

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
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L49051

(1)

A.m. Brown, Inc. +
V.O.C. Analytical Laboratories,
Inc

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-02/04/98-01005-014
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- ___ Art of Inc. File
- ___ LTD Partnership File
- ___ Foreign Corp. File
- ___ L.C. File
- ___ Fictitious Name File
- ___ Trade/Service Mark
- ✓ Merger File 700002420877-2
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****122.00 ****122.00
- ___ Art. of Amend. File
- ___ RA Resignation
- ___ Dissolution / Withdrawal
- ___ Annual Report / Reinstatement
- ✓ Cert. Copy
- ___ Photo Copy
- ___ Certificate of Good Standing
- ___ Certificate of Status
- ___ Certificate of Fictitious Name
- ___ Corp Record Search
- ___ Officer Search
- ___ Fictitious Search
- ___ Fictitious Owner Search 214
- ___ Vehicle Search
- ___ Driving Record
- ___ UCC 1 or 3 File
- ___ UCC 11 Search
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DIVISION OF CORPORATION

File first

Signature _____

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Name _____ Date _____ Time _____

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Jon Mager
C.C.

ARTICLES OF MERGER
Merger Sheet

MERGING:

A.M. BROWN, INC., a Delaware corporation, not qualified in Florida.

INTO

V.O.C. ANALYTICAL LABORATORIES, INC., a Florida corporation, L49051

File date: February 4, 1998

Corporate Specialist: Joy Moon-French

**ARTICLES OF MERGER
BETWEEN A.M. BROWN, INC. AND
V.O.C. ANALYTICAL LABORATORIES, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THESE ARTICLES OF MERGER are adopted this 3rd day of February, 1998, by
A.M. BROWN, INC., as the merging corporation (hereinafter "Merging Corporation") and
V.O.C. ANALYTICAL LABORATORIES, INC., as the surviving corporation
(hereinafter "Surviving Corporation").

ARTICLE I

PLAN OF MERGER

The Agreement and Plan of Merger (hereinafter "Plan of Merger") that merges the
Merging Corporation into the Surviving Corporation is annexed hereto as Exhibit "A".

ARTICLE II

EFFECTIVE DATE

The effective date of the merger of Merging Corporation into Surviving
Corporation shall be February 3, 1998.

ARTICLE III

SHAREHOLDER APPROVAL OF A.M. BROWN, INC.

The Plan of Merger was adopted and approved by the shareholders of the Merging
Corporation on February 3, 1998 as follows:

<u>Corporation Name</u>	<u>Total Number of Outstanding Shares</u>	<u>Number of Shares Owned Prior To the Merger</u>	<u>Number of Shares Approving the Merger</u>
A.M. Brown, Inc.	4,116,965	4,116,965	2,264,331

ARTICLE IV

BOARD OF DIRECTOR APPROVAL OF V.O.C. ANALYTICAL LABORATORIES, INC.

The articles of incorporation of V.O.C. Analytical Laboratories, Inc. will not differ from the articles before the merger, and the shareholders of V.O.C. Analytical Laboratories, Inc. whose shares were outstanding immediately prior to the effective date of the merger will hold the same number of shares, with identical designations, preferences, limitations, and relative rights, immediately after the merger. Therefore, no shareholder action is required. The Plan of Merger was adopted and approved by the Board of Directors of the Surviving Corporation on February 3, 1998 as follows:

Corporation <u>Name</u>	Total Number of <u>Board of Directors</u>	Number of Directors <u>Approving Merger</u>
V.O.C. Analytical Laboratories, Inc.	2	2

ARTICLE V

SERVICE OF PROCESS

It is agreed that, upon and after the issuance of a certificate of merger by the Secretary of State of the State of Delaware:

The Surviving Corporation may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Delaware which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Delaware against the Surviving Corporation, and

The Secretary of State of Delaware shall be and hereby is irrevocably appointed as the agent of the Surviving Corporation to accept service of process in any such proceedings, and

The Surviving Corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Delaware which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of Delaware's general corporation law with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF, the undersigned have executed these ARTICLES OF MERGER on the date set forth above, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Attest:

By: [Signature]
Name: Lily Krawetz
Title: _____

Surviving Corporation:
V.O.C. Analytical Laboratories, Inc.

By: [Signature]
Name: Lawrence J. Korn
Title: Director/President

By: [Signature]
Name: A. Policastro
Title: _____

By: [Signature]
Name: Alejandro Moreno
Title: Director/Chief Executive Officer

Attest:

By: [Signature]
Name: A. Policastro
Title: _____

Merging Corporation:
A.M. Brown, Inc.

By: [Signature]
Name: Alejandro Moreno
Title: Director/President

By: [Signature]
Name: Marta Moreno
Title: Computer

By: [Signature]
Name: Marta Moreno
Title: Director

voc\mergerarts.doc

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

V.O.C. ANALYTICAL LABORATORIES, INC.

AND

A.M. BROWN, INC.

Dated as of February 3, 1998

AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of Feb. 3, 1998 (this "Agreement"), by and among V.O.C. Analytical Laboratories, Inc., a Florida corporation ("V.O.C."), and A.M. Brown, Inc., a Delaware corporation ("A.M. Brown"). V.O.C. and A.M. Brown are sometimes collectively referred to as the "Merging Corporations".

WHEREAS, A.M. Brown, the Parent Company of V.O.C., owns 65.9% of the issued and outstanding common stock of V.O.C.; and

WHEREAS, in contemplation thereof, it is proposed that V.O.C. shall convert the V.O.C. Common Stock currently held by A.M. Brown (the "A.M. Brown Shares") to V.O.C. common stock to be held by the individual shareholders upon the surrender of the certificates of the A.M. Brown Shares; and

WHEREAS, it is intended that this transaction qualify as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, to complete such acquisition, the respective Boards of Directors of V.O.C. and A.M. Brown have approved the plan of the merger of A.M. Brown into V.O.C. (the "Merger"), pursuant to and subject to the terms and conditions of this Agreement; and

WHEREAS, the Directors of A.M. Brown have unanimously determined that V.O.C.'s offer to convert the A.M. Brown Shares to V.O.C. common stock and the Merger are fair to, and in the best interests of, the holders of Common Stock, and have recommended the acceptance of V.O.C.'s offer and approval and adoption of this Agreement by the stockholders of A.M. Brown.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the constituent merging corporations hereto agree as follows:

ARTICLE I THE MERGER AND RELATED MATTERS

1.01 **The Merger.** (a) Subject to the terms and conditions of this Agreement, at the time of the Closing (as defined in Section 1.09 hereof), Articles of Merger (the "Articles of Merger") shall be duly prepared, executed and acknowledged by V.O.C. and A.M. Brown in accordance with the laws of the State of Florida and of the State of Delaware, and shall be filed on the Closing Date (as defined

in Section 1.09 hereof). The Merger shall become effective upon the filing of the Certificate of Merger with the Florida Department of State in accordance with the provisions and requirements of Chapter 607, Florida Statutes. The date and time when the Merger shall become effective is hereinafter referred to as the "Effective Time."

(b) At the Effective Time, A.M. Brown shall be merged with and into V.O.C. and the separate corporate existence of A.M. Brown shall cease, and V.O.C. (CUSIP No. 917917 106) shall continue as the Surviving Corporation (the "Surviving Corporation") under the laws of the State of Florida. The Surviving Corporation shall continue to operate as V.O.C. Analytical Laboratories, Inc. until May 3, 1998, when it will begin to operate under the name of "Brown Environmental Group, Inc." The Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all of the property, real, personal and mixed of the Merging Corporations (except as otherwise provided herein), without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities of the Merging Corporations (except as otherwise provided for herein), and neither the rights of creditors nor any liens on property shall impair the Merger.

1.02 Conversion of Stock. At the Effective Time:

(a) Except as otherwise provided in the next succeeding sentence, each share of common stock of the A.M. Brown Shares then issued and outstanding shall, by virtue of the Merger and without any action on the part of the holder thereof, become one fully paid and nonassessable share of common stock of the Surviving Corporation (the "Shares").

1.03 Dissenting Stock. Notwithstanding anything in this Agreement to the contrary, but only to the extent required by Florida Statutes, Shares of Common Stock that are issued and outstanding immediately prior to the Effective Time and are held by holders of Common Stock who comply with all the provisions of Delaware law concerning the right of holders of Common Stock to dissent from the Merger and require appraisal of their Shares of Common Stock ("Dissenting Stockholders") shall not be converted into the right to receive the Shares of the Surviving Corporation but shall become the right to receive such consideration as may be determined to be due such Dissenting Stockholder pursuant to the law of the State of Delaware; provided, however, that (i) if any Dissenting Stockholder shall subsequently deliver a written withdrawal of his or her demand for appraisal (with the written approval of the Surviving Corporation, if such withdrawal is not tendered within 60 days after the Effective Time), or (ii) if any Dissenting Stockholder fails to establish and perfect his or her entitlement to appraisal rights as provided by applicable law, or (iii) if within 120 days of the Effective Time neither any Dissenting Stockholder nor the Surviving Corporation has filed a petition demanding a determination of the value of all Shares of Common Stock outstanding at the Effective Time and held by Dissenting Stockholders in accordance with applicable law, then such Dissenting Stockholder or Stockholders, as the case may be, shall forfeit the right to appraisal of such Shares and such Shares shall thereupon be deemed to have been converted into the right to receive, as of the Effective Time, the Shares of the Surviving Corporation without interest. A.M. Brown shall give V.O.C. prompt notice of any written demands for appraisal, withdrawals of demands for appraisal and any other related instruments received by A.M. Brown, and the opportunity to direct all negotiations and proceedings with respect to demands for appraisal. A.M. Brown will not voluntarily make any

payment with respect to any demands for appraisal and will not, except with the prior written consent of V.O.C., settle or offer to settle any demand.

1.04 Surrender of Certificates. (a) Concurrently with or prior to the Effective Time, V.O.C. shall designate a bank, corporate securities firm or trust company located in the United States to act as the transfer agent (the "Transfer Agent") for purposes of providing the Shareholders of the A.M. Brown Shares with Common Stock of the Surviving Corporation. As soon as practicable after the Effective Time, V.O.C. shall cause the Transfer Agent to mail and/or make available to each holder of a certificate of A.M. Brown Shares a notice and letter of transmittal advising such holder of the effectiveness of the Merger and the procedure for surrendering to the Transfer Agent such certificate or certificates which, immediately prior to the Effective Time, represented outstanding Common Stock (the "Certificates") in exchange for the Common Stock of the Surviving Corporation deliverable in respect thereof pursuant to this Article I. Upon the surrender for cancellation to the Transfer Agent of such Certificates, together with a letter of transmittal, duly executed and completed in accordance with the instructions thereon, and any other items specified by the letter of transmittal, the Transfer Agent shall promptly deliver to the Person (as defined in Section 5.12 hereof) entitled thereto the Surviving Corporation's Common Stock. Until so surrendered, each Certificate shall be deemed, for all corporate purposes, to evidence only the right to receive upon such surrender the Shares of the Surviving Corporation deliverable in respect thereof to which such Person is entitled pursuant to this Article I.

(b) The Common Stock of the Surviving Corporation shall be delivered to those persons identified in Schedule 1.0.

(c) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Transfer Agent will issue in exchange for such lost, stolen or destroyed certificate Shares of the Surviving Corporation deliverable in respect thereof as determined in accordance with this Article I, provided that, the Person to whom the Shares shall be delivered as a condition precedent to the delivery thereof, agrees to indemnify the Surviving Corporation in a manner satisfactory to it against any claim that may be made against the Surviving Corporation with respect to the Certificate claimed to have been lost, stolen or destroyed.

1.05 No Further Rights of Transfers. At and after the Effective Time, each holder of a Certificate shall cease to have any rights as a stockholder of A.M. Brown, except for the right to surrender his or her Certificate in exchange for delivery of the Shares or, in the case of a Dissenting Stockholder, to perfect his or her right to receive payment for his or her Shares pursuant to Delaware law if such holder has validly perfected and not withdrawn his or her right to receive payment for his or her shares, and no transfer of shares of common stock shall be made on the stock transfer books of the Surviving Corporation. Certificates presented to the Surviving Corporation after the Effective Time shall be canceled and exchanged as provided in this Article I. At the close of business on the day of the Effective Time the stock ledger of the Company with respect to Common Stock shall be closed

1.06 Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of V.O.C. as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation.

1.07 By-Laws of the Surviving Corporation. The By-Laws of V.O.C., as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation.

1.08 Directors and Officers of the Surviving Corporation. At the Effective Time, the directors of V.O.C. immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each of such directors to hold office, subject to the applicable provisions of the Certificate of Incorporation and By-Laws of the Surviving Corporation, until the next annual stockholders' meeting of the Surviving Corporation and until their respective successors shall be duly elected or appointed and qualified. At the Effective Time, the officers of V.O.C. immediately prior to the Effective Time shall, subject to the applicable provisions of the Certificate of Incorporation and By-Laws of the Surviving Corporation, be the officers of the Surviving Corporation until their respective successors shall be duly elected or appointed and qualified.

1.09 Closing. The closing of the Merger (the "Closing") shall take place at the offices of Nagin Gallop Figueredo, P.A., 3225 Aviation Avenue, Suite 301, Miami, Florida 33133, on February 3, 1998, or as soon as practicable after the last of the conditions set forth in Article IV hereof is fulfilled or waived (subject to applicable law), but in no event later than the fifth business day thereafter, or at such other time and place and on such other date as V.O.C. and A.M. Brown shall mutually agree (the "Closing Date").

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of V.O.C. V.O.C. hereby represents and warrants to A.M. Brown as follows:

(a) **Due Organization; Good Standing and Corporate Power.** V.O.C. is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. V.O.C. is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except in such jurisdictions where the failure to be so qualified or licensed and in good standing would not have a material adverse effect on the business, properties, assets, liabilities, operations, results of operations, condition (financial or otherwise) or prospects of V.O.C.

(b) **Authorization and Validity of Agreement.** V.O.C. has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by

V.O.C., and the consummation by it of the transactions contemplated hereby, have been duly authorized and approved by its Board of Directors and no other corporate action on the part of V.O.C. is necessary to authorize the execution, delivery and performance of this Agreement by V.O.C. and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by V.O.C. and is a valid and binding obligation of the Company enforceable against V.O.C. in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(c) **Absence of Certain Changes.** (i) There has not been any material adverse change in (a) the Condition of V.O.C. or (b) the business of V.O.C.; (ii) V.O.C. has not incurred any material liabilities (direct, contingent or otherwise) or engaged in any material transaction or entered into any material agreement outside the ordinary course of business except for those discussed in Schedule 2.0; and (iii) V.O.C. has not increased the compensation of any officer or granted any general salary or benefits increase to any of its employees other than in the ordinary course of business.

(d) **Minute Books.** The minute books of V.O.C., as previously made available to A.M. Brown and its representatives, contain accurate records of all meetings of and corporate actions or written consents by the stockholders and Boards of Directors of V.O.C.

(e) **Title to Properties; Encumbrances.** V.O.C. has good, valid and marketable title to (i) all its material tangible properties and assets (real and personal), including, without limitation, all the properties and assets reflected in the consolidated balance sheet as of the last financials except as indicated in the notes thereto and except for properties and assets reflected in the consolidated balance sheet as of the last financials which have been sold or otherwise disposed of in the ordinary course of business; and (ii) all the tangible properties and assets purchased by V.O.C. since the Last Financials except for such properties and assets which have been sold or otherwise disposed of in the ordinary course of business; in each case subject to no encumbrance, lien, charge or other restriction of any kind or character, except for (1) liens reflected in the consolidated balance sheet as of the Last Financials, (2) liens consisting of zoning or planning restrictions, easements, permits and other restrictions or limitations on the use of real property or irregularities title thereto which do not materially detract from the value of, or impair the use of, such property by V.O.C. in the operation of its business and (3) liens for current taxes, assessments or governmental charges or levies on property not yet due and delinquent.

(f) **Compliance with Laws.** V.O.C. is, as of the date of this Agreement, in compliance with all applicable laws, regulations, orders, judgments and decrees except where the failure to so comply would not have a material adverse effect on the condition of the company.

(g) **Employment Relations and Agreements.** (i) V.O.C. is in substantial compliance with all federal, state or other applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; (ii) no unfair labor practice complaint against V.O.C. is pending before the National Labor

Relations Board; (iii) there is no labor strike, dispute, slowdown or stoppage actually pending or threatened against or involving V.O.C.; (iv) no representation question exists respecting the employees of the Company or any of V.O.C.; (v) no grievance which might have a material adverse effect on the Condition of V.O.C. arising out of or under any collective bargaining agreement is pending and no claim therefor has been asserted; (vi) no collective bargaining agreement is currently being negotiated by V.O.C.; and (vii) V.O.C. has not experienced any material labor difficulty during the last three years. There has not been, and to the best V.O.C.'s knowledge there will not be, any change in relations with employees of V.O.C. as a result of the transactions contemplated by this Agreement which could have a material adverse effect on the condition of the V.O.C. taken as a whole.

(h) **Client Relations.** There has not been, and to the best knowledge, information and belief of V.O.C. there will not be, any change in relations with franchisees, customers or clients of V.O.C. as a result of the transactions contemplated by this Agreement which could have a material adverse effect on the condition of V.O.C.

(i) **Taxes.** V.O.C. has filed or caused to be filed, within the times and in the manner prescribed by law, all federal, state, local and foreign tax returns and tax reports which are required to be filed by, or with respect to, V.O.C. Such returns and reports reflect accurately all liability for taxes of the Company for the periods covered thereby. All federal, state, local and foreign income, profits, franchise, sales, use, occupancy, excise and other taxes and assessments (including interest and penalties) payable by, or due from, V.O.C. have been fully paid or adequately disclosed and fully provided for in the books and financial statements of V.O.C. No examination of any tax return of V.O.C. is currently in progress. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any tax return of V.O.C.

(j) **Liabilities.** V.O.C. has no outstanding claims, liabilities or indebtedness, contingent or otherwise, except as set forth in the consolidated balance sheet or referred to in the footnotes thereto, other than liabilities incurred in the ordinary course of business not involving borrowings by the company. V.O.C. is not in default in respect of the material terms and conditions of any indebtedness or other agreement.

2.02 Representations and Warranties of A.M. Brown. A.M. Brown represents and warrants to V.O.C. as follows:

(a) **Due Organization; Good Standing and Corporate Power.** A.M. Brown is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) **Authorization and Validity of Agreement.** A.M. Brown has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by A.M. Brown and the consummation by each of them of the transactions contemplated hereby, has been duly authorized by the Boards of Directors. No other corporate action is necessary

to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered and is a valid and binding obligation of A.M. Brown enforceable against A.M. Brown in accordance with its terms, except that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, and general equitable principles.

(c) **Broker's or Finder's Fee.** No agent, broker, Person or firm acting on behalf A.M. Brown is, or will be, entitled to any fee, commission or broker's or finder's fees from any of the parties hereto, or from any Person controlling, controlled by, or under common control with any of the parties hereto, in connection with this Agreement or any of the transactions contemplated hereby.

ARTICLE III TRANSACTIONS PRIOR TO CLOSING DATE

3.01 **Access to Information Concerning Properties and Records.** During the period commencing on the date hereof and ending on the Closing Date, V.O.C. shall, upon reasonable notice, afford A.M. Brown and their respective counsel, accountants and other authorized representatives, full access during normal business hours to the properties, books and records of V.O.C. in order that they may have the opportunity to make such investigations as they shall desire of the affairs of V.O.C. Such investigation shall not, however, affect the representations and warranties made by V.O.C. in this Agreement.

3.02 **Transfer of Corporate Notes.** A.M. Brown shall transfer to Mr. Alejandro Moreno or his designee the notes set forth in Schedule 3.0.

3.03 **Best Efforts.** V.O.C. and A.M. Brown shall cause each of their subsidiaries to cooperate and use their respective best efforts to take, or cause to be taken, all appropriate action, and to make, or cause to be made, all filings necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

ARTICLE IV CONDITIONS PRECEDENT TO MERGER

4.01 **Conditions Precedent to Obligations of V.O.C. and A.M. Brown.** The respective obligations of the Merging Corporations to effect the Merger are subject to the satisfaction or waiver (subject to applicable law) at or prior to the Effective Time of each of the following conditions:

(a) **Approval of Company's Stockholders.** This Agreement and the Merger shall have been approved and adopted by the requisite vote or consent of the stockholders of A.M. Brown in accordance with applicable law, if required by applicable law, and A.M. Brown's Certificate of Incorporation and By-Laws;

(b) **Injunction.** No preliminary or permanent injunction or other order shall have been issued by any court or by any governmental or regulatory agency, body or authority which prohibits the Merger and the transactions contemplated by this Agreement and which is in effect at the Effective Time; and

(c) **Statutes.** No statute, rule, regulation, executive order, decree or order of any kind shall have been enacted, entered, promulgated or enforced by any court or governmental authority which prohibits the Merger or has the effect of making the converting of the Common Stock illegal.

ARTICLE V MISCELLANEOUS

5.01 **Representations and Warranties.** The respective representations and warranties of the Company, contained herein or in any certificates or other documents delivered prior to or at the Closing shall not be deemed waived or otherwise affected by any investigation made by any party.

5.02 **Extension; Waiver.** At any time prior to the Effective Time, the parties hereto, by action taken by or on behalf of the respective Boards of Directors of V.O.C. and A.M. Brown may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein by any other applicable party or in any document, certificate or writing delivered pursuant hereto by any other applicable party or (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of any party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

5.03 **Schedules.** The Schedules annexed to and incorporated by reference in this Agreement are deemed to be a part of this Agreement.

5.04 **Entire Agreement.** This Agreement's schedules and other documents referred to herein or delivered pursuant hereto, collectively contain the entire understanding of the parties hereto with respect to the subject matter contained herein and supercede all prior agreements and understandings, oral and written, with respect thereto.

5.05 **Binding Effect; Benefit; Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party. Nothing in this Agreement, expressed or implied, is intended to confer on any Person, as defined in Section 5.12 hereof, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.06 **Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified and supplemented in writing by the parties hereto in any and all respects before the

Effective Time (notwithstanding any stockholder approval), by action taken by the respective Boards of Directors or by the respective officers authorized by such Boards of Directors; provided, however, that after any such stockholder approval, no amendment shall be made which by law requires further approval by stockholders without such further approval.

5.07 Further Actions. Each of the parties hereto agrees that, subject to its legal obligations, it will use its best efforts to fulfill all conditions precedent specified herein, to the extent that such conditions are within its control, and to do all things reasonably necessary to consummate the transactions contemplated hereby.

5.08 Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

5.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

5.10 Applicable Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of Florida.

5.11 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

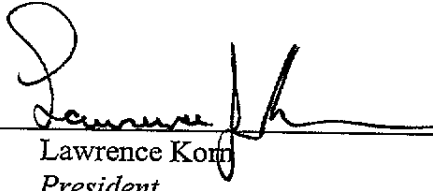
5.12 "Person" Defined. "Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a group or a government or other department or agency thereof.

IN WITNESS WHEREOF, each A.M. Brown and V.O.C. have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

*Signed Sealed and Delivered
In the Presence of:*

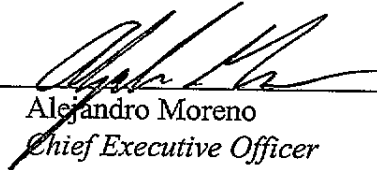
V.O.C. ANALYTICAL LABORATORIES, INC.

BY: _____


Lawrence Korn
President

A.M. BROWN, INC.

BY: _____


Alejandro Moreno
Chief Executive Officer

agreement.127

SCHEDULE 1.0

Common stock of the surviving corporation shall be delivered to the following individuals or entities in the corresponding amounts:

Alejandro Moreno	1,328,828
Fred Millsaps	98,359
Bernardo and Marta Moreno	337,228
A & P Investments, Inc. Turks & Caicos	372,282
Jose Lopez-Ona	186,141
Northlake Investments BVI, Ltd.	595,651
Cypress Investments, BVI, Ltd.	595,651
Iris Investments BVI, Ltd.	297,825
Ana Maria Moreno	30,000

Initials



Initials



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Cypress Investments, BVI, Ltd.	595,651
Iris Investments BVI, Ltd.	297,825
Ana Maria Moreno	30,000

Initials



Initials



SCHEDULE 2.0

Material Transactions:

Transaction	Purchase Price
1. V.O.C. Letter of Intent to Acquire ETS International, Roanoke, Va. (Dated January 27, 1998)	\$11,500,000
2. VOC letter of Intent to Acquire Gainesville Analytical Laboratory (Dated January 14, 1998)	\$ 5,000,000

Initials



Initials



SCHEDULE 3.0

Assets retained by Alejandro Moreno or his designee:

1. Nutting Environmental Note for \$280,000 to Marta and Bernardo Moreno; and
2. 75,000 shares of 144 common stock of V.O.C. placed on consignment with Growth Planning, Ltd., by A.M. Brown.

Initials



Initials

