

SUPPLEMENTAL INFORMATION AND DISCLOSURE STATEMENT

METAVESCO, INC.

A Nevada Corporation

SIC - 6199

Trading Symbol: MVCO

OTC Pink Supplemental Disclosure

- **Completion of an acquisition or disposition of assets, including but not limited to merger transactions**
- **Unregistered sales of equity securities**

Epic Labor Corporation Asset Purchase Agreement

On September 27, 2024, the Board of Directors and Shareholders of Metavesco, Inc., a Nevada corporation (the “Company”) found it in the best interest of the Corporation and its shareholders to enter the following acquisition transaction and share grants.

On September 27, 2024, an Asset Purchase Agreement (the “Agreement”), was entered into between Epic Labor, Inc, d/b/a laborSMART, a Georgia corporation (“Seller”), and the Company and Epic Labor, Inc., a Wyoming corporation and wholly owned subsidiary of the Company (“Buyers”). According to the Agreement, Seller is engaged in the business of providing temporary employees to customers, in the markets of Nashville and Knoxville, Tennessee, and currently physically conducting business at the following locations : 571 Murfreesboro Pike, Nashville, TN 37210 and 3106 N Broadway, Knoxville, TN 37917 (the “Business”).

The Seller is to assign to Buyers, and Buyers are to purchase and assume from Seller, certain assets, and certain specified liabilities, of the Business, subject to terms of the Agreement.

At the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyers free and clear of any Encumbrances, and Buyers shall purchase from Seller, all of Seller's right, title, and interest in, to, and under the following assets (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "*Purchased Assets*"), including the following:

- (a) all Contracts with temporary and permanent employees (including, without limitation, all employment and restrictive covenant agreements) and customers of the Business

(collectively, the “*Assigned Contracts*”) excluding certain contracts listed in the Agreement;

- (b) all furniture, fixtures, equipment, office equipment, supplies, computers, telephones, and other tangible personal property of the Business (the “*Tangible Personal Property*”);
- (c) all books and records, including customer lists, customer purchasing histories, price lists, employee applications, pay rates and bill rates, books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, “*Governmental Authority*”), sales material and records, strategic plans and marketing, and promotional surveys, material, and research (collectively, “*Books and Records*”).

Consideration and the Closing

According to the Agreement, in exchange for the above Purchased Assets, the Company shall pay \$88,800 in addition to certain Assumed Liabilities of the Business. The Buyers shall pay the Purchase Price via wire transfer to an account designated by Seller in twelve equal monthly amounts of \$7,400 beginning on September 30, 2024.

Subject to the terms and conditions of the Agreement, the consummation of the transactions contemplated by the Agreement took place at a closing (the “*Closing*”) managed by the electronic exchange of documents and signatures, held on September 27, 2024.

Addendum to Factoring and Security Agreement with Millennium Funding as “Purchaser” and Epic Labor, Inc. as “Seller”

Contemporaneously with the entry into the aforementioned Agreement, on September 26, 2024, the Company entered into an Addendum to Factoring and Security Agreement (the “*Factoring Addendum*”), whereby On or about May 10, 2019, Millennium Funding as “*Purchaser*” and Epic Labor, Inc. as “*Seller*” entered into their original Factoring and Security Agreement. On or about January 31, 2022, the original Factoring and Security Agreement was assigned to Encore Funding II, LLC.

According to the terms of the Factoring Addendum, the parties to now agree to amend the original Factoring and Security Agreement by adding i) Epic Labor, Inc., a Wyoming corporation and ii) Metavesco, Inc., a Nevada corporation to the definition of “*Seller*”. According to the Factoring Addendum, the remaining provisions of the parties’ original Factoring and Security Agreement and subsequent addenda shall remain in full force and effect.

Equity Grants

In connection with the above Transactions and the closing thereof, on September 27, 2024, the Board also deemed it advisable to and generally in the best interests of the Corporation and the shareholders of the Corporation issue a total of 540,000 shares of common stock, par value \$0.0001 per share, of the Corporation (the “Common Stock”), to certain persons. Accordingly, the shares were issued on September 27, 2024, are fully paid for, validly issued, fully vested and non-assessable as of the grant date.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

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

ISSUER CERTIFICATION

Principal Executive Officer:

I, Mr. Ryan Schadel certify that:

1. I have reviewed this supplemental disclosure statement of Metavesco, Inc.
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: October 2, 2024

Signature: /s/ Ryan Schadel

Name: Ryan Schadel

Title: CEO, Director