

POS000115168

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600266350986

11/12/14--01039--004 **70.00

FILED
14 DEC 11 PM 2:20
CLERK OF COURT
HALL COUNTY, FLORIDA

merger

DEC 19 2014

R. WHITE



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 20, 2014

COLLEEN A CARSON
13535 FEATHER SOUND DR STE 200
CLEARWATER, FL 33762

SUBJECT: NEW GENERATION RESTORATION INC.
Ref. Number: P05000115168

We have received your document for NEW GENERATION RESTORATION INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Ch. 607.1105 is the Florida statute pertaining to articles of merger. If it is your intent to file articles of merger, you will need to title your document "Articles of Merger" instead of Articles of Reorganization. Please replace the title "articles of reorganization" with "articles of merger" throughout the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II

Letter Number: 914A00024723



www.BaskinFleece.com

Hamden H. Baskin, III
Joseph W. Fleece, III
Colleen A. Carson
Raleigh W. Greene, IV
Jeffrey A. Eisel

Of Counsel:

Joseph W. Fleece
G. Penfield Jennings

Barbara Malatino, FRP
Paralegal

Glenda J. Sasser
ACP, FCP, FRP
Litigation Paralegal

Patricia M. Stethem, FRP
Probate Paralegal

December 8, 2014

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: **New Generation Restoration/Advanced Lab Services**

To Whom it May Concern:

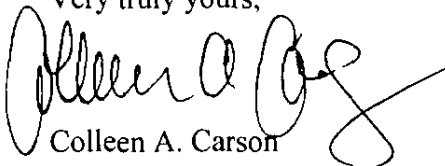
On November 5, 2014, we sent you a letter enclosing the "Articles of Reorganization" and the "Agreement of Reorganization" for New Generation Restoration/Advanced Lab Services. We are in receipt of your letter dated November 20, 2014 wherein you requested that the above referenced documents be retitled to reflect Ch. 607.1105 of the Florida Business Corporations Act pertaining to Articles of Merger.

Accordingly, I have enclosed the "Articles of Merger of Advanced Lab Services, Inc. with and into New Generation Restoration, Inc." and the "Plan of Merger".

It is our understanding that you still have our check payable to the Florida Department of State, in the amount of \$70.00. Please let us know if there is anything further that is needed to process the enclosed Merger documents.

For further information concerning this matter, please call: Colleen A. Carson at (727) 572-4545.

Very truly yours,



Colleen A. Carson

CAC:sc
cc: Mr. & Mrs. Stephen Proctor
encl: as stated

13535 Feather Sound Drive
Suite 200
Clearwater, Florida 33762
p: 727.572.4545
f: 727.572.4646

FILED
DEC 11 PM 2:21

ARTICLES OF MERGER
OF
ADVANCED LAB SERVICES, INC.
(a Florida corporation)
WITH AND INTO
NEW GENERATION RESTORATION, INC.
(a Florida corporation)

Pursuant to Sections 607.1105
of the Florida Business Corporation Act

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

ARTICLE I
State of Incorporation; Surviving Corporation

The name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
ADVANCED LAB SERVICES, INC.	Florida
NEW GENERATION RESTORATION, INC.	Florida

NEW GENERATION RESTORATION, INC., a Florida Corporation, shall be the surviving corporation.

ARTICLE II
Plan of Merger

The Agreement of Reorganization provided for the merger of ADVANCED LAB SERVICES, INC., with and into NEW GENERATION RESTORATION, INC., is attached hereto as Exhibit "A".

ARTICLE III
Approval of the Plan

The Board of Directors of NEW GENERATION RESTORATION, INC., reviewed, considered, and pursuant to unanimous action by written consent in accordance with Section 607.0821 of the FBCA duly adopted the Agreement of Reorganization (the "Agreement and Plan of Reorganization"), effective date of September 30, 2014, by and between NEW GENERATION RESTORATION, INC. and presented the Agreement and Plan of Reorganization to the shareholders of NEW GENERATION RESTORATION, INC. in accordance with Section 607.1101 of the FBCA. Thereafter the Agreement and Plan of Reorganization was approved by the shareholders of NEW

GENERATION RESTORATION, INC. on September 30, 2014 pursuant to an action by written consent in accordance with Section 607.0704.

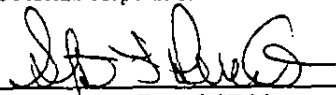
The Board of Directors of ADVANCED LAB SERVICES, INC., reviewed, considered, and pursuant to unanimous action by written consent in accordance with Section 607.0821 of the FBCA duly adopted the Agreement and Plan of Reorganization, and deemed the Agreement and Plan of Reorganization advisable and presented the same to the stockholder of ADVANCED LAB SERVICES, INC., in accordance with Section 607.1101 of the FBCA. Thereafter the stockholder representing 100% of the outstanding common shares of ADVANCED LAB SERVICES, INC., the only class of capital stock of ADVANCED LAB SERVICES, INC., authorized and outstanding, approved the Agreement and Plan of Reorganization on September 30, 2014, pursuant to an action by written consent in accordance with Section 607.0704 of the FBCA.

ARTICLE IV
Effective Time

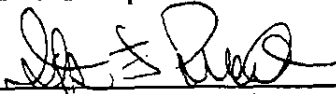
These Articles of Merger shall become effective September 30, 2014, notwithstanding the date and at the time filed by the Department of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned President of the constituent corporations have caused these Articles of Merger to be executed as of this 2nd day of December, 2014, with a merger effective date as of September 30, 2014.

NEW GENERATION RESTORATION, INC.,
a Florida corporation

By: 
STEPHEN T. PROCTOR
President

ADVANCED LAB SERVICES, INC.,
a Florida Corporation

By: 
STEPHEN T. PROCTOR
President

AGREEMENT OF
REORGANIZATION

AGREEMENT OF REORGANIZATION effective the 30th day of September, 2014, by and between ADVANCED LAB SERVICES, INC., a Florida Corporation, hereinafter called the "Seller", and NEW GENERATION RESTORATION, INC., a Florida Corporation, hereinafter called the "Purchaser".

RECITALS

A. Seller desires to exchange substantially all of its assets and business solely for the voting Common Stock of Purchaser and the assumption by Purchaser of certain liabilities and obligations of the Seller; and the Purchaser desires to acquire such assets and business, all as provided in this Agreement.

B. Seller and the Purchaser desire to adopt a plan of reorganization pursuant to the provisions of Section 368(a)(1)(C) of the Internal Revenue Code, as amended, upon the terms and conditions hereinafter set forth.

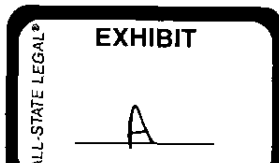
NOW THEREFORE, in order to consummate this Agreement of Reorganization and in consideration of the mutual benefits to be derived therefrom and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE

1

Purchaser's Acquisition of Business and Assets of the Seller

1.01. Upon the terms and subject to all of the conditions herein and the performance by each of the Parties hereto of their respective obligations hereunder, the Seller hereby agrees to convey, transfer, assign, and deliver to the Purchaser and the Purchaser agrees to acquire and accept from the Seller as hereinafter provided, on the Closing Date, all the assets, property, and business of the Seller as a going concern, owned by it on the Closing Date, of whatever kind and character, real and personal, tangible and intangible, known and unknown, and wherever located, and whether or not recorded on Seller's books, and including without limitation, its goodwill, its right to the use of its name, and all of its books and records (except its general ledgers and journals) relating to its business, but not including, however, the rights of the Seller in, to, and under this Agreement, the Seller's charter to be a corporation, its stock record books, its corporate minute books, its corporate seal, and other corporate records having exclusively to do with its corporate organization and capitalization. All books and records retained by the Seller shall be open for inspection by the Purchaser at any time during regular business hours after the Closing Date and the Purchaser may, at its own expense, make such copies of and excerpts therefrom as it may deem desirable. The assets and properties to be conveyed, transferred, assigned, and delivered on the Closing Date shall, without limitation, include all assets and properties of the Seller shown on the financial statement (including but not limited



to the Statement of Assets, Liabilities, and Equities and Statement of Revenues and Expenses, herein after referred to as "Financial Statements") of Seller as of September 30, 2014 heretofore delivered to the Purchaser by the Seller, with only such changes therein as (1) shall have occurred in the ordinary course of the Seller's business between September 30, 2014 and the Closing Date hereunder, in transactions not inconsistent with any of Seller's representations, warranties, and agreements hereinafter set forth; or (2) may be consented to or approved by the Purchaser in writing.

Reorganization Expenses

1.02. Purchaser will pay all expenses (for Seller and Purchaser) in connection with or related to the transfer of assets and business pursuant to this Agreement (including applicable state and local sales taxes) or in connection with the Seller's liquidation and dissolution.

ARTICLE

2

CONSIDERATION FOR ACQUISITION OF BUSINESS AND ASSETS

Subject to the terms and conditions of this Agreement, and in full consideration for the transfers and assignments by the Seller to the Purchaser provided for herein:

Common Stock

2.01. On the Closing Date the Purchaser shall deliver to the Seller a certificate or certificates registered in the name of the Seller for an aggregate of one hundred (100) shares of the Common Stock, par value \$1.00 per share, of the Purchaser.

Assumption of Certain Liabilities and Obligations

2.02. The Purchaser shall deliver to the Seller on the Closing Date, subject to the provisions of Article 3, hereof, an undertaking or undertakings whereby Purchaser assumes and agrees to discharge:

(1) All of the liabilities and obligations of Seller which are disclosed on the aforementioned Financial Statements as of September 30, 2014, in the amounts thereof recorded on its books as of the Closing Date;

(2) All liabilities and obligations of the Seller reflected on its books of account on the Closing Date which have been incurred between September 30, 2014, and the Closing Date in transactions in the usual and ordinary course of business of the Seller, provided such course of business is consistent with the business practices heretofore followed by the Seller, but only to the extent such liabilities or obligations were incurred in transactions which were not inconsistent with the representations, warranties, and agreements of Seller contained herein; and

(3) All obligations under contracts and commitments listed in the Schedule of

Contracts and Commitments attached hereto as Schedule "1", and all obligations under contracts and commitments incurred between the date hereof and the Closing Date in transactions in the ordinary course (1) All of the liabilities and obligations of Seller which are disclosed on the aforementioned Financial Statements as of September 30, 2014, in the amounts thereof recorded on its books as of the Closing Date;

Such undertaking or undertakings shall not in any way limit the Purchaser's right of recourse for any breach of covenants, representations, or warranties herein contained. Nothing contained herein shall be deemed to foreclose the Purchaser from contesting, in good faith, the Seller's and the Purchaser's duties and liabilities to third parties.

ARTICLE

3

LIABILITIES AND OBLIGATIONS NOT ASSUMED

The Purchaser shall not be obligated to pay any liabilities or discharge any obligations except those specifically assumed under this Agreement or an Assignment executed contemporaneous with this Agreement, without limitation, the Purchaser shall not assume, pay, perform, or discharge, unless assumed under this Agreement or an Assignment executed contemporaneous with this Agreement:

- (1) Liabilities or obligations of the Seller to its stockholders as such respecting dividends, distributions to its stockholders in liquidation, redemptions of stock, or otherwise;
- (2) Liabilities or obligations of the Seller under or with respect to any transactions occurring after the Closing Date;
- (3) Liabilities or obligations of the Seller incurred in connection with or related to this Agreement or the transactions contemplated hereby;
- (4) Liabilities or obligations of the Seller to Purchaser created by this Agreement.

ARTICLE

4

THE CLOSING AND CERTAIN RELATED MATTERS

4.01. Closing. The Closing, as such term is herein employed, shall be effective as of September 30, 2014, and shall be held on the 3rd day of November, 2014 at 13535 Feather Sound Drive, Suite 200, Clearwater, FL 33762. The time and date of such Closing is referred to in this Agreement of Reorganization as the Closing Dated.

4.02. Instruments of Conveyance and Transfer. The conveyance, transfer, assignment,

and delivery of the assets and property of the Seller as herein provided shall be effected by bills of sale, endorsements, assignments, drafts, checks, and other instruments of transfer and conveyance in such form as shall be effective to transfer the Seller's business, property, and assets, as contemplated by this Agreement, with all necessary documentary stamps (federal, state, or local) purchased (if any), affixed, and canceled, and as shall reasonably be required by the Purchaser or its counsel.

4.03. **Sales and Transfer Taxes and Fees.** All applicable sales, transfer, documentary, use, filing, and other taxes and fees that may be due or payable as a result of the conveyance, assignment, transfer, or delivery of the property, assets, or business to be conveyed and transferred as provided herein whether levied on the Seller or the Purchaser shall be borne by Purchaser. The parties agree that Purchaser shall pay any such taxes, subject to its right in good faith to contest the validity or amount thereof by proper proceedings at its expense.

4.04. **Further Assurances.** The Seller agrees that it will, at any time and from time to time after the Closing Date, upon request of the Purchaser, do, execute, acknowledge, and deliver or will cause to be done, executed, acknowledged, and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may in the Purchaser's reasonable opinion be necessary or advisable to confirm the Purchaser's title to and interest in or to enable it to deal with and dispose of, any of the business, assets, and property to be conveyed, transferred, and delivered by the Seller to the Purchaser under this Agreement.

4.05. **Liquidation and Dissolution of Seller.** Seller hereby agrees that in compliance with the applicable laws of the State of Florida it shall call a special meeting of the holders of its capital stock entitled to vote thereon, not later than September 30, 2014, for the purpose of approving this Agreement, the transfer of its assets to Purchaser and the change of name and liquidation and dissolution of the Seller hereinafter provided for. Seller shall use its best efforts to cause its shareholders to adopt this Agreement, the transfer of its assets, the plan for changing its name, and the plan of liquidation and distribution.

4.06. **Change of Name.** Immediately after Closing, Purchaser shall continue to use its current name, NEW GENERATION RESTORATION, INC. and Seller will initiate proceedings to dissolve its corporate existence and liquidate its affairs as soon as practicable.

ARTICLE

5

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE SELLER

The Seller hereby represents, warrants, and agrees as follows (the truth and accuracy of each of representations and warranties and the truth and accuracy of each document, schedule, and certificate furnished as hereinafter stated shall constitute a condition precedent to the Purchaser's obligations hereunder):

5.01. **Organizations, Capitalization, and Good Standing of the Seller.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as now conducted, and

is entitled to own or lease and operate the property and assets now owned, leased, or operated by it. Seller is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business or the character of its property makes such qualification necessary. The authorized capital stock of Seller consists of Five Hundred (500) shares of Common Stock, par value \$1.00 per share, of which Five Hundred (500) shares are issued and outstanding. All of the outstanding stock of the Seller is validly issued, fully paid, and nonassessable, and no shares of the Seller are held by Seller in its treasury or otherwise. There are no existing options, warrants, calls, or commitments of any character relating to the Seller's authorized and unissued capital stock. The Seller has no corporate affiliates and no subsidiaries.

5.02. **Authority of the Seller.** The execution of this Agreement by the Seller, and the transfers, conveyances, assignments, and deliveries contemplated hereby, as well as the other transactions contemplated hereby, have been duly authorized by the Seller's directors. The Seller has delivered to the Purchaser a true and correct copy of the resolution of its Board of Directors authorizing the execution of this Agreement and the performance by the Seller of its obligations hereunder, certified by the Secretary or an Assistant Secretary of the Seller. The execution of this Agreement by the Seller and the consummation of the transactions contemplated hereby do not and will not violate the provisions of the Seller's Articles of Incorporation, Bylaws, or the provisions of any note of which the Seller is the maker or of any indenture, agreement, or other instrument to which the Seller is a party or by which Seller or its property is bound.

5.03. **Tax Returns and Audits.** The Seller has filed all federal, state, and local tax returns which are required to be filed and has paid or made provision for the payment of all taxes which have or may have been due pursuant to such returns or to assessments received. There are no claims pending or threatened for taxes against the Seller in excess of the amounts reflected on its books and Financial Statements for such taxes. The Seller has heretofore delivered to the Purchaser copies of its federal, state, and local tax returns for all taxable years from January 1, 1982 through September 30, 2014, constituting complete and accurate representations of its tax liabilities for such years and accurately reflecting the Seller's position with respect to future tax liabilities by accurately setting forth all relevant items, including the tax bases of all assets. The federal income tax returns of the Seller have never been examined by the Internal Revenue Service. No waivers of statutes of limitations have been given. All such returns and reports have been prepared on the same basis as those of previous years, and all federal, state, and local income, profits, franchise, sales, use, occupation, property, excise, or other taxes have been fully paid or adequately reserved. No deficiencies on any of Seller's tax returns or reports have been threatened as of the date hereof.

All tax returns and reports of the Seller which have not yet been filed prior to the date hereof (including those relating to periods after the Closing) shall be prepared by the Purchaser on behalf of the Seller. The Seller and Purchaser agree to use its best efforts to obtain all extensions of time from government authorities necessary to effectuate this provision.

5.04. Condition of Tangible Assets. All of the assets of Seller of a tangible nature are and will on the Closing Date be in good repair and workmanlike condition, capable of performing the functions and purposes for which such items are normally used, and all items of inventory will be of merchantable quality and capable of being sold in the ordinary course of the Seller's business.

5.05. Litigation. Except as indicated on the Schedule furnished under subparagraph 2.02, there are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened against Seller or its business, properties, or assets at law or in equity before or by any federal, state, municipal, or other governmental court, department, commission, agency, or instrumentality, domestic or foreign. Seller has complied with all laws, ordinances, requirements, regulations, decrees, and orders applicable to its business or property.

5.06. Indebtedness to or by Officers, Directors, and Stockholders. On the Closing Date, the Seller shall not be indebted to any of those persons who on the date hereof were stockholders, officers, or directors of the Seller, or to their respective spouses or children or affiliated companies, in any amount whatsoever other than for salaries and for amounts due under the agreements or plans listed on the Schedules of Contracts and Commitments furnished to the Purchaser pursuant to subparagraph 2.02, hereof, and none of such persons shall be indebted in any amount whatsoever to the Seller, other than those liabilities assumed under this Agreement or an Assignment executed contemporaneous with this Agreement.

5.07. No Dealers. All negotiations relative to this Agreement and the transaction contemplated hereby have been carried on by Seller or its counsel directly with Purchaser or its counsel, and neither the Seller nor any of its officers, directors, or stockholders is under any obligation or commitment whereby any dealer's, broker's, finder's, or other commission, fee, or compensation is payable or whereby any claim therefor may be validly made with respect to the transactions contemplated by this Agreement.

5.08. Cessation of Seller's Business. From and after the Closing Date, Seller (1) will refrain from using its present corporate name or any variations thereof, and from authorizing the use of such name and any variations thereof by others in connection with any transactions of a business nature; (2) will not engage in any activity except as required to complete its liquidation and dissolution as provided for in this Agreement; and (3) until given written permission by Purchaser, Seller will not finally dissolve but will retain its corporate existence in order to prosecute any action or claim for refund, or otherwise to obtain for Purchaser, the benefit of any assets transferred or intended to be transferred by this Agreement.

5.09. Transferability. Except as provided for in the Schedule furnished pursuant to subparagraph 2.02, the rights of the Seller to all its property, assets, and business, including without limitation, prepaid expenses and intangibles, are freely transferable.

5.10. Material Misstatements or Omissions. Each Schedule and Certificate furnished

hereunder is true, correct, and complete. No representation or warranty by the Seller in this Agreement nor any document, statement, certificate, or schedule furnished or to be furnished to the Purchaser pursuant hereto, or in connection with transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

5.11. Representations and Warranties at Closing. Except as express otherwise provided herein, the representations and warranties of the Seller set forth in this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such time.

ARTICLE

6

REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants as follows:

6.01. Organization, Good Standing, and Authority of the Purchaser. Purchaser is a corporation duly organized and existing and in good standing under the laws of the State of Florida and has the corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets it now owns or operates. The execution of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Purchaser's Articles of Incorporation or Bylaws, or any provisions of any agreement to which the Purchaser is a party or by which it is bound. The Stockholders and the Board of Directors of the Purchaser have taken all action required by law, its Articles of Incorporation, its Bylaws, or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

6.02. Capitalization of Purchaser. The Purchaser has an authorized capitalization of 1,000 shares of Common Stock, par value \$1.00 per share, 500 shares of which were outstanding on the date hereof. There are no outstanding obligations, options, or rights to acquire shares of capital stock of any class of the Purchaser or any outstanding securities or other instruments convertible into shares of capital stock of the Purchaser.

6.03. Common Stock of Purchaser to Be Delivered. The shares of the Purchaser's Common Stock to be delivered pursuant to this Agreement, when so delivered, will have been duly and validly authorized and issued by the Purchaser and will be fully paid and nonassessable.

6.04. Financial Statements. The Financial Statement of the Purchaser as of September 30, 2014, and the statements of income for the two (2) years then ended heretofore delivered to Seller, have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position of the Purchaser as

of such date and the income of the Purchaser for such period. Since September 30, 2014, there has not been and prior to the Closing there will not be any event or condition of any character materially adversely affecting the Purchaser business or property.

6.05. **Litigation.** There is no claim, suit, action, or other proceeding pending, or to the knowledge of the Purchaser, threatened against the Purchaser which might materially and adversely affect the financial condition, properties, and assets of the Purchaser and its subsidiaries as a whole.

6.06. **Material Misstatements or Omissions.** No representation or warranty by the Purchaser in this Agreement nor any document, statement, certificate, or schedule furnished or to be furnished to the Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

6.07. **Representations and Warranties at Closing.** Except as expressly herein otherwise provided, the representations and warranties of the Purchaser set forth in this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such time.

ARTICLE

7

CONDUCT OF THE SELLER'S BUSINESS PENDING THE CLOSING

The Seller hereby covenants and agrees that from the date hereof and until the Closing (the fulfillment of each of such covenants and agreements hereby constituting a condition precedent to the Purchaser's obligations hereunder):

7.01. **Investigation by Purchaser.** The Seller will permit the officers, accountants, attorneys, and other representatives of the Purchaser to enter upon its principal place of business and other of its premises and to have access to and examine and make copies from its books, records, and files during business hours, and the Seller shall furnish to the Purchaser such information as the Purchaser may reasonably request in connection with this Agreement and the transactions described herein. Seller will direct its independent accountants to cooperate with the Purchaser's representatives and to disclose the results of audits (and work papers relating thereto) by Seller's accountants pertaining to the Seller's business and affairs.

7.02. **Carry on in Regular Course.** The Seller actively and to the best of its management's ability will conduct its business in the same manner and under the same business policies as was the case prior to the date hereof, including maintaining of normal and usual inventories so as to supply the requirements of its customers; and during such period Seller will not dispose of any of its assets or properties or incur any obligation other than in transactions in the usual and ordinary course of business, provided such course of business is

consistent with the business practices heretofore followed by the Seller, or take any action which may adversely affect the goodwill or the normal conduct of the business to be sold and transferred to the Purchaser hereunder.

7.03. Articles of Incorporation and Bylaws. No change will be made in the Seller's Articles of Incorporation or Bylaws without the prior written consent of the Purchaser.

7.04. Distribution to Stockholders. The Seller will not pay any dividend or make any other distribution or payment with respect to its capital stock nor will the Seller redeem, purchase, or otherwise reacquire any of its capital stock.

7.05. Issuance of Capital Stock. The Seller will not issue any additional shares of capital stock, or issue or grant any options or rights with respect to the same, for consideration or otherwise.

7.06. Consents of Others. On or prior to the Closing Date, Seller will obtain and deliver, in respect of the assignment and transfers of properties, assets, licenses, contracts, and agreements herein provided to be assigned and transferred to the Purchaser

- (1) All consents, approvals, waivers, or permits to such assignment and transfer from each person or governmental authority whose consent, approval, waiver, or permit to such assignment and transfer may be required in the judgment of counsel for Purchaser; and
- (2) Representations of each person or authority whose consent, approval, waiver or permit is so required that Seller is not in default in performance of any of its obligations to such person or authority.

With respect to those assets or properties which are assignable only with the consent of one or more third parties, the Seller represents and warrants that it has not received any indication that any of the necessary consents may not be obtainable.

7.07. Officers' Certificates. On the Closing Date the Seller shall deliver to the Purchaser certificates dated the Closing Date executed by its President, Secretary, and Treasurer, stating that all of the representations, warranties, and agreements of the Seller contained in this Agreement were true, accurate, and complete when made and are true, accurate, and complete as if made on and as of the Closing Date; that since January 1, 2014, there has not been any materially adverse change in the financial condition of the Seller; and that the agreements and covenants of the Seller contained in Articles 5 and 7, and in other articles hereof, shall have been complied with in every respect as of the Closing Date, provided that the Purchaser shall not be required to accept such certificate if it is then known by the Purchaser to be incorrect.

ARTICLE

CONDITIONS PRECEDENT TO THE EXCHANGE OF PURCHASER

The obligation of the Purchaser to consummate this Agreement is subject to and conditioned on the satisfaction at or prior to the Closing of each of the following conditions:

8.01. **Compliance With Agreement.** All the terms and conditions of this Agreement to be complied with and performed by the Seller on or before Closing Date, including the delivery to the Purchaser of all schedules, documents, and instruments required to be delivered to the Purchaser by this Agreement, shall have been complied with and performed, and Seller shall have delivered on the Closing Date to the Purchaser the certificates referred to in Paragraph 7.07, hereof.

8.02. **Lack of Consents.** All consents, approvals, authorizations, or orders of any court or governmental agency or administrative body which are required for consummation of the transactions contemplated by this Agreement have been obtained and are in effect as of the Closing Date.

8.03. **No Restraining Action.** No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

8.04. **No Contracts Terminated.** The Seller shall not have had any contract or contracts, which in the aggregate would materially affect its business, terminated prior to the Closing.

8.05. **No Damage to Assets.** At the time of the Closing, the machinery, equipment, inventory, or other tangible property of the Seller shall not have suffered loss or damage on account of fire, flood, accident, act of war, civil commotion, or any other cause or event beyond the reasonable power and control of the Seller (whether or not similar to the foregoing), to an extent which substantially affects the value of the properties and assets of the Seller. Loss or damage shall be considered to affect substantially the value of said properties and assets within the meaning of this Paragraph if the book value of such properties and assets so lost or damaged exceeds five (5) percent in book value of all such tangible properties and assets.

ARTICLE

9

CONDITIONS PRECEDENT TO THE EXCHANGE BY SELLER

The obligations of the Seller to consummate this Agreement are subject to and conditioned upon the satisfaction at or prior to the Closing of each of the following conditions:

9.01. **Compliance With Agreement.** All of the terms and conditions of this Agreement to be complied with and performed by the Purchaser on or before the Closing Date

shall have been complied with and performed.

9.02. Officers' Certificate. On the Closing Date the Purchaser shall deliver to the Seller a certificate executed by its President and Secretary or Assistant Secretary to the effect that all of the representations and warranties of the Purchaser contained in this Agreement are true and accurate as of the Closing Date.

ARTICLE 10 INDEMNIFICATION

10.01. Survival of Representations and Warranties. All representations, warranties, and guarantees made by the parties each to the other in this Agreement or pursuant hereto shall survive the Closing except to the extent provided herein or specifically waived in writing by either of them, notwithstanding any investigation heretofore or hereafter made by any of them or on the behalf of any of them.

10.02. Indemnification by Seller. Seller will indemnify Purchaser and hold it harmless, at all times after the date of this Agreement, against and in respect of (including in each case Counsels' fees):

- (1) All liabilities and obligations of, or claims against the Seller not expressly assumed by Purchaser;
- (2) Nonpayment of accounts receivable or notes receivable appearing on the books of Seller at the close of business on the Closing Date;
- (3) Any and all damage, loss, deficiency, costs, and expenses resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation on the part of the Seller under this Agreement or from any misrepresentation in, omission from, or occasioned by any certificate or other instrument furnished or to be furnished to the Purchaser under this Agreement; and
- (4) Any and all actions, suits proceedings, demands, assessments, judgments, costs, and legal and other expenses incident to any of the foregoing; provided, however, that the Seller will indemnify the Purchaser as provided in this Paragraph 10.02 in respect of any damage, loss, a deficiency, cost, or expense arising by reason of a misrepresentation, breach of warranty, or nonfulfillment of an obligation on the part of Seller in connection with any provision of this Agreement insofar as any such other provisions shall contain representations and warranties with respect to the same subjects, only to the extent that such damages, losses, deficiencies, costs, and expenses exceed \$1,000.00, in the aggregate; and further provided that if any federal income

tax deficiency is based on a revaluation of inventory, the Purchaser shall assume such portion thereof as is not in excess of the tax benefit resulting from the tax basis attributable to such revaluation. There shall be no damage when an unrecorded asset of Seller is obtained in a transaction in which an undisclosed liability, not exceeding the value of such asset, arose.

10.03. Indemnification by Purchaser. The Purchaser will indemnify the Seller and hold it harmless, at all times after the date of this Agreement, against and in respect of (including in each case Counsels' fees):

- (1) Any and all damage, loss, cost, and expense resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation on the part of Purchaser under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished to Seller hereunder; and
- (2) Any and all actions, suits, proceedings, demands, assessments, judgments, costs, and legal and other expenses incident to the foregoing. If Purchaser is required to indemnify Seller pursuant to this Paragraph 11.03 such indemnification shall be made as soon as practicable after determination of the necessary amount by payment of such amount by cashier's check.

ARTICLE 11 WAIVER

Each party may, at its option, waive in writing any or all of the conditions herein contained, to which its obligations hereunder are subject.

ARTICLE 12 AMENDMENTS

This Agreement contains the entire agreement between the parties hereto; however, the Purchaser and the Seller, by mutual consent of their respective Boards of Directors, or officers authorized by such Boards, may, at any time prior to the Closing Date, abandon the transaction contemplated herein, or may amend or modify this Agreement in such manner as may be agreed upon, by a written instrument executed by Seller and Purchaser. All schedules and exhibits referred to herein shall be deemed to be incorporated in and made a part of this

Agreement.

**ARTICLE
13
NOTICES**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first class postage prepaid:

(a) If to the Seller, to:

STEPHEN T. PROCTOR
2150 49th Street North, Suite B
St. Petersburg, FL 33710

(b) If to Purchaser, to:

STEPHEN T. PROCTOR
2150 49th Street North, Suite B
St. Petersburg, FL 33710

**ARTICLE
14
ASSIGNMENT**

This agreement or any right hereunder shall not be assigned by the Seller. This Agreement and the rights of Purchaser hereunder may be assigned by the Purchaser to one or more wholly owned subsidiaries of the Purchaser whose performance of the Purchaser's obligations hereunder shall be deemed to be performance by the Purchaser, and the word "Purchaser" as used herein shall, in the event of any such assignment, be deemed to include such subsidiary, except when used to described the shares of stock to be delivered.

**ARTICLE
15
HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**ARTICLE
16
REMEDIES NOT EXCLUSIVE**

No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by the Purchaser or the Seller shall not constitute a waiver of the right to pursue other available remedies.

**ARTICLE
17
COUNTERPARTS**

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE
18
CONSTRUCTION**

This Agreement shall be construed and enforced in accordance with the law of the State of Florida.

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Reorganization on this 3 day of November, 2014, but effective for all purposes as of September 30, 2014.

SELLER:

ADVANCED LAB SERVICES, INC., a
Florida Corporation


By: 
STEPHEN T. PROCTOR, President

ATTEST:


E. MARIE PROCTOR, Secretary

PURCHASER:

NEW GENERATION RESTORATION, INC.
a Florida Corporation

By: 
STEPHEN T. PROCTOR, President

ATTEST:


E. MARIE PROCTOR, Secretary

GUARANTY

In order to induce the execution by **ADVANCED LAB SERVICES, INC., a Florida Corporation**, the Seller in the foregoing Plan and Agreement of Reorganization, the undersigned, being all the stockholders of **NEW GENERATION RESTORATION, INC., a Florida Corporation**, the Purchaser, hereby covenant, represent, warrant, agree, and guarantee:

(1) That each of the representations, warranties, and agreements of the Purchaser is accurate and complete and will be accurate and complete at the time the Seller acquires the Purchaser's stock;


(2) That the undersigned will vote or cause to be voted all shares of the Purchaser's Common Stock in favor of the Agreement and the transactions contemplated therein and will take every action within their power to cause the Purchaser to carry out all of its undertakings pursuant to the Agreement; and

(3) To the extent provided for in Article 10 of the Agreement, that the undersigned will indemnify and hold the Seller harmless against any losses, damages, costs, or expenses which the Seller may sustain as a result of a breach of any of the foregoing representations, warranties, or agreements by the undersigned or a breach by the Purchaser of any of the representations, warranties, or agreements contained in the Agreement; it being expressly understood that the term Seller in this guaranty shall be deemed to include any nominee, designee, successor, or assignee of the Seller.

The consideration paid by the Seller to the Purchaser pursuant to the Agreement does not include the value of the agreements included herein.



STEPHEN T. PROCTOR, Stockholder



E. MARIE PROCTOR, Stockholder

Dated: 11/19/2014

GUARANTY

In order to induce the execution by **NEW GENERATION RESTORATION, INC., a Florida Corporation**, the Purchaser in the foregoing Plan and Agreement of Reorganization, the undersigned, being all the stockholders of **ADVANCED LAB SERVICES, INC., a Florida Corporation** the Seller, hereby covenant, represent, warrant, agree, and guarantee:

(1) That each of the representations, warranties, and agreements of the Seller is accurate and complete and will be accurate and complete at the time the Purchaser acquires the Seller's assets and property;

(2) That the undersigned will vote or cause to be voted all shares of the Seller's Common Stock in favor of the Agreement and the transactions contemplated therein and will take every action within their power to cause the Seller to carry out all of its undertakings pursuant to the Agreement; and

(3) To the extent provided for in Article 10 of the Agreement, that the undersigned will indemnify and hold the Purchaser harmless against any losses, damages, costs, or expenses which the Purchaser may sustain as a result of a breach of any of the foregoing representations, warranties, or agreements by the undersigned or a breach by the Seller of any of the representations, warranties, or agreements contained in the Agreement; it being expressly understood that the term Purchaser in this guaranty shall be deemed to include any nominee, designee, successor, or assignee of the Purchaser.

The consideration paid by the Purchaser to the Seller pursuant to the Agreement does not include the value of the agreements included herein.


STEPHEN T. PROCTOR, Stockholder


E. MARIE PROCTOR, Stockholder

Dated: 11/3/2014

Schedule "1"
Contracts and Commitments

NONE

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name of the surviving corporation is: NEW GENERATION RESTORATION, INC., a Florida Corporation.

Second: The name and jurisdiction of the merging corporation is: ADVANCED LAB SERVICES, INC., a Florida Corporation.

Third: The terms and conditions of the merger are as follows: Pursuant to the provisions of Section 368(a)(1)(C) of the Internal Revenue Code, ADVANCED LAB SERVICES, INC., a Florida Corporation merged with and into NEW GENERATION RESTORATION, INC., a Florida Corporation. Additional terms and conditions of the merger are located in the Agreement of Reorganization attached hereto as Exhibit "A".

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows: said terms and conditions of the merger are located in the Agreement of Reorganization attached hereto as Exhibit "A".

Fifth: Amendment to the Articles of Incorporation of the surviving corporation are attached hereto as Exhibit "B".

NEW GENERATION RESTORATION, INC.,
a Florida corporation

By: 

STEPHEN T. PROCTOR
President

ADVANCED LAB SERVICES, INC.,
a Florida Corporation

By: 

STEPHEN T. PROCTOR
President

AGREEMENT OF
REORGANIZATION

AGREEMENT OF REORGANIZATION effective the 30th day of September, 2014, by and between ADVANCED LAB SERVICES, INC., a Florida Corporation, hereinafter called the "Seller", and NEW GENERATION RESTORATION, INC., a Florida Corporation, hereinafter called the "Purchaser".

RECITALS

A. Seller desires to exchange substantially all of its assets and business solely for the voting Common Stock of Purchaser and the assumption by Purchaser of certain liabilities and obligations of the Seller; and the Purchaser desires to acquire such assets and business, all as provided in this Agreement.

B. Seller and the Purchaser desire to adopt a plan of reorganization pursuant to the provisions of Section 368(a)(1)(C) of the Internal Revenue Code, as amended, upon the terms and conditions hereinafter set forth.

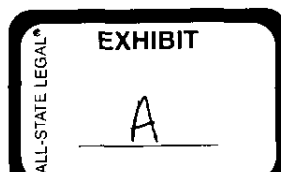
NOW THEREFORE, in order to consummate this Agreement of Reorganization and in consideration of the mutual benefits to be derived therefrom and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE

1

Purchaser's Acquisition of Business and Assets of the Seller

1.01. Upon the terms and subject to all of the conditions herein and the performance by each of the Parties hereto of their respective obligations hereunder, the Seller hereby agrees to convey, transfer, assign, and deliver to the Purchaser and the Purchaser agrees to acquire and accept from the Seller as hereinafter provided, on the Closing Date, all the assets, property, and business of the Seller as a going concern, owned by it on the Closing Date, of whatever kind and character, real and personal, tangible and intangible, known and unknown, and wherever located, and whether or not recorded on Seller's books, and including without limitation, its goodwill, its right to the use of its name, and all of its books and records (except its general ledgers and journals) relating to its business, but not including, however, the rights of the Seller in, to, and under this Agreement, the Seller's charter to be a corporation, its stock record books, its corporate minute books, its corporate seal, and other corporate records having exclusively to do with its corporate organization and capitalization. All books and records retained by the Seller shall be open for inspection by the Purchaser at any time during regular business hours after the Closing Date and the Purchaser may, at its own expense, make such copies of and excerpts therefrom as it may deem desirable. The assets and properties to be conveyed, transferred, assigned, and delivered on the Closing Date shall, without limitation, include all assets and properties of the Seller shown on the financial statement (including but not limited



to the Statement of Assets, Liabilities, and Equities and Statement of Revenues and Expenses, herein after referred to as "Financial Statements") of Seller as of September 30, 2014 heretofore delivered to the Purchaser by the Seller, with only such changes therein as (1) shall have occurred in the ordinary course of the Seller's business between September 30, 2014 and the Closing Date hereunder, in transactions not inconsistent with any of Seller's representations, warranties, and agreements hereinafter set forth; or (2) may be consented to or approved by the Purchaser in writing.

Reorganization Expenses

1.02. Purchaser will pay all expenses (for Seller and Purchaser) in connection with or related to the transfer of assets and business pursuant to this Agreement (including applicable state and local sales taxes) or in connection with the Seller's liquidation and dissolution.

ARTICLE

2

CONSIDERATION FOR ACQUISITION OF BUSINESS AND ASSETS

Subject to the terms and conditions of this Agreement, and in full consideration for the transfers and assignments by the Seller to the Purchaser provided for herein:

Common Stock

2.01. On the Closing Date the Purchaser shall deliver to the Seller a certificate or certificates registered in the name of the Seller for an aggregate of one hundred (100) shares of the Common Stock, par value \$1.00 per share, of the Purchaser.

Assumption of Certain Liabilities and Obligations

2.02. The Purchaser shall deliver to the Seller on the Closing Date, subject to the provisions of Article 3, hereof, an undertaking or undertakings whereby Purchaser assumes and agrees to discharge:

(1) All of the liabilities and obligations of Seller which are disclosed on the aforementioned Financial Statements as of September 30, 2014, in the amounts thereof recorded on its books as of the Closing Date;

(2) All liabilities and obligations of the Seller reflected on its books of account on the Closing Date which have been incurred between September 30, 2014, and the Closing Date in transactions in the usual and ordinary course of business of the Seller, provided such course of business is consistent with the business practices heretofore followed by the Seller, but only to the extent such liabilities or obligations were incurred in transactions which were not inconsistent with the representations, warranties, and agreements of Seller contained herein; and

(3) All obligations under contracts and commitments listed in the Schedule of

Contracts and Commitments attached hereto as Schedule "1", and all obligations under contracts and commitments incurred between the date hereof and the Closing Date in transactions in the ordinary course (1) All of the liabilities and obligations of Seller which are disclosed on the aforementioned Financial Statements as of September 30, 2014, in the amounts thereof recorded on its books as of the Closing Date;

Such undertaking or undertakings shall not in any way limit the Purchaser's right of recourse for any breach of covenants, representations, or warranties herein contained. Nothing contained herein shall be deemed to foreclose the Purchaser from contesting, in good faith, the Seller's and the Purchaser's duties and liabilities to third parties.

ARTICLE

3

LIABILITIES AND OBLIGATIONS NOT ASSUMED

The Purchaser shall not be obligated to pay any liabilities or discharge any obligations except those specifically assumed under this Agreement or an Assignment executed contemporaneous with this Agreement, without limitation, the Purchaser shall not assume, pay, perform, or discharge, unless assumed under this Agreement or an Assignment executed contemporaneous with this Agreement:

- (1) Liabilities or obligations of the Seller to its stockholders as such respecting dividends, distributions to its stockholders in liquidation, redemptions of stock, or otherwise;
- (2) Liabilities or obligations of the Seller under or with respect to any transactions occurring after the Closing Date;
- (3) Liabilities or obligations of the Seller incurred in connection with or related to this Agreement or the transactions contemplated hereby;
- (4) Liabilities or obligations of the Seller to Purchaser created by this Agreement.

ARTICLE

4

THE CLOSING AND CERTAIN RELATED MATTERS

4.01. Closing. The Closing, as such term is herein employed, shall be effective as of September 30, 2014, and shall be held on the 3rd day of November, 2014 at 13535 Feather Sound Drive, Suite 200, Clearwater, FL 33762. The time and date of such Closing is referred to in this Agreement of Reorganization as the Closing Dated.

4.02. Instruments of Conveyance and Transfer. The conveyance, transfer, assignment,

and delivery of the assets and property of the Seller as herein provided shall be effected by bills of sale, endorsements, assignments, drafts, checks, and other instruments of transfer and conveyance in such form as shall be effective to transfer the Seller's business, property, and assets, as contemplated by this Agreement, with all necessary documentary stamps (federal, state, or local) purchased (if any), affixed, and canceled, and as shall reasonably be required by the Purchaser or its counsel.

4.03. **Sales and Transfer Taxes and Fees.** All applicable sales, transfer, documentary, use, filing, and other taxes and fees that may be due or payable as a result of the conveyance, assignment, transfer, or delivery of the property, assets, or business to be conveyed and transferred as provided herein whether levied on the Seller or the Purchaser shall be borne by Purchaser. The parties agree that Purchaser shall pay any such taxes, subject to its right in good faith to contest the validity or amount thereof by proper proceedings at its expense.

4.04. **Further Assurances.** The Seller agrees that it will, at any time and from time to time after the Closing Date, upon request of the Purchaser, do, execute, acknowledge, and deliver or will cause to be done, executed, acknowledged, and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may in the Purchaser's reasonable opinion be necessary or advisable to confirm the Purchaser's title to and interest in or to enable it to deal with and dispose of, any of the business, assets, and property to be conveyed, transferred, and delivered by the Seller to the Purchaser under this Agreement.

4.05. **Liquidation and Dissolution of Seller.** Seller hereby agrees that in compliance with the applicable laws of the State of Florida it shall call a special meeting of the holders of its capital stock entitled to vote thereon, not later than September 30, 2014, for the purpose of approving this Agreement, the transfer of its assets to Purchaser and the change of name and liquidation and dissolution of the Seller hereinafter provided for. Seller shall use its best efforts to cause its shareholders to adopt this Agreement, the transfer of its assets, the plan for changing its name, and the plan of liquidation and distribution.

4.06. **Change of Name.** Immediately after Closing, Purchaser shall continue to use its current name, NEW GENERATION RESTORATION, INC. and Seller will initiate proceedings to dissolve its corporate existence and liquidate its affairs as soon as practicable.

ARTICLE

5

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE SELLER

The Seller hereby represents, warrants, and agrees as follows (the truth and accuracy of each of representations and warranties and the truth and accuracy of each document, schedule, and certificate furnished as hereinafter stated shall constitute a condition precedent to the Purchaser's obligations hereunder):

5.01. **Organizations, Capitalization, and Good Standing of the Seller.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as now conducted, and

is entitled to own or lease and operate the property and assets now owned, leased, or operated by it. Seller is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business or the character of its property makes such qualification necessary. The authorized capital stock of Seller consists of Five Hundred (500) shares of Common Stock, par value \$1.00 per share, of which Five Hundred (500) shares are issued and outstanding. All of the outstanding stock of the Seller is validly issued, fully paid, and nonassessable, and no shares of the Seller are held by Seller in its treasury or otherwise. There are no existing options, warrants, calls, or commitments of any character relating to the Seller's authorized and unissued capital stock. The Seller has no corporate affiliates and no subsidiaries.

5.02. **Authority of the Seller.** The execution of this Agreement by the Seller, and the transfers, conveyances, assignments, and deliveries contemplated hereby, as well as the other transactions contemplated hereby, have been duly authorized by the Seller's directors. The Seller has delivered to the Purchaser a true and correct copy of the resolution of its Board of Directors authorizing the execution of this Agreement and the performance by the Seller of its obligations hereunder, certified by the Secretary or an Assistant Secretary of the Seller. The execution of this Agreement by the Seller and the consummation of the transactions contemplated hereby do not and will not violate the provisions of the Seller's Articles of Incorporation, Bylaws, or the provisions of any note of which the Seller is the maker or of any indenture, agreement, or other instrument to which the Seller is a party or by which Seller or its property is bound.

5.03. **Tax Returns and Audits.** The Seller has filed all federal, state, and local tax returns which are required to be filed and has paid or made provision for the payment of all taxes which have or may have been due pursuant to such returns or to assessments received. There are no claims pending or threatened for taxes against the Seller in excess of the amounts reflected on its books and Financial Statements for such taxes. The Seller has heretofore delivered to the Purchaser copies of its federal, state, and local tax returns for all taxable years from January 1, 1982 through September 30, 2014, constituting complete and accurate representations of its tax liabilities for such years and accurately reflecting the Seller's position with respect to future tax liabilities by accurately setting forth all relevant items, including the tax bases of all assets. The federal income tax returns of the Seller have never been examined by the Internal Revenue Service. No waivers of statutes of limitations have been given. All such returns and reports have been prepared on the same basis as those of previous years, and all federal, state, and local income, profits, franchise, sales, use, occupation, property, excise, or other taxes have been fully paid or adequately reserved. No deficiencies on any of Seller's tax returns or reports have been threatened as of the date hereof.

All tax returns and reports of the Seller which have not yet been filed prior to the date hereof (including those relating to periods after the Closing) shall be prepared by the Purchaser on behalf of the Seller. The Seller and Purchaser agree to use its best efforts to obtain all extensions of time from government authorities necessary to effectuate this provision.

5.04. Condition of Tangible Assets. All of the assets of Seller of a tangible nature are and will on the Closing Date be in good repair and workmanlike condition, capable of performing the functions and purposes for which such items are normally used, and all items of inventory will be of merchantable quality and capable of being sold in the ordinary course of the Seller's business.

5.05. Litigation. Except as indicated on the Schedule furnished under subparagraph 2.02, there are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened against Seller or its business, properties, or assets at law or in equity before or by any federal, state, municipal, or other governmental court, department, commission, agency, or instrumentality, domestic or foreign. Seller has complied with all laws, ordinances, requirements, regulations, decrees, and orders applicable to its business or property.

5.06. Indebtedness to or by Officers, Directors, and Stockholders. On the Closing Date, the Seller shall not be indebted to any of those persons who on the date hereof were stockholders, officers, or directors of the Seller, or to their respective spouses or children or affiliated companies, in any amount whatsoever other than for salaries and for amounts due under the agreements or plans listed on the Schedules of Contracts and Commitments furnished to the Purchaser pursuant to subparagraph 2.02, hereof, and none of such persons shall be indebted in any amount whatsoever to the Seller, other than those liabilities assumed under this Agreement or an Assignment executed contemporaneous with this Agreement.

5.07. No Dealers. All negotiations relative to this Agreement and the transaction contemplated hereby have been carried on by Seller or its counsel directly with Purchaser or its counsel, and neither the Seller nor any of its officers, directors, or stockholders is under any obligation or commitment whereby any dealer's, broker's, finder's, or other commission, fee, or compensation is payable or whereby any claim therefor may be validly made with respect to the transactions contemplated by this Agreement.

5.08. Cessation of Seller's Business. From and after the Closing Date, Seller (1) will refrain from using its present corporate name or any variations thereof, and from authorizing the use of such name and any variations thereof by others in connection with any transactions of a business nature; (2) will not engage in any activity except as required to complete its liquidation and dissolution as provided for in this Agreement; and (3) until given written permission by Purchaser, Seller will not finally dissolve but will retain its corporate existence in order to prosecute any action or claim for refund, or otherwise to obtain for Purchaser, the benefit of any assets transferred or intended to be transferred by this Agreement.

5.09. Transferability. Except as provided for in the Schedule furnished pursuant to subparagraph 2.02, the rights of the Seller to all its property, assets, and business, including without limitation, prepaid expenses and intangibles, are freely transferable.

5.10. Material Misstatements or Omissions. Each Schedule and Certificate furnished

hereunder is true, correct, and complete. No representation or warranty by the Seller in this Agreement nor any document, statement, certificate, or schedule furnished or to be furnished to the Purchaser pursuant hereto, or in connection with transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

5.11. Representations and Warranties at Closing. Except as express otherwise provided herein, the representations and warranties of the Seller set forth in this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such time.

ARTICLE

6

REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants as follows:

6.01. Organization, Good Standing, and Authority of the Purchaser. Purchaser is a corporation duly organized and existing and in good standing under the laws of the State of Florida and has the corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets it now owns or operates. The execution of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Purchaser's Articles of Incorporation or Bylaws, or any provisions of any agreement to which the Purchaser is a party or by which it is bound. The Stockholders and the Board of Directors of the Purchaser have taken all action required by law, its Articles of Incorporation, its Bylaws, or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

6.02. Capitalization of Purchaser. The Purchaser has an authorized capitalization of 1,000 shares of Common Stock, par value \$1.00 per share, 500 shares of which were outstanding on the date hereof. There are no outstanding obligations, options, or rights to acquire shares of capital stock of any class of the Purchaser or any outstanding securities or other instruments convertible into shares of capital stock of the Purchaser.

6.03. Common Stock of Purchaser to Be Delivered. The shares of the Purchaser's Common Stock to be delivered pursuant to this Agreement, when so delivered, will have been duly and validly authorized and issued by the Purchaser and will be fully paid and nonassessable.

6.04. Financial Statements. The Financial Statement of the Purchaser as of September 30, 2014, and the statements of income for the two (2) years then ended heretofore delivered to Seller, have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position of the Purchaser as

of such date and the income of the Purchaser for such period. Since September 30, 2014, there has not been and prior to the Closing there will not be any event or condition of any character materially adversely affecting the Purchaser business or property.

6.05. **Litigation.** There is no claim, suit, action, or other proceeding pending, or to the knowledge of the Purchaser, threatened against the Purchaser which might materially and adversely affect the financial condition, properties, and assets of the Purchaser and its subsidiaries as a whole.

6.06. **Material Misstatements or Omissions.** No representation or warranty by the Purchaser in this Agreement nor any document, statement, certificate, or schedule furnished or to be furnished to the Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

6.07. **Representations and Warranties at Closing.** Except as expressly herein otherwise provided, the representations and warranties of the Purchaser set forth in this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such time.

ARTICLE

7

CONDUCT OF THE SELLER'S BUSINESS PENDING THE CLOSING

The Seller hereby covenants and agrees that from the date hereof and until the Closing (the fulfillment of each of such covenants and agreements hereby constituting a condition precedent to the Purchaser's obligations hereunder):

7.01. **Investigation by Purchaser.** The Seller will permit the officers, accountants, attorneys, and other representatives of the Purchaser to enter upon its principal place of business and other of its premises and to have access to and examine and make copies from its books, records, and files during business hours, and the Seller shall furnish to the Purchaser such information as the Purchaser may reasonably request in connection with this Agreement and the transactions described herein. Seller will direct its independent accountants to cooperate with the Purchaser's representatives and to disclose the results of audits (and work papers relating thereto) by Seller's accountants pertaining to the Seller's business and affairs.

7.02. **Carry on in Regular Course.** The Seller actively and to the best of its management's ability will conduct its business in the same manner and under the same business policies as was the case prior to the date hereof, including maintaining of normal and usual inventories so as to supply the requirements of its customers; and during such period Seller will not dispose of any of its assets or properties or incur any obligation other than in transactions in the usual and ordinary course of business, provided such course of business is

consistent with the business practices heretofore followed by the Seller, or take any action which may adversely affect the goodwill or the normal conduct of the business to be sold and transferred to the Purchaser hereunder.

7.03. Articles of Incorporation and Bylaws. No change will be made in the Seller's Articles of Incorporation or Bylaws without the prior written consent of the Purchaser.

7.04. Distribution to Stockholders. The Seller will not pay any dividend or make any other distribution or payment with respect to its capital stock nor will the Seller redeem, purchase, or otherwise reacquire any of its capital stock.

7.05. Issuance of Capital Stock. The Seller will not issue any additional shares of capital stock, or issue or grant any options or rights with respect to the same, for consideration or otherwise.

7.06. Consents of Others. On or prior to the Closing Date, Seller will obtain and deliver, in respect of the assignment and transfers of properties, assets, licenses, contracts, and agreements herein provided to be assigned and transferred to the Purchaser

- (1) All consents, approvals, waivers, or permits to such assignment and transfer from each person or governmental authority whose consent, approval, waiver, or permit to such assignment and transfer may be required in the judgment of counsel for Purchaser; and
- (2) Representations of each person or authority whose consent, approval, waiver or permit is so required that Seller is not in default in performance of any of its obligations to such person or authority.

With respect to those assets or properties which are assignable only with the consent of one or more third parties, the Seller represents and warrants that it has not received any indication that any of the necessary consents may not be obtainable.

7.07. Officers' Certificates. On the Closing Date the Seller shall deliver to the Purchaser certificates dated the Closing Date executed by its President, Secretary, and Treasurer, stating that all of the representations, warranties, and agreements of the Seller contained in this Agreement were true, accurate, and complete when made and are true, accurate, and complete as if made on and as of the Closing Date; that since January 1, 2014, there has not been any materially adverse change in the financial condition of the Seller; and that the agreements and covenants of the Seller contained in Articles 5 and 7, and in other articles hereof, shall have been complied with in every respect as of the Closing Date, provided that the Purchaser shall not be required to accept such certificate if it is then known by the Purchaser to be incorrect.

ARTICLE

CONDITIONS PRECEDENT TO THE EXCHANGE OF PURCHASER

The obligation of the Purchaser to consummate this Agreement is subject to and conditioned on the satisfaction at or prior to the Closing of each of the following conditions:

8.01. **Compliance With Agreement.** All the terms and conditions of this Agreement to be complied with and performed by the Seller on or before Closing Date, including the delivery to the Purchaser of all schedules, documents, and instruments required to be delivered to the Purchaser by this Agreement, shall have been complied with and performed, and Seller shall have delivered on the Closing Date to the Purchaser the certificates referred to in Paragraph 7.07, hereof.

8.02. **Lack of Consents.** All consents, approvals, authorizations, or orders of any court or governmental agency or administrative body which are required for consummation of the transactions contemplated by this Agreement have been obtained and are in effect as of the Closing Date.

8.03. **No Restraining Action.** No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

8.04. **No Contracts Terminated.** The Seller shall not have had any contract or contracts, which in the aggregate would materially affect its business, terminated prior to the Closing.

8.05. **No Damage to Assets.** At the time of the Closing, the machinery, equipment, inventory, or other tangible property of the Seller shall not have suffered loss or damage on account of fire, flood, accident, act of war, civil commotion, or any other cause or event beyond the reasonable power and control of the Seller (whether or not similar to the foregoing), to an extent which substantially affects the value of the properties and assets of the Seller. Loss or damage shall be considered to affect substantially the value of said properties and assets within the meaning of this Paragraph if the book value of such properties and assets so lost or damaged exceeds five (5) percent in book value of all such tangible properties and assets.

ARTICLE

9

CONDITIONS PRECEDENT TO THE EXCHANGE BY SELLER

The obligations of the Seller to consummate this Agreement are subject to and conditioned upon the satisfaction at or prior to the Closing of each of the following conditions:

9.01. **Compliance With Agreement.** All of the terms and conditions of this Agreement to be complied with and performed by the Purchaser on or before the Closing Date

shall have been complied with and performed.

9.02. Officers' Certificate. On the Closing Date the Purchaser shall deliver to the Seller a certificate executed by its President and Secretary or Assistant Secretary to the effect that all of the representations and warranties of the Purchaser contained in this Agreement are true and accurate as of the Closing Date.

ARTICLE 10 INDEMNIFICATION

10.01. Survival of Representations and Warranties. All representations, warranties, and guarantees made by the parties each to the other in this Agreement or pursuant hereto shall survive the Closing except to the extent provided herein or specifically waived in writing by either of them, notwithstanding any investigation heretofore or hereafter made by any of them or on the behalf of any of them.

10.02. Indemnification by Seller. Seller will indemnify Purchaser and hold it harmless, at all times after the date of this Agreement, against and in respect of (including in each case Counsels' fees):

- (1) All liabilities and obligations of, or claims against the Seller not expressly assumed by Purchaser;
- (2) Nonpayment of accounts receivable or notes receivable appearing on the books of Seller at the close of business on the Closing Date;
- (3) Any and all damage, loss, deficiency, costs, and expenses resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation on the part of the Seller under this Agreement or from any misrepresentation in, omission from, or occasioned by any certificate or other instrument furnished or to be furnished to the Purchaser under this Agreement; and
- (4) Any and all actions, suits proceedings, demands, assessments, judgments, costs, and legal and other expenses incident to any of the foregoing; provided, however, that the Seller will indemnify the Purchaser as provided in this Paragraph 10.02 in respect of any damage, loss, a deficiency, cost, or expense arising by reason of a misrepresentation, breach of warranty, or nonfulfillment of an obligation on the part of Seller in connection with any provision of this Agreement insofar as any such other provisions shall contain representations and warranties with respect to the same subjects, only to the extent that such damages, losses, deficiencies, costs, and expenses exceed \$1,000.00, in the aggregate; and further provided that if any federal income

tax deficiency is based on a revaluation of inventory, the Purchaser shall assume such portion thereof as is not in excess of the tax benefit resulting from the tax basis attributable to such revaluation. There shall be no damage when an unrecorded asset of Seller is obtained in a transaction in which an undisclosed liability, not exceeding the value of such asset, arose.

10.03. Indemnification by Purchaser. The Purchaser will indemnify the Seller and hold it harmless, at all times after the date of this Agreement, against and in respect of (including in each case Counsels' fees):

- (1) Any and all damage, loss, cost, and expense resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation on the part of Purchaser under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished to Seller hereunder; and
- (2) Any and all actions, suits, proceedings, demands, assessments, judgments, costs, and legal and other expenses incident to the foregoing. If Purchaser is required to indemnify Seller pursuant to this Paragraph 11.03 such indemnification shall be made as soon as practicable after determination of the necessary amount by payment of such amount by cashier's check.

ARTICLE 11 WAIVER

Each party may, at its option, waive in writing any or all of the conditions herein contained, to which its obligations hereunder are subject.

ARTICLE 12 AMENDMENTS

This Agreement contains the entire agreement between the parties hereto; however, the Purchaser and the Seller, by mutual consent of their respective Boards of Directors, or officers authorized by such Boards, may, at any time prior to the Closing Date, abandon the transaction contemplated herein, or may amend or modify this Agreement in such manner as may be agreed upon, by a written instrument executed by Seller and Purchaser. All schedules and exhibits referred to herein shall be deemed to be incorporated in and made a part of this

Agreement.

**ARTICLE
13
NOTICES**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first class postage prepaid:

(a) If to the Seller, to:

STEPHEN T. PROCTOR
2150 49th Street North, Suite B
St. Petersburg, FL 33710

(b) If to Purchaser, to:

STEPHEN T. PROCTOR
2150 49th Street North, Suite B
St. Petersburg, FL 33710

**ARTICLE
14
ASSIGNMENT**

This agreement or any right hereunder shall not be assigned by the Seller. This Agreement and the rights of Purchaser hereunder may be assigned by the Purchaser to one or more wholly owned subsidiaries of the Purchaser whose performance of the Purchaser's obligations hereunder shall be deemed to be performance by the Purchaser, and the word "Purchaser" as used herein shall, in the event of any such assignment, be deemed to include such subsidiary, except when used to described the shares of stock to be delivered.

**ARTICLE
15
HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**ARTICLE
16
REMEDIES NOT EXCLUSIVE**

No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by the Purchaser or the Seller shall not constitute a waiver of the right to pursue other available remedies.

**ARTICLE
17
COUNTERPARTS**

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE
18
CONSTRUCTION**

This Agreement shall be construed and enforced in accordance with the law of the State of Florida.

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Reorganization on this 3 day of November, 2014, but effective for all purposes as of September 30, 2014.

SELLER:

ADVANCED LAB SERVICES, INC., a
Florida Corporation

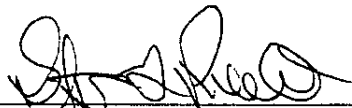
By: 
STEPHEN T. PROCTOR, President

ATTEST:


E. MARIE PROCTOR, Secretary

PURCHASER:

NEW GENERATION RESTORATION, INC.
a Florida Corporation

By: 
STEPHEN T. PROCTOR, President

ATTEST:


E. MARIE PROCTOR, Secretary

GUARANTY

In order to induce the execution by **ADVANCED LAB SERVICES, INC., a Florida Corporation**, the Seller in the foregoing Plan and Agreement of Reorganization, the undersigned, being all the stockholders of **NEW GENERATION RESTORATION, INC., a Florida Corporation**, the Purchaser, hereby covenant, represent, warrant, agree, and guarantee:

(1) That each of the representations, warranties, and agreements of the Purchaser is accurate and complete and will be accurate and complete at the time the Seller acquires the Purchaser's stock;

(2) That the undersigned will vote or cause to be voted all shares of the Purchaser's Common Stock in favor of the Agreement and the transactions contemplated therein and will take every action within their power to cause the Purchaser to carry out all of its undertakings pursuant to the Agreement; and

(3) To the extent provided for in Article 10 of the Agreement, that the undersigned will indemnify and hold the Seller harmless against any losses, damages, costs, or expenses which the Seller may sustain as a result of a breach of any of the foregoing representations, warranties, or agreements by the undersigned or a breach by the Purchaser of any of the representations, warranties, or agreements contained in the Agreement; it being expressly understood that the term Seller in this guaranty shall be deemed to include any nominee, designee, successor, or assignee of the Seller.

The consideration paid by the Seller to the Purchaser pursuant to the Agreement does not include the value of the agreements included herein.



STEPHEN T. PROCTOR, Stockholder



E. MARIE PROCTOR, Stockholder

Dated: 11/19/2014

GUARANTY

In order to induce the execution by **NEW GENERATION RESTORATION, INC., a Florida Corporation**, the Purchaser in the foregoing Plan and Agreement of Reorganization, the undersigned, being all the stockholders of **ADVANCED LAB SERVICES, INC., a Florida Corporation** the Seller, hereby covenant, represent, warrant, agree, and guarantee:

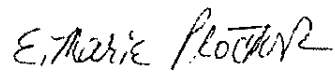
(1) That each of the representations, warranties, and agreements of the Seller is accurate and complete and will be accurate and complete at the time the Purchaser acquires the Sellers assets and property;

(2) That the undersigned will vote or cause to be voted all shares of the Seller's Common Stock in favor of the Agreement and the transactions contemplated therein and will take every action within their power to cause the Seller to carry out all of its undertakings pursuant to the Agreement; and

(3) To the extent provided for in Article 10 of the Agreement, that the undersigned will indemnify and hold the Purchaser harmless against any losses, damages, costs, or expenses which the Purchaser may sustain as a result of a breach of any of the foregoing representations, warranties, or agreements by the undersigned or a breach by the Seller of any of the representations, warranties, or agreements contained in the Agreement; it being expressly understood that the term Purchaser in this guaranty shall be deemed to include any nominee, designee, successor, or assignee of the Purchaser.

The consideration paid by the Purchaser to the Seller pursuant to the Agreement does not include the value of the agreements included herein.


STEPHEN T. PROCTOR, Stockholder


E. MARIE PROCTOR, Stockholder

Dated: 11/3/2014

Schedule "1"
Contracts and Commitments

NONE

**AMENDMENT TO
ARTICLES OF INCORPORATION
OF
NEW GENERATION RESTORATION, INC.
a Florida corporation**

FIRST: The articles of incorporation were filed on August 17, 2005 and assigned document number P05000115168.

SECOND: The following amendment to the Articles of Incorporation were adopted by the Corporation:

"Article IV.

The maximum number of shares of stock that this corporation is authorized to have outstanding at any time shall consist of one thousand (1,000) shares of common stock, having no par value."


THIRD: This Amendment to Articles of Incorporation shall be effective September 30, 2014, notwithstanding the date and at the time filed by the Department of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned President of the corporation has caused this Amendment to Articles of Incorporation to be effective as of September 30, 2014 and executed on this 3 day of November, 2014.

**NEW GENERATION RESTORATION,
INC.,**

a Florida corporation

By: _____


STEPHEN T. PROCTOR
President

