

G35172

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

FILED
OCT 29 PM 3:39
TALLAHASSEE, FLORIDA

Account Number FCA000000017

Reference:
(Sub Account)

Date: 10/29/99.

Requestor Name: Carlton Fields

Address: Post Office Box 190
Tallahassee, Florida 32302

700003028887--5

Telephone: (850) 224-1585

Contact Name: Joan Perrenot (x243)

Corporation Name: Environmental Resources Management -
South Inc. INTO

Environmental Resources Management - Southeast,
Inc.

Entity Number (if applicable): G35172

Authorization: Ailsa Ancheta

✓ **MERGER**

☒ Certified Copy (1-9)

☐ UCC'S

☐ Certificate of Status

☐ New Filings

☐ Plain Stamped Copy

☐ Annual Report

☐ Fictitious Name

☐ Amendments

☐ Registration

() Call When Ready

(X) Call if Problem

() After 4:30

(X) Walk In

() Will Wait

() Pick Up

() Mail Out

CF Internal Use Only

Client: 28201 Matter: 78245

TA1#501656.01

10/29/99

RECEIVED
OCT 29 AM 10:47
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

ENVIRONMENTAL RESOURCES MANAGEMENT-SOUTH, INC., a Florida
corp. G35172

INTO

ENVIRONMENTAL RESOURCES MANAGEMENT-SOUTHEAST, INC.. a
Tennessee corporation not qualified in Florida

File date: October 29, 1999

Corporate Specialist: Annette Ramsey

Account number: FCA000000017

Account charged: 78.75

**ARTICLES OF MERGER
ENVIRONMENTAL RESOURCES MANAGEMENT-SOUTH, INC. INTO
ENVIRONMENTAL RESOURCES MANAGEMENT-SOUTHEAST, INC.**

99 OCT 29 PM 3:36
FILED
TALBOT COUNTY, FLORIDA

ARTICLE I

Names of Constituant and Surviving Corporations

The names and states of incorporation of the corporations which are parties to the merger are:

<u>Name</u>	<u>State of Incorporation</u>
Environmental Resources Management-South, Inc.	Florida
Environmental Resources Management-Southeast, Inc. shall be the surviving corporation	Tennessee

ARTICLE II

Plan of Merger

The Plan of Merger is attached hereto as Exhibit A.

ARTICLE III

Date of Adoption

The Plan of Merger was unanimously approved by the Shareholders of each corporation.

The date of adoption of the Plan of Merger by the shareholders of each corporation is:

<u>Name</u>	<u>Date of Adoption</u>
Environmental Resources Management-South, Inc.	15 October 1999
Environmental Resources Management-Southeast, Inc.	15 October 1999

ARTICLE IV

Date Effective

The merger shall be effective on the date of filing by the Department of State of the State of Florida.

The Plan of Merger and performance of the terms were duly authorized by all action required by the laws under which each of said corporations were organized and by each of said corporations' charters.

Dated this 20th day of October 1999.

**ENVIRONMENTAL RESOURCES
MANAGEMENT-SOUTH, INC.**

By: _____

John E. Deal, Jr., President

**ENVIRONMENTAL RESOURCES
MANAGEMENT-SOUTHEAST, INC.**

By: _____

John E. Deal, Jr., President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made effective 31 October 1999, by and among Environmental Resources Management-Southeast, Inc., a Tennessee corporation ("ERM-Southeast"), Environmental Resources Management-South, Inc., a Florida corporation ("ERM-South"), ERM-Delaware, Inc., a Delaware corporation ("ERM-Delaware"), and ERM-North America, Inc., a Pennsylvania corporation ("ERM-NA"), (ERM-Delaware and ERM-NA, sometimes hereinafter are referred to individually as a "Shareholder" and collectively as the "Shareholders").

WHEREAS, ERM-Southeast is a corporation duly organized and existing under the laws of the State of Tennessee with authorized capital stock consisting of twenty thousand (20,000) shares of Class A common stock, without par value per share (individually, an "ERM-Southeast Class A Share" and collectively, the "ERM-Southeast Class A Shares"), of which one thousand five hundred five (1,505) shares are issued and outstanding on the date hereof and eighty thousand (80,000) shares of Class B common stock, without par value per share, (individually, an "ERM-Southeast Class B Share" and collectively, the "ERM-Southeast Class B Shares"), of which six thousand twenty (6,020) shares are issued and outstanding on the date hereof;

WHEREAS, ERM-South is a corporation duly organized and existing under the laws of the State of Florida with authorized capital consisting of two thousand (2,000) shares of Class A common stock, par value \$1.00 per share (individually, an "ERM-South Class A Share" and collectively, the "ERM-South Class A Shares"), of which four hundred sixty-eight (468) shares are issued and outstanding on the date hereof and eight thousand (8,000) shares of Class B common stock, par value \$1.00 per share (individually, an "ERM-South Class B Share" and collectively, the "ERM-South Class B Shares"), of which one thousand eight hundred seventy-two (1,872) shares are issued and outstanding on the date hereof;

WHEREAS, the Board of Directors and the shareholders of ERM-Southeast deem it advisable and in the best interests of ERM-Southeast and its shareholders that ERM-South be merged with and into ERM-Southeast (the "Merger") as provided herein and in accordance with the Tennessee General Business Corporation Act (the "TGCA");

WHEREAS, the Board of Directors of ERM-South and the Shareholders deem it advisable and in the best interests of ERM-South and the Shareholders that ERM-South be merged into ERM-Southeast as provided herein and in accordance with the Florida Business Corporations Act (the "FBCA");

WHEREAS, the Board of Directors and the shareholders of ERM-Southeast have adopted resolutions approving the Merger and this Agreement, and the Board of Directors and the shareholders of ERM-South have adopted resolutions approving the Merger and this Agreement;

WHEREAS, the Shareholders own all of the issued and outstanding shares of the capital stock of ERM-South, the number of such shares owned by each Shareholder being set forth on Schedule 1; and

WHEREAS, it is intended that, for federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto, intending to be legally bound, for good and valid consideration, receipt of which is hereby acknowledged, agree as follows:

1. The Merger.

(a) The Merger. At the Effective Time of the Merger (as hereinafter defined), ERM-South shall be merged with and into ERM-Southeast upon the terms and conditions hereinafter set forth as permitted by and in accordance with the applicable provisions of the TGCA and the FBCA. Thereupon, the separate existence of ERM-South shall cease and ERM-Southeast, as the surviving corporation, shall continue to exist under and be governed by the TGCA. The Merger shall have the effects set forth in Section 48-21-104 of the TGCA.

Subject to the terms and conditions hereof, ERM-Southeast and ERM-South (collectively, the "Constituent Corporations") agree that they shall cause their respective proper officers to make and execute all certificates and documents required by the TGCA, the FBCA and the laws of any other state in which one of the Constituent Corporations is qualified to do business to effect the Merger and to cause the same to be filed, in the manner provided under applicable law, and to do all things, whether within or without the State of Tennessee and the State of Florida, which may be necessary to effect the Merger. In particular, subject to the terms and conditions hereof, ERM-Southeast and ERM-South shall exercise their best effort to cause Articles of Merger relating to the Merger to be filed with the Secretary of State of the State of Tennessee and the Secretary of State of the State of Florida on the date hereof. The Merger shall become effective at the time when Articles of Merger relating to the Merger are first duly filed with both the Secretary of State of the State of Tennessee and the Department of State of the State of Florida (the "Effective Time of the Merger").

(b) Articles of Incorporation. The Articles of Incorporation of ERM-Southeast, in effect immediately prior to the Effective Time of Merger, shall be the Articles of Incorporation of ERM-Southeast from and after the Effective Time of the Merger, until the same may be amended pursuant to the TGCA and such Articles of Incorporation.

(c) By-Laws. The By-Laws of ERM-Southeast, in effect immediately prior to the Effective Time of Merger, shall be the By-Laws of ERM-Southeast from and after the Effective Time of the Merger, until the same may be amended pursuant to the TGCA and such By-Laws.

(d) Board of Directors. From and after the Effective Time of Merger, the members of the Board of Directors of ERM-Southeast shall be the members of the Board of Directors of ERM-Southeast immediately prior to the Effective Time of Merger, each to serve until the expiration of the term for which such director was elected or until his or her successor is elected or appointed and qualified or until his or her earlier death, resignation or removal.

(e) Officers. From and after the Effective Time of Merger, the officers of ERM-Southeast shall be the officers of ERM-Southeast immediately prior to the Effective Time of Merger, each to

serve until the expiration of the term for which such officer was elected or until his or her successor is elected or appointed and qualified or until his or her earlier death, resignation or removal.

(f) Conversion of Securities. At the Effective Time of Merger each ERM-South Class A Share issued and outstanding immediately prior to the Effective Time of the Merger shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into .4913 ERM-Southeast Class A Shares. At the Effective Time of Merger each ERM-South Class B Share issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into .4439 ERM-Southeast Class B Shares. All ERM-Southeast Class A Shares and ERM-Southeast Class B Shares issued and outstanding immediately prior to the Effective Time of Merger shall remain issued and outstanding and shall not be affected by the Merger.

(g) Exchange of Shares. At the Effective Time of the Merger, each Shareholder will surrender, subject to the terms and conditions herein set forth, to ERM-Southeast, stock certificate(s) representing any and all of the Shareholder's ERM-South Class A Shares and ERM-South Class B Shares. (The certificates representing such ERM-South Shares Class A Shares and ERM-South Class B Shares are hereinafter referred to individually as a "Certificate" and collectively as the "Certificates"). Upon receipt of the Certificates, ERM-South shall deliver to the Shareholders share certificates representing the numbers of ERM-Southeast Class A Shares and ERM-Southeast Class B Shares, which are set forth on Schedule 1 opposite the Shareholder's names (such shares are referred to collectively as the "ERM-Southeast Consideration Shares"). The number of ERM-Southeast Consideration Shares issued to ERM-Delaware hereunder has been reduced by the number of ERM-Southeast Consideration Shares that, in the aggregate, have a value, as agreed upon by the parties hereto, of Sixty-Three Thousand Seven Hundred Twelve Dollars and Fifty-Five Cents (\$63,712.55) in consideration for ERM-South's and ERM-Southeast's agreement to forgive the sum of Sixty-Three Thousand Seven Hundred Twelve Dollars and Fifty-Five Cents (\$63,712.55) which otherwise is owed by ERM-Delaware to ERM-South pursuant to a Stock Repurchase Agreement, dated 15 October 1999, among ERM-Delaware, ERM-South, Paul Gruber and others.

(h) Other Simultaneous Transactions. The parties hereto shall effect in a timely fashion the transactions contemplated hereby that are intended to ensure that the assets owned directly or indirectly by ERM-South immediately prior to the Effective Time of the Merger shall be owned directly or indirectly by ERM-Southeast effective as of the Effective Time of the Merger and that there is an orderly transition of the management and facilities of ERM-South to ERM-Southeast.

2. Representations, Warranties and Agreements of the Shareholders. As material inducement to ERM-Southeast to enter into this Agreement and carry out the transactions contemplated hereby, the Shareholders, jointly and severally, hereby make the following representations, warranties and agreements to and with ERM-Southeast:

(a) Corporate Status; Outstanding Stock. ERM-South is a corporation duly organized and validly existing in good standing under the laws of the State of Florida, has the power and authority to own its properties and to carry on its business as it is now being conducted. ERM-South has a authorized capital stock consisting of two thousand (2,000) ERM-South Class A Shares, of which four hundred sixty-eight (468) shares are issued and outstanding on the date hereof, and eight thousand (8,000) ERM-South Class B Shares, of which one thousand eight hundred seventy-two (1,872) shares are issued and outstanding on the date hereof. All of such outstanding shares are validly issued, fully paid and non-assessable. To the knowledge of the Shareholders, after

reasonable inquiry, there are no options, warrants, rights, shareholder agreements, convertible debt instruments or other instruments or agreements outstanding giving any person the right to acquire any shares of capital stock of ERM-South, nor are there any binding commitments to issue or execute any such option, warrants, rights, instruments or agreements. To the knowledge of the Shareholders, after reasonable inquiry, the minute books and stock records of ERM-South are complete and accurate, and all signatures included therein are the genuine signatures of the persons whose signatures are required. True, correct and complete copies of ERM-South's Articles of Incorporation and ERM-South's By-Laws have been provided to ERM-Southeast.

(b) Authorization of Agreement. Each of ERM-South, ERM-Delaware, and ERM-NA (collectively, the "ERM-South Parties") has the requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document or instrument or certificate contemplated by this Agreement or to be executed by it in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "ERM-South Documents"), and to consummate the transactions contemplated hereby and thereby. This Agreement and each of the ERM-South Documents have been duly and validly executed and delivered by the appropriate ERM-South Party, and (assuming the due authorization, execution and delivery by ERM-Southeast) this Agreement and each of the ERM-South Documents constitute the legal, valid and binding obligations of each ERM-South Party, enforceable against such person in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) Ownership of Capital Stock of ERM-South. Each Shareholder owns the number of ERM-South Class A Shares and ERM-South Class B Shares set forth opposite the Shareholder's name on Schedule 1. Except for the restrictions set forth in certain agreements among the Shareholders, which agreements will be terminated or waived at or before the Effective Time of Merger, the Shareholder has good, marketable and unencumbered title to such shares, free and clear of all liens and rights of others. At the Effective Time of Merger, there will be no restrictions on the Shareholder's right to deliver certificate(s) representing such shares to ERM-Southeast pursuant to this Agreement.

(d) Agreement Not in Breach of Other Instruments Affecting a Shareholder. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof by each Shareholder will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, any agreement or other instrument by which the Shareholder is bound, instrument, any judgment, decree, order, or award of any court, governmental body, or arbitrator, or any applicable law, rule or regulation by which the Shareholder is bound.

(e) No Right to Distributions With Respect to Shares. Each Shareholder confirms and acknowledges that he is not entitled to any unpaid dividends or other distribution of any kind with respect to any of the capital stock of ERM-South.

3. **Representations Warranties and Agreements of ERM-Southeast.** As material inducement to the Shareholders to enter into this Agreement and carry out the transactions contemplated hereby, ERM-Southeast makes the following representations, warranties and agreements to and with the Shareholders:

(a) **Corporate Status and Authority; Outstanding Stock.** ERM-Southeast is a corporation, duly organized, and validly existing in good standing under the laws of the State of Tennessee, and has the corporate power to merge ERM-South with and into ERM-Southeast pursuant to the terms hereof and issue the ERM-Southeast Consideration Shares to each Shareholder as indicated on Schedule 1 in connection with the Merger. The authorized capital stock of ERM-Southeast consists of twenty thousand (20,000) ERM-Southeast Class A Shares, of which one thousand five hundred five (1,505) shares are issued and outstanding on the date hereof, and eighty thousand (80,000) ERM-Southeast Class B Shares, of which six thousand twenty (6,020) shares are issued and outstanding on the date hereof. ERM-Southeast has a sufficient number of authorized but unissued ERM-Southeast Class A Shares and ERM-Southeast Class B Shares to be able to issue all of the ERM-Southeast Consideration Shares, which are to be issued in connection with the Merger.

(b) **Authorization of Agreement.** ERM-Southeast has all requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document or instrument or certificate contemplated by this Agreement or to be executed by ERM-Southeast in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "ERM-Southeast Documents"), and to consummate the transactions contemplated hereby and thereby. This Agreement and each of the ERM-Southeast Documents have been duly and validly executed and delivered by ERM-Southeast, and (assuming the due authorization, execution and delivery by the ERM-South Parties) this Agreement and each of the ERM-Southeast Documents constitute the legal, valid and binding obligations of ERM-Southeast, enforceable against such person in accordance with their respective terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) **Ownership of Capital Stock of ERM-Southeast.** Each Shareholder owns the number of ERM-Southeast Class A Shares and ERM-Southeast Class B Shares set forth opposite the Shareholder's name on Schedule 1. Except for the restrictions set forth in certain agreements among the Shareholders, which agreements will be terminated or waived at or before the Effective Time of Merger, the Shareholder has good, marketable and unencumbered title to such shares, free and clear of all liens and rights of others. At the Effective Time of Merger, there will be no restrictions on the Shareholder's right to deliver certificate(s) representing such shares to ERM-Southeast pursuant to this Agreement.

(d) **Agreement Not in Breach of Other Instruments Affecting ERM-Southeast.** The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof by ERM-Southeast will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, any agreement or other instrument by which ERM-Southeast is bound, instrument, any judgment, decree, order, or

award of any court, governmental body, or arbitrator, or any applicable law, rule or regulation by which ERM-Southeast is bound.

4. Miscellaneous.

(a) Indulgences, Etc. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(b) Notices. Any notice, demand, election or communication required, permitted or desired to be given hereunder shall be given in person, by electronic facsimile (subject to a confirmation copy of such facsimile), by prepaid registered or certified mail, return receipt requested, or by commercial courier service via overnight delivery. Notices, demands, elections or communications shall be deemed received on the first to occur of the following: (i) when personally delivered; (ii) when sent via facsimile; (iii) two business days following the deposit thereof with the United States Mail; (iv) one business day following dispatch by overnight courier; or (v) when actually received when sent to the address of the party set forth below:

ERM-Southeast, Inc.
7106 Crossroads Blvd., Suite 228
Brentwood, TN 37027

ERM-South, Inc.
3913 Riga Blvd.
Tampa, FL 33619-1345

ERM-North America, Inc.
855 Springdale Drive
Exton, PA 19341-2859

ERM-Delaware, Inc.
3411 Silverside Road
Wilmington, DE 19810

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Paragraph 5(b) for the giving of notice.

(c) Preamble and Schedule. The Preamble to this Agreement and the Schedule attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

(d) Binding Nature of Agreement; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

(e) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

(f) Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a revision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the balance of this Agreement shall remain in full force and effect and be binding upon the parties hereto.

(g) Entire Agreement; Amendment. This Agreement and the documents delivered by the parties pursuant to the terms hereof contain the entire understanding among the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, signed by all of the parties hereto.

(h) Paragraph Headings. The paragraph headings in this Agreement are for convenience only and form no part of this Agreement and shall not affect its interpretation.

(i) Further Assurances. ERM-Southeast, ERM-South and the Shareholders agree to execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time, after the Effective Time of Merger and without payment of further consideration, in order to effectuate the transactions provided for herein. The parties hereto shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without limitation, the preparation of financial statements.

(j) Survival. Except as otherwise expressly provided herein, the rights and obligations of the parties to this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement and the Merger shall survive such termination, cancellation or expiration of this Agreement and the Merger.

(k) Terminology. The terms "Agreement," "this Agreement," "hereto," "hereof," "herein," "hereby," "hereunder," and similar expressions mean and refer to this Agreement. "Paragraph" or "Schedule" followed by a number and/or a letter means and refers to the specified Paragraph or Schedule of this Agreement.

(l) Execution. This Agreement may be executed in counterparts and each copy of this Agreement to which is attached counterpart signature pages containing the signatures of all of the parties hereto shall be deemed for all purposes to be an executed original of this Agreement. Any photocopy or facsimile of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

(m) Consent to Jurisdiction; Service of Process. Each party hereto hereby irrevocably submits to the jurisdiction of the state and federal court in and for Brentwood, Tennessee, solely over any suit, action or proceeding arising out of or relating to this Agreement. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it or he may now have or hereafter have to the laying of the venue of any such suit, action or

proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each party hereto agrees that, to the fullest extent permitted by applicable law, a final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon the party, and may be enforced in any courts of the jurisdiction of which the party is or may be subject by a suit upon such judgment, provided that service of process is effected upon the party in one of the manners specified in the immediately following paragraph or as otherwise permitted by applicable law.

Each party hereto hereby consents to process being served in any suit, action or proceeding of the nature referred to in the immediately preceding paragraph by the mailing of a copy thereof by registered or certified first-class mail, postage prepaid, return receipt requested, to the address of the party set forth herein. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, all claim of error by reason of any such service pursuant to the terms hereof (but does not waive any right to assert lack of subject matter jurisdiction) and agrees that such service (i) shall be deemed in every respect effective service of process upon such party in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to such party.

Nothing in this Paragraph 5(m) shall affect the right of a party to serve process in any manner permitted by law.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement in Nashville, Tennessee on the date first above written.

Environmental Resources
Management-Southeast, Inc.

By: _____

John E. Deal, Jr., President

Environmental Resources
Management-South, Inc.

By: _____

John E. Deal, Jr., President

ERM-Delaware, Inc.

By: _____

Edward C. McKeever, Treasurer

ERM-North America, Inc.

By: _____

Edward C. McKeever, Treasurer

proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each party hereto agrees that, to the fullest extent permitted by applicable law, a final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon the party, and may be enforced in any courts of the jurisdiction of which the party is or may be subject by a suit upon such judgment, provided that service of process is effected upon the party in one of the manners specified in the immediately following paragraph or as otherwise permitted by applicable law.

Each party hereto hereby consents to process being served in any suit, action or proceeding of the nature referred to in the immediately preceding paragraph by the mailing of a copy thereof by registered or certified first-class mail, postage prepaid, return receipt requested, to the address of the party set forth herein. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, all claim of error by reason of any such service pursuant to the terms hereof (but does not waive any right to assert lack of subject matter jurisdiction) and agrees that such service (i) shall be deemed in every respect effective service of process upon such party in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to such party.

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Environmental Resources
Management-Southeast, Inc.

Environmental Resources
Management-South, Inc.

By: _____
John E. Deal, Jr., President

By: _____
John E. Deal, Jr., President

ERM-Delaware, Inc.

ERM-North America, Inc.

By: 
Edward C. McKeever, Treasurer

By: 
Edward C. McKeever, Treasurer

SCHEDULE 1

SHAREHOLDER	ERM-SOUTH CLASS A SHARES	ERM-SOUTH CLASS B SHARES	ERM-SOUTHEAST CLASS A SHARES	ERM-SOUTHEAST CLASS B SHARES
ERM-Delaware, Inc.	468.00	1,764.00	217.75*	817.84*
ERM-North America, Inc.	-----	108.00	-----	53.16

* Shares reflect offset for forgiveness of amount otherwise owed. See Subparagraph 1(g).