a vote of the shareholders holding a majority of the shares then entitled to vote at an election of the Directors. A director shall automatically be removed from office without the need or any formal action on the part of the Company's Directors or Shareholders in the event that such Director becomes disqualified from office pursuant to Article III, Section 2, above.

Section 10. Chair of the Board of Directors. If the Board shall appoint a Chair of the Board of Directors, such Chair shall preside at all meetings of the Board of Directors and of the shareholders and shall perform such other duties as he may be directed to perform by the Board of Directors.

ARTICLE IV OFFICERS

Section 1. *Selection and Qualification.*

a.) Election; Qualifications. The officers of the Company will be chosen by the Board of Directors and include a Chief Executive Officer, a Chief Financial Officer, a Secretary and such other officers or agents as it deems necessary, none of whom need be members of the Board of Directors. Any of the offices or functions of those offices may be held or exercised by the same person. The Company's Chief Financial Officer shall be its Treasurer and the Company's Chief Executive Officer shall be its President.

b.) Additional Officers. The Board of Directors may choose additional Vice Presidents, Assistant Secretaries, and Assistant Chief Financial Officers and such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 2. *Salaries.* The salaries of all officers of the Company shall be fixed by the Board of Directors or by the Chief Executive Officer if authorized by the Board of Directors.

Section 3. *Term of Office.* The officers of the Company shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the affirmative vote of a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Chief Executive Officer or the Secretary of the Company. Any vacancy occurring in any office of the Company by death, resignation, removal, or otherwise shall be filled by the Board of Directors. However, in the event that there should be no duly elected and qualified Directors remaining in office, then the shareholders shall elect a new Director or new Directors to fill such vacancy or vacancies.

Section 4. *Chief Executive Officer.* The Chief Executive Officer shall have general supervision over the affairs of the Company and over the other officers. Unless the Board has appointed a Chair of the Board of Directors, the Chief Executive Officer shall preside at all meetings of the Board of Directors and of the shareholders. The Chief Executive Officer shall, subject to approval of or review by the Board of Directors, appoint and discharge employees and agents of the Company and fix their compensation and make and sign contracts and agreements in the name and on behalf of the Company. The Chief Executive Officer shall put into operation such business policies of the Company as shall be decided upon by the Board of Directors.

Section 5. *Chief Financial Officer.*

a.) Custody of Funds and Accounting. The Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Directors.

b.) Disbursements and Reports. The Chief Financial Officer shall disburse the funds of the Company as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors at the regular meetings of the Board, or when the Board of Directors so requires, an account of all his transactions as Chief Financial Officer and of the financial condition of the Company.

c.) Bond. If required by the Board of Directors, the Chief Financial Officer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration, upon the expiration of his term of office or his resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

Section 6. *Vice Presidents.* The Vice President, if any, or if there be more than one, the Vice Presidents in the order determined by the Board of Directors, will, in the absence or disability of the Chief Executive Officer, perform the duties and exercise the powers of the Chief Executive Officer and will perform such other duties and have such other powers as are delegated to them by the Chief Executive Officer or as the Board of Directors shall prescribe.

Section 7. *Secretary.* The Secretary shall attend all meetings of the shareholders and of the Board of Directors and shall record all the proceedings of the meetings of the shareholders and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required, and shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer, under whose supervision he shall be.

Section 8. *Assistant Secretaries.* The Assistant Secretary, if any, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, will, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and will perform such other duties and have such other powers as are delegated to them by the Chief Executive Officer or as the Board of Directors shall prescribe.

ARTICLE V

CERTIFICATES OF STOCK

Section 1. *Issuance of Shares and Fractional Shares.* The Board of Directors is authorized to issue shares and fractional shares of stock of the Company up to the full amount authorized by the Certificate of Incorporation in such amounts as may be determined by the Board of Directors and as permitted by law. No shares shall be allotted except in consideration of cash, services rendered, personal or real property, leases of real property, or a combination thereof received or to be received by the Company, or an amount transferred from surplus to stated capital upon a share dividend. At the time of each such allotment of shares, the Board of Directors shall state by resolution its determination of the fair market value to the Company in monetary terms of any consideration other than cash for which shares are allotted. The amount of consideration to be received in cash or otherwise shall not be less than the par value of the shares so allotted nor less than the stated capital to be represented by shares without par value so allotted.

Section 2. *Form of Certificate.* Every shareholder shall be entitled to have a certificate, signed by the Chair of the Board of Directors, the Chief Executive Officer, or a Vice President, and the Chief Financial Officer or an Assistant Chief Financial Officer, or the Secretary or an Assistant Secretary of the Company, certifying the number of shares of capital stock owned by him in the Company. If the Company shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences, and relative, participating, optional, or other special rights of the various classes of stock or series thereof, and the qualifications, limitations, or restrictions of such preferences and/or rights shall be set forth in full on the face or back of the certificate which the Company shall issue to represent such stock, or, in lieu thereof, such certificate shall contain a statement that the Company will furnish without charge to each shareholder who so requests the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and/or rights. Certificates representing the shares of the capital stock of the Company shall be in such form not inconsistent with law or the Certificate of Incorporation or these Bylaws as shall be determined by the Board of Directors.

Section 3. *Facsimile.* Whenever any certificate is countersigned or otherwise authenticated by a transfer agent, transfer clerk, or registrar, then a facsimile of the signatures of the officers or agents of the Company may be printed or lithographed upon such certificate in lieu of the actual signatures. In case any officer or officers who shall have signed, or whose facsimile signature shall have been used on, any such certificate or certificates shall cease to be such officer or officers of the Company, whether because of death, resignation, or otherwise, before such certificate or certificates shall have been delivered by the Company, such certificate or certificates may nevertheless be adopted by the Company and be signed and delivered as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be the officer or officers of the Company.

Section 4. *Lost, Stolen, or Destroyed Certificates.* The Board of Directors may direct a new certificate or new certificates to be issued in place of a certificate or certificates previously issued by the Company alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or new certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it

shall require and/or give the Company a bond in such sum as it may direct as indemnity against any claim that may be made against the Company with respect to the certificate or certificates alleged to have been lost, stolen, or destroyed.

Section 5. *Transfer of Stock.* Upon surrender to the Company or any transfer agent of the Company of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Company to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books; except that the Board of Directors may, by resolution duly adopted, establish conditions upon the transfer of shares of stock to be issued by the Company, and the purchasers of such shares shall be deemed to have accepted such conditions on transfer upon the receipt of the certificate representing such shares, provided that the restrictions shall be referred to on the certificates or the purchaser shall have otherwise been notified thereof.

Section 6. *Closing of Transfer Books; Record Date.* The Board of Directors may close the stock transfer books of the company for a period not exceeding sixty (60) days preceding the date of any meeting of shareholders as provided in Article II, Section 12 hereof or the date for payment of any dividend as provided in Article VI, Section 2 hereof or the date for the allotment of rights or the date when any change or conversion or exchange of capital stock shall go into effect. In lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding sixty (60) days preceding the date for payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, as a record date for the determination of the shareholders entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion, or exchange of capital stock, and in such case such shareholders and only such shareholders shall be shareholders of record on the date so fixed and shall be entitled to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any such record date fixed as aforesaid. If the Board of Directors fails to fix such a record date, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 7. *Registered Shareholders.* The Company shall be entitled to recognize the exclusive right of the persons registered on its books as the owners of shares to receive dividends and to vote as such owners and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

Section 8. *Stock Options and Agreements.* In addition to any stock options, plans, or agreements into which the Company may enter, any shareholder of this Company may enter into an agreement giving to any other shareholder or shareholders or any third party an option to purchase any of his stock in the Company, and such shares of stock shall thereupon be subject to such agreement and transferable only upon proof of compliance therewith; provided, however, that reference to such agreement shall be noted conspicuously upon the certificates representing said shares of stock.

ARTICLE VI

DIVIDENDS

Section 1. *Method of Payment.* Dividends upon the capital stock of the Company may be declared by the Board of Directors at any regular or special meeting pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. *Closing of Books; Record Date.* The Board of Directors may fix a date not exceeding sixty (60) days preceding the date fixed for the payment of any dividend as the record date for the determination of the shareholders entitled to receive payment of the dividend and, in such case, only shareholders of record on the date so fixed shall be entitled to receive payment of such dividend notwithstanding any transfer of shares on the books of the Company after the record date. The Board of Directors may close the books of the Company against the transfer of shares during the whole or any part of such period. If the Board of Directors fails to fix such a record date, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution declaring such dividend.

Section 3. *Reserves.* Before payment of any dividend, there may be set aside out of the funds of the Company available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves for meeting contingencies, or for equalizing dividends, or for repairing or maintaining

any property of the Company, or for such other purpose as the Board shall think conducive to the interest of the Company, and the Board may modify or abolish any such reserve in the manner in which it was created.

ARTICLE VII

CHECKS

Checks. All checks or demands for money or notes of the Company shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII

CORPORATE SEAL

Corporate Seal. The Company shall have no corporate seal.

ARTICLE IX

FISCAL YEAR

Fiscal Year. The fiscal year of the Company shall be fixed by resolution of the Board of Directors.

ARTICLE X

AMENDMENTS

Amendments. These Bylaws may be amended or repealed at any regular meeting of the shareholders or any special meeting of the shareholders if notice of such amendment or repeal shall be contained in the notice of such special meeting. These Bylaws may be amended or repealed by action of the Board of Directors at any regular or special meeting; provided that any such action shall be subject to the power of the shareholders of the Company to amend or repeal such Bylaws.

ARTICLE XI

BOOKS AND RECORDS

Section 1. List of Shareholders Entitled to Vote. The Secretary of the Company shall prepare and make, at least ten (10) days prior to every meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each shareholder and the number of shares registered to him. The list shall be open to the examination of any shareholder, for any purpose germane to the meeting and during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 2. Computerized Records. Any records maintained by the Company in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible written form within a reasonable time. The Company shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 3. Examination and Copying of Books and Records. Any shareholder of the Company, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the Company's usual business hours to inspect for any proper purpose the Company's share register, a list of its shareholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a shareholder. In every instance where an attorney or other agent shall be the person who seeks the right of inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the shareholder. The demand under oath shall be directed to the Company's Chief Executive Officer or Secretary at the Company's

registered office or its principal place of business. Any Director shall have the right to examine the Company's share register, a list of its shareholders, and its other books and records for a purpose reasonably related to his position as a Director.

ARTICLE XII

LOANS AND ADVANCES

Section 1. *Loans, Guarantees, and Suretyship.* The Company may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Company or of any subsidiary, including any officer or employee who is a Director of the Company or of any subsidiary, whenever, in the judgment of the Board of Directors, such loan, guaranty, or other assistance may reasonably be expected to benefit the Company. The loan, guaranty, or other assistance may be with or without interest, and may be unsecured, or secured in such a manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the Company.

Section 2. *Advances to Officers, Directors, and Employees.* The Company may, without a vote of the Directors, advance money to its Directors, officers, or employees to cover expenses that can reasonably be anticipated to be incurred by them in the performance of their duties and for which they would be entitled to reimbursement in the absence of an advance.

ARTICLE XIII

INDEMNIFICATION

Indemnification. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, wherever brought, whether civil, criminal, administrative, or investigative (including an action by or in the right of the Company), by reason of such person's being or having been a Director, officer, member of a committee, employee, or agent of the Company, or by reason of such person's serving or having served at the request of the Company as a Director, officer, member of a committee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding to the fullest extent allowable pursuant to and in accordance with the provisions of the Delaware General Corporation Law, as amended from time to time; provided, however, that in the event said Law shall be amended to increase or expand the permitted indemnification of persons provided for therein, the Company shall be deemed to have adopted such amendment as of its effective date and, provided further, that such indemnification shall be limited by other applicable law.

ARTICLE XIV

DEFINITIONS AND USAGE

Singular, Plural; Masculine, Feminine, and Neuter. Whenever the context of these Bylaws requires, the plural shall be read to include the singular, and vice versa; and words of the masculine gender shall refer to the feminine gender, and vice versa; and words of the neuter gender shall refer to any gender.



Anthony Raynor, President and CEO