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TALLAHASSEE, FLORIDA

2013 MAR -1 AM 11:12

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Merger

MAR 6 2013

T. LEWIS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ECO CONVERGENCE GROUP, INC.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Robert Ramsey

Contact Person

Eco Convergence Group, Inc.

Firm/Company

1846 Carillon Park Dr.

Address

Oviedo, FL 32765

City/State and Zip Code

ctoma2000@yahoo.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert Ramsey

Name of Contact Person

At (850)

259 2434

Area Code & Daytime Telephone Number



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Eco Convergence Group, Inc.</u>	<u>Delaware</u>	<u>4808397</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Iveron Materials, Inc.</u>	<u>Florida</u>	<u>P07000035392</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 17, 2012.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on February 18, 2013.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

Director

Robert Ramsey, CEO

Iveron Materials, Inc.

Stan

Cristian Toma, President

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	20%
65-74	15%
75-84	10%
85+	5%

Figure 1

1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 11000 12000 13000 14000 15000 16000 17000 18000 19000 20000 21000 22000 23000 24000 25000 26000 27000 28000 29000 30000 31000 32000 33000 34000 35000 36000 37000 38000 39000 40000 41000 42000 43000 44000 45000 46000 47000 48000 49000 50000 51000 52000 53000 54000 55000 56000 57000 58000 59000 60000 61000 62000 63000 64000 65000 66000 67000 68000 69000 70000 71000 72000 73000 74000 75000 76000 77000 78000 79000 80000 81000 82000 83000 84000 85000 86000 87000 88000 89000 90000 91000 92000 93000 94000 95000 96000 97000 98000 99000 100000

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	20%
65-74	15%
75-84	10%
85+	5%

100

[illegible]



AGREEMENT AND PLAN OF MERGER

By and Among

Eco Convergence Group, Inc.

And

Iveron Materials, Inc.

AGREEMENT AND PLAN OF MERGER, dated as of February 19, 2013 ("Agreement"), among **Eco Convergence Group, Inc.**, a Delaware corporation ("ECG"), and **Iveron Materials, Inc.** ("Iveron"), a Florida corporation.

The Boards of Directors of ECG and Iveron have each approved the merger ("Merger") of Iveron with and into ECG with the express intention that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") be accounted for as a pooling of interests.

Further, each shareholder of Iveron is the owner of such number and classes of shares of capital stock (the "Shares") of Iveron as is set forth in Schedule 1(a) hereto (the "Iveron Ownership Table"), such Shares collectively represent 100% of the issued and outstanding shares of capital stock of Iveron.

In consideration of the foregoing and the mutual covenants and agreements herein contained, ECG and Iveron hereby agree as follows:

1. The Merger.

(a) The Merger At the Effective Time (as defined in Section 1(b)) and subject to and upon the terms and conditions of this Agreement, Delaware Law and Florida Law, Iveron shall be merged with and into ECG, and ECG shall continue as the surviving corporation. ECG as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation." In connection with the Merger, the Surviving Corporation shall not change its name.

(b) Effective Time; Closing.

(i) As promptly as practicable after the Closing (as defined in paragraph (ii) below), the parties hereto shall cause the Merger to be consummated by (A) filing an agreement of merger or any other required documents with the Secretary of State of the State of Florida, if applicable, in such forms as required by, and executed in accordance with the relevant provisions of, Florida Law and (B) filing a certificate of merger and any



other required documents with the Secretary of State of the State of Delaware, if applicable, in such forms as required by, and executed in accordance with the relevant provisions of Delaware Law. When used in this Agreement, the term "Effective Time" shall mean the date and time at which the Merger shall be filing with and acceptance from the State of Delaware.

(ii) The Closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at the offices of 1846 Carillon Park Drive, Oviedo, FL 32765, at 1:00 P.M., East Coast time, on a date designated by ECG upon two business days' prior notice of the satisfaction or waiver of the conditions set forth in Sections 6 and 7 (the "Closing Date"), but in no event later than February 28, 2013, unless the parties shall agree upon a later date.

(c) Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the rights, privileges, powers, franchises, and property of Iveron shall vest in the Surviving Corporation, and all restrictions, disabilities, duties, debts, and liabilities of Iveron shall become the restrictions, disabilities, duties, debts, and liabilities of the Surviving Corporation.

(d) Certificate of Incorporation; By-Laws. At the Effective Time, the Certificate of Incorporation of ECG shall be the Certificate of Incorporation of the Surviving Corporation, and the By-Laws of ECG shall be the By-Laws of the Surviving Corporation, and shall continue in full force and effect until thereafter amended.

(e) Directors and Officers. The directors and officers set forth on Schedule 1(b) hereto shall be the directors and officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

(f) Consideration; Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of ECG or Iveron,

(i) each share of common stock of Iveron held in the treasury of Iveron shall be cancelled and retired without payment of any consideration therefor and cease to exist; and

(ii) each share of capital stock of Iveron shall be exchanged for validly issued, fully paid and non-assessable shares of common stock, par value \$.01 per share, of ECG ("ECG Common Stock") as follows (the "Merger Consideration"):

(A) each share of common stock of Iveron shall be converted into the right to receive **3,724** shares of ECG Common Stock,

There are no secondary classes of Preferred Stock ("Preferred"), Stock Options ("Options") or Convertible Warrants ("Warrants") issued or outstanding in Iveron.



(g) Surrender and Payment.

(i) Except as set forth in Section 1(h) below, each holder of Shares that have been converted into a right to receive the Merger Consideration, upon surrender at Closing of a certificate or certificates representing such Shares, together with properly executed stock powers and stock transfer stamps covering such Shares, will be entitled to receive the Merger Consideration payable in respect of such Shares, which Merger Consideration shall be delivered at the Closing.

(ii) All certificates representing Shares outstanding prior to the Closing Date shall continue to evidence ownership of shares of ECG Common Stock until such Shares are surrendered and exchanged as provided herein. All certificates representing Shares outstanding prior to the Closing Date shall be presented to ECG at the Closing and shall be canceled and exchanged for the Merger Consideration provided for, and in accordance with the procedures set forth, in this Agreement. The Merger Consideration delivered upon the surrender for exchange of the Shares in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such Shares, and after the Effective Time, there shall be no further registration or transfers of Shares outstanding prior to the Closing Date.

(iii) No fractional shares of ECG Common Stock shall be issued upon conversion of Shares. In lieu of any fractional share of ECG Common Stock to which the holder of Shares would otherwise be entitled, ECG shall round to the nearest whole share of ECG Common Stock.

(h) Escrow Indemnity Account. Promptly after the Closing Date, ECG shall deliver to the escrow agent (the "Escrow Agent") under the escrow agreement dated the Closing Date, substantially in the form of Exhibit A hereto (the "Escrow Indemnity Agreement"), a certificate representing a number of shares of ECG Common Stock equal to fifty percent (50%) of the Merger Consideration, to be held pursuant to the provisions of Section 13(d) of this Agreement and the Escrow Indemnity Agreement to be held in an escrow account (the "Escrow Indemnity Account") pursuant to the terms of the Escrow Indemnity Agreement.

2. Representations and Warranties of Iveron.

Iveron represents, warrants and agrees that:

(a) Ownership and Delivery of the Shares and Execution and Effect of Agreement.

(i) Iveron has all necessary rights, power and authority to enter into and to deliver this Agreement and to perform the obligations hereunder and to consummate the transactions contemplated hereby, as well as all other agreements, certificates and documents executed or delivered, or to be executed or delivered, by Iveron in connection herewith, including the agreements listed pursuant to Section 6(c) hereof (collectively, with this Agreement, the "Iveron



Documents"). The execution and delivery of this Agreement by Iveron and the consummation by Iveron of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Iveron, and no other corporate proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Each of Iveron Documents have been duly and validly executed and delivered by Iveron, and, assuming the due authorization, execution and delivery of this Agreement by Iveron and ECG, are (or when executed and delivered will be) legal, valid and binding obligations of Iveron .

(ii) The board of directors of Iveron (A) has declared that this Agreement, the Merger and the other transactions contemplated hereby and thereby are advisable and in the best interests of the shareholders of Iveron, (B) has authorized, approved and adopted this Agreement, the Merger and the other transactions contemplated hereby and thereby, and (C) has taken appropriate action, pursuant to Florida Law and Delaware Law, to cause the Merger to become effective at the Effective Time.

(iii) This Agreement, the Merger and the other transactions contemplated hereby and thereby have been authorized, approved and adopted by more than a majority of the shareholders of Iveron.

(b) Organization and Qualification. Iveron is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the requisite power and authority to own, lease and operate its assets and properties and to conduct its business as it is now being conducted. Iveron is duly qualified or licensed as a foreign corporation to do business and is in good standing under the laws of those jurisdictions listed on Schedule 2(b) hereto, constituting each jurisdiction in which the conduct of its business or the ownership or leasing of its assets requires such qualification. The copies of Iveron's Articles of Incorporation, as amended (certified by the Secretary of State of Florida), and By-Laws (certified by the Secretary of Iveron), that have been previously delivered to ECG are correct and complete.

(c) Capitalization. Immediately prior to the Closing, the authorized capital stock of Iveron will consist of the following:

(i) Common Stock: 6,000,000 shares of ECG common stock, \$0.01 par value per share, will be issued and outstanding.

(d) Subsidiaries and Affiliates. The term "affiliate" shall mean any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Iveron. Iveron has no subsidiaries or affiliates and has no equity interest in any corporation, partnership, joint venture or other entity. Iveron has conducted its business only through Iveron.

(e) Financial Statements. Iveron has previously delivered to ECG(i) the balance sheets of Iveron as of December 31th, 2012 and the related unaudited statements of operations



and retained earnings and changes in financial position for the fiscal year then ended, as examined by December 31th, 2012; Iveron 's balance sheet as at December 31th, 2012 is hereinafter referred to as the "Unaudited Balance Sheet" and, together with the related statements of operations and retained earnings and changes in financial position for the fiscal year then ended, the " Unaudited Financials") and (ii) each of the foregoing financial statements is complete and correct, is in accordance with Iveron 's books and records, has been prepared in accordance with generally accepted accounting principles applied on a consistent basis ("GAAP"), and presents fairly the financial position, results of operations and changes in financial position of Iveron as at the dates and for the fiscal years indicated, subject, in the case of the Unaudited Balance Sheet, to year-end adjustments and notes required by generally accepted accounting principles.

(f) Liabilities. All liabilities of Iveron (whether accrued, un-matured, contingent, or otherwise and whether due or to become due, but not including Iveron's obligations to perform under contracts other than by the payment of money) are set forth or adequately reserved against on the face of the Unaudited Balance Sheet and the Unaudited Balance Sheet, in each case in accordance with generally accepted accounting principles consistently applied, except for liabilities incurred since December 31th, 2012 (with respect to the Unaudited Balance Sheet), or since December 31th, 2012 (with respect to the Unaudited Balance Sheet) in the ordinary course of business as theretofore conducted, which are not materially adverse to the operations or prospects of Iveron 's business. Iveron does not know of any basis for the assertion against Iveron of any other loss contingency of a nature defined by GAAP.

(g) No Adverse Change. To Iveron 's knowledge, since December 31st, 2012, Iveron has operated its business consistent with ordinary commercial business practices and only in the ordinary course of business as theretofore conducted, and consistent with a development stage Iveron , there has been no:

- (i) amendments or changes to the Articles of Incorporation or By-Laws of Iveron ;
- (ii) material adverse change in the business, properties, assets, liabilities, commitments, earnings, financial condition or prospects of Iveron ;
- (iii) damage or destruction to property or assets of Iveron resulting in a loss or cost to Iveron of more than \$10,000 in the aggregate, whether or not covered by insurance; or
- (iv) act or omission which, if taken or omitted after the date of this Agreement and before the Closing would conflict with Section 6(a).

(h) Taxes. Iveron has properly filed all federal, foreign, state, local and other tax returns and reports which are required to be filed by it. All such tax returns were true, correct and complete, and all taxes, interest and penalties due and payable as shown on such returns or claimed to be due by any taxing authority have been timely paid. All unpaid federal, foreign,



state, local and other taxes, fees, assessments, duties and other similar governmental charges payable by Iveron or which will, with the passage of time, become payable by Iveron (including interest and penalties) whether or not disputed (x) with respect to any period prior to December 31st, 2012 have been adequately reserved against in accordance with generally accepted accounting principles on the face of the Audited Balance Sheet, and (y) with respect to any period prior to December 31st, 2012 have been adequately reserved against in accordance with generally accepted accounting principles on the face of the Unaudited Balance Sheet. There are no outstanding waivers or extensions of time with respect to the assessment or audit of any tax or tax return of Iveron, or audits, examinations or claims now pending or matters under discussion with any taxing authority in respect of any tax of Iveron. Iveron has furnished to ECG true copies of the federal, foreign, state and local tax returns of Iveron for the fiscal years ended on December 31 for the years 2009 through 2011, which tax returns have been filed with the relevant taxing authorities. Iveron has not at any time consented to have the provisions of Section 341(f)(2) of the Code apply to it. All taxes to be collected or withheld by Iveron have been duly collected or withheld and any such amounts that were required to be remitted to any taxing authority have been duly remitted. There are no tax rulings, requests for ruling, closing agreements or changes of accounting method relating to Iveron that could affect its tax liability for any period after the Effective Time. There will not be includible in Iveron's gross income for a taxable period after the Effective Time any amount attributable to a prior tax period, as a result of any of the following methods of accounting: installment, completed contract, long-term contract, cash, or as a result of the application of Section 481 of the Code or comparable provisions of state, local or foreign tax law. For purposes of this Agreement, "tax" or "taxes" means taxes of any kind, levies or other like assessments, customs, duties, imposts, charges or, including, without limitation, income, gross receipts, ad valorem, value added, excise, real or personal property, asset, sales, use, license, payroll, transaction, capital, net worth and franchise taxes, estimated taxes, withholding, employment, social security, workers compensation, occupation or other governmental taxes imposed or payable to the United States, or any state, local, or foreign government or subdivision or agency thereof, and in each instance such term shall include any interest, penalties or additions to tax attributable to any such tax.

(i) Title to Properties; Absence of Encumbrances. Iveron has good and marketable title to or, in the case of leases and licenses, valid and subsisting leasehold interests or licenses in, all of its properties and assets of whatever kind (whether real or personal, tangible or intangible), including, without limitation, all properties and assets that are shown on the Audited Balance Sheet or the Unaudited Balance Sheet and to properties and assets that are shown on any schedule hereto, in each case free and clear of any and all liens, mortgages, pledges, security interests, restrictions, prior assignments, claims and encumbrances of any kind whatsoever, and except for liens for current taxes and assessments not yet due and payable (which Iveron will promptly pay when due if due prior to the Closing Date). All assets, properties and rights relating to Iveron's business are held by, and all agreements, obligations and transactions relating to Iveron's business have been entered into, incurred and conducted by, Iveron.



(j) Real and Personal Property. Schedule 2(a) hereto contains a complete and correct list of all real property (including buildings and structures) owned or leased by Iveron and all interests therein (including a brief description of the property, the record title holder, the location and the improvements thereon). To Iveron's knowledge, all such real property, buildings and structures, and the equipment therein, and the operations and maintenance thereof, comply with any applicable agreements and restrictive covenants and conform to all applicable legal requirements including those relating to the environment, health and safety, land use and zoning, and all work required to be done by Iveron as landlord or tenant has been duly performed. No condemnation or other proceeding is pending or, to the knowledge of Iveron, after due investigation, threatened, which would affect the use of any such property by Iveron. Schedule 2(j) hereto contains a complete and correct list and brief description of all equipment, machinery, computers, furniture, leasehold improvements, vehicles and other personal property owned or leased by Iveron and all interests therein. Iveron's buildings and other structures, equipment and other assets (whether leased or owned) are in good operating condition and repair, subject to ordinary wear and tear.

(k) Patents, Trademarks and Copyrights. A list and brief description of all trademarks, service marks, trade names, brands, copyrights and patents which are presently being used or have been used in Iveron's business, all applications for registration and registrations for such trademarks, copyrights and patents, and all mask works, trade secrets, confidential and proprietary information, compositions of matter, formulas, designs, proprietary rights, know-how and processes (all of the foregoing collectively hereinafter referred to as the "Proprietary Assets") and all licenses, contracts, rights and arrangements with respect to the foregoing, are set forth in Schedule 2(b) hereto. Iveron has furnished to ECG true and complete copies of each of the foregoing. Except as set forth in Schedule 2(b), Iveron owns the entire, unencumbered right, title and interest to all such properties free and clear of all claims, and, except as set forth in Schedule 2(b), no rights or licenses to others have been granted with respect to any of such properties. Except as set forth in Schedule 2(b), all filings and other action necessary to perfect the full legal right of Iveron in the United States to the foregoing have been effected. Except as set forth in Schedule 2(b), Iveron owns or possesses the right to use all the trademarks, service marks, trade names, brands, copyrights, patents, franchises, permits and licenses and rights with respect to the foregoing, necessary for the conduct of its business as now conducted, without any conflict with or infringement of the rights of others. Except as set forth in Schedule 2(b), Iveron has not received notice of any claimed conflict with respect to any of the foregoing. Iveron has no knowledge of any default or alleged default which with notice or lapse of time or both would constitute a default on the part of any party in the performance of any obligation to be performed or paid by any party under any licenses, contracts, agreements or arrangements referred to in or submitted as a part of Schedule 2(b). Iveron has taken, and until the Closing Date, Iveron will use its best efforts to take, all steps reasonably necessary to preserve its legal rights in, and the secrecy of, all its Proprietary Assets, except those for which disclosure is required for legitimate business or legal reasons. All intellectual property rights to all processes, systems and techniques



used by Iveron that were developed by any employee of Iveron engaged in research or product development while such employee was employed by Iveron have, by virtue of an invention assignment agreement, been assigned to Iveron. In addition, all intellectual property rights to all processes, systems and techniques used by Iveron or which Iveron currently intends to use in its business which were developed by any of its employees at any time have been assigned by such employees to Iveron.

(l) **Contracts, Leases and Commitments.** Iveron has furnished to ECG true copies of the material contracts, leases and commitments listed in Schedule 2(c) hereto, including summaries of the terms of any unwritten commitments. Except as set forth in Schedule 2(c):

(i) Iveron, and to the knowledge of Iveron, the other parties thereto, have complied in all material respects with such contracts, leases and commitments, all of which are valid and enforceable;

(ii) such contracts, leases and commitments are in full force and effect and there exists no event or condition which with or without notice or lapse of time would be a default thereunder, give rise to a right to accelerate or terminate any provision thereof or give rise to any lien, claim, encumbrance or restriction on any of the assets or properties of Iveron; and

(iii) all of such contracts, leases and commitments have been entered into on an arm's-length basis, and none is materially burdensome to Iveron's business. Iveron is not a party, nor is any of its assets or business subject, to any contract, lease or commitment not listed in Schedule 2(c) (including without limitation, purchase or sales commitments, financing or security agreements or guaranties, repurchase agreements, agency agreements, manufacturer's representative agreements, commission agreements, employment or collective bargaining agreements, pension, bonus or profit-sharing agreements, group insurance, medical or other fringe benefit plans, and leases of real or personal property), other than contracts terminable without penalty on not more than 30 days' notice that do not involve, individually or in the aggregate, the receipt or expenditure of more than \$50,000 in any one year. Iveron is engaged in no material disputes with customers or suppliers. To the knowledge of Iveron, no customer or supplier is considering termination, non-renewal or any adverse modification of its arrangements with Iveron, and Iveron has not received any written notice that the transactions contemplated by this Agreement would have a material adverse effect on Iveron's relationship with any of its suppliers or customers.

(m) **No Conflicts, Required Filings or Consents; Permits; Compliance with Laws.**

(i) The execution and delivery of this Agreement by Iveron does not, and the performance of this Agreement by Iveron will not, (A) conflict with or violate the Articles of Incorporation or By-Laws of Iveron, (B) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Iveron or by which its properties are bound or affected or (C)



result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or impair Iveron's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, any contracts material to the business of Iveron or result in the creation of a lien or encumbrance on any of the properties or assets of Iveron pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Iveron is a party or by which Iveron or its properties are bound or affected.

(ii) The execution and delivery of this Agreement by Iveron will not require any consent, approval, authorization or permit of, or filing with or notification to, any governmental entity, except (A) for applicable requirements, if any, of the Securities Act of 1933, as amended (the "Act"), the Exchange Act, the Blue Sky Laws and the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended and (B) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay consummation of the Merger, or otherwise prevent Iveron from performing its obligations under this Agreement.

(iii) Iveron holds the governmental licenses, permits and authorizations listed in Schedule 2(d) hereto. Except as set forth in Schedule 2(d), such licenses, permits and authorizations are valid and unimpaired, will be unaffected by a transfer of all of the Shares to ECG, and constitute all of the licenses, permits and authorizations required for the ownership or occupancy of its properties and assets and the operation of its business. Iveron's business is and has been operated in compliance therewith and all laws and regulations (federal, state, local and foreign) applicable to it, and all required reports and filings with governmental authorities have been properly made.

(n) *Employees.* Schedule 2(e) hereto contains a list of the names, office locations, compensation and years of credited service for severance, vacation and pension plan purposes of all full- and part-time employees of Iveron as at December 31st, 2012. Iveron does not know of any efforts within the last three years to attempt to organize Iveron's employees, and no strike or labor dispute involving Iveron has occurred during the last three years or, to the knowledge of Iveron, is threatened. No key employee of Iveron has indicated that he is considering terminating his employment. Iveron has complied with applicable wage and hour, equal employment, safety and other legal requirements relating to its employees.

(o) *Employee Benefit Plans.*

(i) Except as set forth on Schedule 2(f) hereto, neither Iveron nor any entity that would be deemed a "single employer" with Iveron under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (an "ERISA Affiliate") maintains, sponsors, contributes to, or has or has had an obligation to, or otherwise participated in or participates in or in any way, directly or indirectly,



has or has had any liability with respect to any "employee benefit plan," as defined in Section 3(3) of ERISA, or any other bonus, profit sharing, pension, deferred compensation, incentive, stock option, fringe benefit, health, welfare, change in control, or other plan, agreement, policy, trust fund, or arrangement, whether written or unwritten, insured or self-insured (each a "Plan"). None of Iveron, any ERISA Affiliate or any of their respective predecessors has ever contributed to, contributes to, has ever been required to contribute to, or otherwise participated in or participates in or in any way, directly or indirectly, has any liability with respect to any plan subject to Section 412 of the Code, Section 302 of ERISA or Title IV of ERISA, including, without limitation, any "multiemployer plan" (within the meaning of Sections (3)(37) or 4001(a)(3) of ERISA or Section 414(f) of the Code), or any single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA). No amounts payable under Iveron's 1994 Equity Incentive Plan will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code. The consummation of the transactions contemplated by this Agreement will not give rise to any liability of Iveron for severance pay or termination pay or accelerate the time of payment or vesting or increase the amount of compensation or benefits due to an employee, director, shareholder or beneficiary of Iveron (whether current, former or restricted) or their beneficiaries solely by reason of such transactions or by reason of a termination of employment following such transactions. No event, condition or circumstance exists that would prevent the amendment or termination of any Plan. Schedule 2(f) hereto contains a list of all Plans, benefits or perks of Iveron and a description of Iveron's severance pay policy. A copy of each such Plan has previously been delivered by Iveron to ECG.

(ii) With respect to each of the Plans on Schedule 2(f):

(A) each Plan intended to qualify under Section 401(a) of the Code has been qualified since its inception and has received a determination letter from the Internal Revenue Service ("IRS") to the effect that the Plan is qualified under Section 401 of the Code and any trust maintained pursuant thereto is exempt from federal income taxation under Section 501 of the Code and nothing has occurred or is expected to occur through the date of the Closing that caused or could cause the loss of such qualification or exemption or the imposition of any penalty or tax liability;

(B) all payments required by any Plan, any collective bargaining agreement or other agreement, or by law (including, without limitation, all contributions, insurance premiums, or other Iveron charges) with respect to all periods through the date of the Closing shall have been made prior to the Closing (on a pro rata basis where such payments are otherwise discretionary at year end) or provided for by Iveron as applicable, by full accruals as if all targets required by such Plan had been or will be met at maximum levels) on its financial statements;

(C) no claim, lawsuit, arbitration or other action has been threatened, asserted, instituted, or anticipated against the Plans (other than non-material routine claims for benefits,



and appeals of such claims), any trustee or fiduciaries thereof, Iveron, any ERISA Affiliate, any director, officer, or employee thereof, or any of the assets of any trust of the Plans;

(D) the Plan complies in all material respects and has been maintained and administered at all times in accordance with its terms and all applicable laws, rules and regulations, including, without limitation, ERISA and the Code;

(E) no "prohibited transaction," within the meaning of Section 4975 of the Code and Section 406 of ERISA, has occurred or is expected to occur with respect to the Plan (and the consummation of the transactions contemplated by this Agreement will not constitute or directly or indirectly result in a "prohibited transaction");

(F) no Plan is or is expected to be under audit or investigation by the IRS, Department of Labor, or any other governmental authority and no such completed audit, if any, has resulted in the imposition of any tax or penalty;

(G) with respect to each Plan that is funded mostly or partially through an insurance policy, neither Iveron nor any ERISA Affiliate has any liability in the nature of retroactive rate adjustment, loss sharing arrangement or other actual or contingent liability arising wholly or partially out of events occurring on or before the Closing.

(iii) Neither Iveron nor any ERISA Affiliate maintains, contributes to, or in any way provides for any benefits of any kind whatsoever (other than under Section 4980B of the Code, the Federal Social Security Act, or a plan qualified under Section 401(a) of the Code) to any current or future retiree or terminnee. Neither Iveron nor any ERISA Affiliate has any unfunded liabilities pursuant to any Plan that is not intended to be qualified under Section 401(a) of the Code.

(p) *Insurance.* Schedule 2(g) sets forth Iveron's general liability, fire and casualty insurance policies and liability insurance providing coverage in such amounts as is customary in the industry for a similar Iveron. Such policies are in full force and effect, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to replace any of its properties that might be damaged or destroyed.

(q) *Litigation.* Schedule 2(h) hereto contains a complete and correct list of all actions, suits, proceedings, claims or governmental investigations pending or, to the knowledge of Iveron, threatened against, Iveron or any of its assets, or, in connection with Iveron's business, or any of Iveron's officers, directors or employees. Except as set forth on Schedule 2(q) hereto, neither Iveron nor, in connection with Iveron's business, any of Iveron's officers, directors or employees is subject or party to any judgment, order, or other direction of or stipulation with any court or other governmental authority or tribunal, or in violation of any other legal requirements (as defined below), and Iveron does not know of any reasonable basis for a claim that such a violation exists. Iveron is unaware of any proposed legal requirement that might adversely affect



in any material respect the operation or prospects of Iveron's business. Notwithstanding the foregoing, Iveron is aware that there have been various proposals to enact federal and state laws directed at regulating Internet advertising.

(r) Environmental Matters. (i) Iveron's business, assets and properties are and have been operated and maintained in compliance with all applicable federal, state and local environmental protection laws and regulations (the "Environmental Laws"). No event has occurred or condition exists which, with or without the passage of time or the giving of notice, or both, would constitute a non-compliance by Iveron with, or a violation by Iveron of, the Environmental Laws. To Iveron's knowledge, no real property owned, leased, occupied or used by Iveron contains any underground storage tanks, asbestos, polychlorinated biphenyls, hazardous wastes or other hazardous substances, as such terms are defined in the Environmental Laws. To Iveron's knowledge, neither Iveron nor any of its predecessor companies has caused or permitted to exist, as a result of an intentional or unintentional act or omission, a disposal, discharge or release of solid wastes, hazardous wastes, pollutants or hazardous substances, as such terms are defined in the Environmental Laws, on or from any site which currently is or formerly was owned, leased, occupied or used by Iveron or any predecessor Iveron, except where such disposal, discharge or release was pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state and/or local governmental agency or otherwise in compliance with Environmental Laws.

(s) Restrictions on Business Activities.

Other than this Agreement, there is no material agreement, judgment, injunction, order or decree binding upon Iveron which has or could reasonably be expected to have the effect of prohibiting or impairing any material business of Iveron as currently conducted.

(t) Transactions with Affiliates. Except as set forth in Schedule 2(i) hereto and except for ordinary dealings with its employees, since December 31st, 2012 Iveron has had no direct or indirect dealings with any shareholder of Iveron or with any key employee of Iveron or with any of their affiliates, associates or relatives. Except as set forth in Schedule 2(i) and except for employment arrangements with its employees, Iveron has no obligation to or claim against any shareholder of Iveron or any key employee of Iveron, or any of their affiliates, associates or relatives, and no such person or entity has any obligation to or claim against Iveron. Schedule 2(i) reasonably describes the nature and extent of any products, services or benefits provided to Iveron by any such person or entity without a corresponding charge equal to the fair market value of such products, services or benefits. Neither the shareholders of Iveron, any key employee of Iveron, nor any of their affiliates, associates or relatives, has any direct or indirect interest of any kind in any business or entity which is competitive with Iveron.

(u) Books and Records. The books and records of Iveron are complete and correct in all material respects and have been maintained in accordance with good business practices. The



minute books of Iveron, as previously made available to ECG, contain complete and accurate records of all meetings and accurately reflect all other corporate action of the shareholders and board of directors of Iveron. The books and record of Iveron for the period from February 15, 1998 to the Closing Date have been delivered to ECG.

(v) **Improper Payments.** Iveron and its officers and agents have not made any illegal or improper payments to, or provided any illegal or improper benefit or inducement for, any governmental official, supplier, customer or other person, in an attempt to influence any such person to take or to refrain from taking any action relating to Iveron.

(w) **Officers and Directors; Bank Accounts, etc.** Schedule 2(j) hereto lists all officers, directors and fiduciaries of Iveron; all bank accounts and safe deposit boxes maintained by Iveron and all authorized signatories therefor, specifying their respective authority; and all credit cards under which employees of Iveron may incur liability, and the persons holding such cards. No person or entity holds any general or special power of attorney from Iveron.

(x) **Disclosure.** No representation, warranty or other written statement by Iveron herein or in any other of Iveron Documents or made in connection with Iveron Documents, contains or will contain an untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading. Iveron has no knowledge of any matter that could reasonably be expected to have a materially adverse effect on Iveron's business or prospects that has not been disclosed in writing to ECG.

(y) **Legends.** (i) Iveron, on behalf of each shareholder of Iveron, understands that the certificates evidencing the Merger Consideration will bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SUCH SECURITIES ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER."

(ii) The certificates shall not be required to bear such legend if an opinion of counsel reasonably satisfactory to ECG is delivered to ECG to the effect that neither the legend nor the restrictions on transfer contained in this Agreement are required to insure compliance with the Securities Act. ECG will bear the reasonable costs and expenses in connection with such opinion where such opinion relates to compliance with Rule 144 under the Securities Act. Whenever, pursuant to the preceding sentence, any certificate is no longer required to bear the foregoing legend, ECG may, and if requested by the holder thereof, shall, issue to the holder, at ECG's expense, a new certificate not bearing the foregoing legend.



3. Representations and Warranties of ECG. ECG hereby represents and warrants to Iveron that:

(a) Organization and Qualification.

(i) ECG is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to own, lease and operate its assets and properties and to conduct its business as it is now being conducted, except where the failure to be so organized, existing and in good standing or to have such power, authority and approvals would not have a material adverse effect on the business, results of operations or financial condition of ECG and its subsidiaries, taken as a whole (a "ECG Material Adverse Effect").

(ii) ECG has heretofore furnished to Iveron a complete and correct copy of ECG's Certificate of Incorporation and By-Laws, each as amended to date. Such Certificate of Incorporation and By-Laws are in full force and effect. ECG is not in violation of any of the provisions of its Certificate of Incorporation or By-Laws, except for any such violations as would not have a ECG Material Adverse Effect.

(b) Authority Relative to this Agreement.

(i) ECG has all necessary right, power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by ECG and the consummation by ECG of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of ECG, and no other corporate proceedings on the part of ECG are necessary to authorize this Agreement or to consummate the transactions so contemplated hereby. This Agreement has been duly and validly executed and delivered by ECG and, assuming the due authorization, execution and delivery of this Agreement by Iveron, constitutes a legal, valid and binding obligation of ECG.

(ii) The board of directors of ECG (A) has declared that this Agreement, the Merger and the other transactions contemplated hereby and thereby are advisable and in the best interests of the stockholders of ECG, (B) has authorized, approved and adopted this Agreement, the Merger and the other transactions contemplated hereby and thereby, and (C) has taken appropriate action, pursuant to Florida Law and Delaware Law, to cause the Merger to become effective at the Effective Time.

(c) No Conflict, Required Filings and Consents.

(i) The execution and delivery of this Agreement by ECG do not, and the performance of this Agreement by ECG will not, (A) conflict with or violate the Certificate of Incorporation or By-Laws of ECG or the Certificate of Incorporation or By-Laws of Iveron, (B) conflict with or



violate any law, rule, regulation, order, judgment or decree applicable to ECG or any of its subsidiaries or by which its or their respective properties are bound or affected or (C) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or impair ECG's or Iveron's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, any contracts material to the business of ECG taken as a whole or result in the creation of a lien or encumbrance on any of the properties or assets of ECG and Iveron pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which ECG is a party or by which ECG or its or any of their respective properties are bound or affected, except in any such case for any such breaches, defaults or other occurrences that would not have a ECG Material Adverse Effect.

(ii) The execution and delivery of this Agreement by ECG will not require any consent, approval, authorization or permit of, or filing with or notification to, any governmental entity except (A) for applicable requirements, if any, of the Securities Act, the Exchange Act, the Blue Sky Laws and the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended and (B) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay consummation of the Merger, or otherwise prevent ECG from performing their respective obligations under this Agreement, and would not have a ECG Material Adverse Effect.

(d) Capitalization. (i) The authorized capital stock of ECG as of December 31st, 2012, consisted of (1) 20,000,000 shares of common stock, par value \$.001 per share, of which 6,000,000 shares were issued and outstanding to key employees, officers and directors of ECG and 2,000,000 shares have been reserved for issuance pursuant to future grants under ECG's Stock Incentive Plan.

(ii) All of the outstanding shares of ECG's and Iveron's respective capital stock have been duly authorized and validly issued and are fully paid and non-assessable. The shares of ECG Common Stock to be issued in the Merger have been duly authorized and, when so issued in accordance with the terms hereof, such shares will be validly issued, fully paid and non-assessable and (assuming the due execution and accuracy of certificates or representations of the holders of Iveron's common stock in respect of the private placement rules of applicable securities laws) in compliance with all applicable securities laws.

(g) No Adverse Change. ECG has conducted its business in the ordinary course and there has not occurred any:

- (i) amendments or changes to the Certificate of Incorporation or By-Laws of ECG;
- (ii) material adverse change in the business, properties, assets, liabilities, commitments, earnings, financial condition or prospects of ECG;



(iii) damage or destruction to property or assets of ECG resulting in a loss or cost to ECG of more than \$50,000 in the aggregate, whether or not covered by insurance; or

(iv) act or omission which, if taken or omitted after the date of this Agreement and before the Closing would conflict with Section 7(a).

(h) Restrictions on Business Activities. Other than this Agreement, there is no material agreement, judgment, injunction, order or decree binding upon ECG which has or could reasonably be expected to have the effect of prohibiting or impairing any material business of ECG as currently conducted.

(i) Compliance, Permits. ECG and its subsidiaries hold all permits, licenses, easements, variances, exemptions, consents, certificates, orders and approvals from governmental authorities necessary for the operation of the business of ECG and its subsidiaries taken as a whole (collectively, the "ECG Permits"), except to the extent that failure to have any such ECG Permit would not have a ECG Material Adverse Effect. ECG and its subsidiaries are in compliance with the terms of the ECG Permits, except where the failure so to comply would not have a ECG Material Adverse Effect. Except for such conflicts, defaults and violations as have not had and would not have a ECG Material Adverse Effect, neither ECG nor any of its subsidiaries is in conflict with, or in default or violation of, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which ECG or any of its subsidiaries is a party or by which ECG or any of its subsidiaries or its or any of their respective properties is bound or affected.

(j) Liabilities. ECG does not have any liabilities (absolute, accrued, contingent or otherwise) of the type that are required to be disclosed in financial statements, including the notes thereto, prepared in accordance with GAAP which are, in the aggregate, material to the business, operations or financial condition of ECG and its subsidiaries taken as a whole.

(k) Litigation. There are no claims, actions, suits, proceedings or investigations pending or, to the knowledge of ECG, threatened against ECG or any of its subsidiaries, or any properties or rights of ECG or any of its subsidiaries, before any court, arbitrator or governmental entity that is reasonably likely to have a ECG Material Adverse Effect.

(l) Environmental Matters. ECG's business, assets and properties are and have been operated and maintained in compliance in all material respects with Environmental Laws. No event has occurred or condition exist which, with or without the passage of time or the giving of notice, or both, would constitute a material non-compliance by ECG with, or material violation by ECG of, the Environmental Laws. To the knowledge of ECG, no real property owned, leased, occupied or used by ECG contains any underground storage tanks, asbestos, polychlorinated biphenyls, hazardous wastes or other hazardous substances, as such terms are defined in the Environmental Laws. To the knowledge of ECG, neither ECG nor any of its predecessor



companies has caused or permitted to exist, as a result of an intentional or unintentional actor omission, a disposal, discharge or release of solid wastes, hazardous wastes, pollutants or hazardous substances, as such terms are defined in the Environmental Laws, on or from any site which currently is or formerly was owned, leased, occupied or used by ECG or any predecessor Iveron, except where such disposal, discharge or release was pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state and/or local governmental agency or otherwise in compliance with Environmental Laws

4. Covenants of Iveron. Iveron covenants and agrees that between the date hereof and the Effective Time:

(a) Actions. Iveron will not voluntarily take any action that would cause any of the representations and warranties made by it in Iveron Documents not to be true and correct in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(b) Access by ECG. ECG and its representatives and advisers shall have free and full access during normal business hours to Iveron's assets, premises, books and records, key employees and accountants and the work papers of Iveron's accountants relating to the Audited Financials and the Unaudited Financials, respectively, and Iveron shall furnish ECG with such information and copies of such documents as ECG may reasonably request. Iveron shall promptly furnish to ECG all financial statements of Iveron that are prepared in the ordinary course of business, including without limitation monthly reports of sales, revenue and cash flow and quarterly balance sheets.

(c) Conduct of Business. The business of Iveron shall be conducted only in the ordinary course, consistent with the present conduct of its business, and Iveron shall use commercially reasonable efforts to maintain, preserve and protect the assets and goodwill of Iveron. Iveron shall not, without the prior written consent of ECG, take or commit to take any of following actions:

(i) amend its By-Laws or Articles of Incorporation,

(ii) issue any additional shares of capital stock or issue, sell or grant any option or right to acquire or otherwise dispose of any of its authorized but unissued capital stock or other corporate securities,

(iii) declare or pay any dividends or make any other distribution in cash or property on its capital stock,

(iv) repurchase or redeem any shares of its capital stock,



(v) incur, or perform, pay or otherwise discharge, any obligation or liability (absolute or contingent), except for current obligations and liabilities incurred in the ordinary course of business consistent with past practice,

(vi) enter into any employment agreement with or increase the compensation or benefits of, any of its officers, directors or employees, or grant any severance pay or termination or establish, adopt or enter into any Plan,

(vii) sell, transfer or acquire any properties or assets, tangible or intangible, other than in the ordinary course of business,

(viii) make any material changes in its customary method of operations, including marketing, selling and pricing policies and maintenance of business premises, fixtures, furniture and equipment,

(ix) modify, amend or cancel any of its existing leases or enter into any contracts, agreements, leases or understandings other than in the ordinary course of business or enter into any loan agreements,

(x) make any investments other than in certificates of deposit or short-term commercial paper, or

(xi) take any other action that would cause any of the representations and warranties made by Iveron in Iveron Documents not to be true and correct in all material respects on and as of the Effective Time with the same force and effect as if such representations and warranties had been made on and as of the Effective Time.

(d) Notification of Certain Matters. Iveron shall give prompt notice to ECG of (i) the occurrence, or non-occurrence, of any event the occurrence, or non-occurrence, of which would be likely to cause any representation or warranty contained in this Agreement to be untrue or inaccurate and (ii) any failure of Iveron materially to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 4(d) shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

(e) Termination of Agreements. Iveron shall cause all provisions of all purchase agreements, stockholder agreements, registration rights agreements, investors' rights agreements, co-sale agreements, rights of first refusal, and similar agreements between any shareholder of Iveron and Iveron to terminate and be of no further force and effect upon consummation of the Closing. A list of such agreements is set forth on Schedule 4(e) hereto.

(f) Further Action. Upon the terms and subject to the conditions hereof, Iveron shall use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done,



all other things necessary, proper, or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to obtain in a timely manner all necessary waivers, consents, and approvals and to effect all necessary registrations and filings.

(g) *Public Announcements.* Iveron shall consult with ECG before issuing any further press release or otherwise making any public statements with respect to the Merger and it shall not issue any such press release or make any such public statement, except as may be required by law, without the prior consent of ECG.

(h) *Government Compliance.* Iveron agrees promptly to file all necessary registrations, filings, applications, and submissions of information required or requested by governmental authorities.

(i) *Tax Free Reorganization.* Iveron agrees to use reasonable commercial efforts to cause the Merger to be treated as an organization within the meaning of Section 368 of the Code, including, but not limited to, the execution of tax representation certificates documenting the facts associated with the Merger which support a conclusion that Merger will be treated as a reorganization within the meaning of Section 368 of the Code, and will not (either before or after consummation of the Merger) take any actions which could prevent the Merger from being treated as a reorganization within the meaning of Section 368 of the Code.

5. Covenants of ECG.

(a) *Actions.* ECG covenants and agrees that between the date hereof and the Effective Time, ECG will not take any action which would cause any of the representations and warranties made by it herein not to be true and correct in all material respects on and as of the Effective Time with the same force and effect as if such representations and warranties had been made on and as of the Effective Time.

(b) *Notification of Certain Matters.* ECG shall give prompt notice to Iveron of (i) the occurrence, or non-occurrence, of any event the occurrence, or non-occurrence, of which would be likely to cause any representation or warranty contained in this Agreement to be untrue or inaccurate and (ii) any failure of ECG materially to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5(b) shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

(c) *Further Action.* Upon the terms and subject to the conditions hereof, and subject to the exercise by the board of directors of ECG of their fiduciary obligations, ECG shall use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all other things necessary, proper, or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to obtain in a timely manner all necessary waivers, consents, and approvals and to effect all necessary registrations and filings.



(d) Public Announcements. ECG shall consult with Iveron before issuing any further press release or otherwise making any public statements with respect to the Merger and neither shall issue any such press release or make any such public statement, except as may be required by law, without the prior consent of Iveron.

(e) Government Compliance. ECG agrees promptly to effect, all necessary registrations, filings, applications, and submissions of information required or requested by governmental authorities.

(g) Tax Free Reorganization. ECG agrees to use reasonable commercial efforts to cause the Merger to be treated as a reorganization within the meaning of Section 368 of the Code, including, but not limited to, the execution of tax representation certificates documenting the facts associated with the Merger which support a conclusion that Merger will be treated as are organization within the meaning of Section 368 of the Code, and will not(either before or after consummation of the Merger) take any actions which could prevent the Merger from being treated as a reorganization within the meaning of Section 368 of the Code.

6. Restrictive Covenant; Confidentiality. (i) Iveron shall never use or divulge any trade secrets, customer or supplier lists, pricing information, marketing arrangements or strategies, business plans, internal performance statistics, training manuals or other information concerning ECG or its affiliates that is competitively sensitive or confidential; provided, however, that this prohibition shall not apply to any information that (A) is publicly available as of the date hereof, (B) becomes publicly available other than as a result of prohibited disclosure by Iveron, (C) is disclosed to Iveron by any person or entity that is not subject to any confidentiality restrictions imposed by ECG or (D) Iveron is required to disclose by law or by order of any court of competent jurisdiction, but, in the case of (D), Iveron shall first give ECG notice of such law or court order and an opportunity to object, if permitted by such law or court order. Because the breach or attempted or threatened breach of this restrictive covenant will result in immediate and irreparable injury to ECG for which ECG will not have an adequate remedy at law, ECG shall be entitled, in addition to all other remedies, to a decree of specific performance of this covenant and to a temporary and permanent injunction enjoining such breach, without posting bond or furnishing similar security. The provisions of this Section 9 are in addition to and independent of any agreements or covenants contained in any employment, consulting or other agreement between ECG and any shareholder of Iveron.

(ii) To the extent that any of the information furnished to Iveron would constitute material, nonpublic information for purposes of the Securities Exchange Act of 1934, as amended, Iveron covenants that it will not engage in any purchase or sale of ECG's securities while in possession of such information and prior to the time that such information is made generally known to the public and that Iveron shall inform its agents and representatives, who have been given access to such material, nonpublic information, of such requirements. The obligations in this Section 9 shall survive termination of this Agreement.



7. Brokers. Each party represents to the other that it has had no dealings with any broker or finder in connection with the transactions contemplated by this Agreement. Should any claim be made for a broker's, finder's or similar fee, on account of any actions or dealings by a party or its agents, such party shall indemnify and hold the other party harmless from and against any and all liability and expenses, including reasonable attorneys' fees incurred by reason of any claim made by such broker.

8. Indemnification by the shareholders of Iveron. To the extent solely of the shares of ECG Common Stock deposited in the Escrow Indemnity Account, each shareholder of Iveron shall severally, and not jointly, and only in proportion to such shareholder's pro-rata share of ownership of Iveron immediately preceding the Closing Date, indemnify, defend and hold harmless ECG, promptly upon demand at any time and from time to time, against any and all losses, liabilities, claims, actions, damages and expenses (including without limitation, reasonable attorneys' fees and disbursements) (collectively, "Losses"), arising out of or in connection with any of the following: (i) any material misrepresentation or breach of any warranty made by Iveron or any shareholder of Iveron in any of Iveron Documents; (ii) any material breach or nonfulfillment of any covenant or agreement made by Iveron or any shareholder of Iveron in any of Iveron Documents; or (iii) the claims of any broker or finder engaged by Iveron or any shareholder of Iveron.

9. Indemnification by ECG. ECG shall indemnify, defend and hold harmless the shareholders of Iveron, promptly upon demand at any time and from time to time, against any and all Losses arising out of or in connection with any of the following: (i) any misrepresentation or breach of any warranty made by ECG herein; (ii) any breach or nonfulfillment of any covenant or agreement made by ECG herein; and (iii) the claims of any broker or finder engaged by ECG.

10. Further Provisions Regarding Indemnification.

(a) Survival. All representations, warranties, indemnities, covenants and agreements made by Iveron or the shareholders of Iveron in Iveron Documents or by ECG herein shall survive the Closing for a period of one year after the Effective Date, notwithstanding any examination or investigation made by or for any party.

(b) Limitations. Notwithstanding the foregoing,

(i) the indemnification provided for in Section 11 above shall be paid solely out of the shares of ECG Common Stock held in the Escrow Indemnity Account in accordance with Section 13(d) below and the Escrow Indemnity Agreement and such indemnification shall be the exclusive remedy of ECG with respect to claims for Losses.

(ii) the indemnification provided for in Section 12 above shall be limited to an amount equal to ten percent (10%) of the Merger Consideration.



(iii) the indemnification provided for in Sections 11 and 12 above shall not be required unless and until the total amount of Losses otherwise subject to indemnification under Sections 11 and 12 exceeds an aggregate amount of fifty thousand dollars (\$50,000), in which event the indemnified party or parties will be entitled to indemnification for the full amount of their Losses; and

(iv) neither Iveron nor any shareholder of Iveron, on the one hand, nor ECG, on the other (such shareholders, on the one hand, and ECG on the other, each is sometimes hereinafter referred to in this Section 13 as a "party") shall be entitled to indemnification for Losses arising out of matters referred to in Sections 11 or 12, as applicable, unless it shall have given written notice to the other party, setting forth its claim for indemnification in reasonable detail, within one year after the Closing Date; provided, however, that the foregoing limitations on each party's indemnification obligation shall not apply to Losses arising out of or in connection with any material misrepresentation made in Section 2(c), Section 10 and Paragraph (a) of the Letter Agreement of the Shareholders of Iveron attached as Exhibit G hereto.

(v) An indemnified party shall promptly give written notice to the indemnifying party after the indemnified party has knowledge that any legal proceeding has been instituted or any claim has been asserted in respect of which indemnification may be sought under the provisions of Sections 11 or 12. If the indemnifying party, within 10 days after the indemnified party has given such notice (or within such shorter period of time as an answer or other responsive motion may be required), shall have acknowledged in writing his or its obligation to indemnify and shall have furnished to the indemnified party a bond, letter of credit, escrow or similar arrangement in an amount equal to the total amount demanded in such claim or proceeding, then the indemnifying party shall have the right to control the defense of such claim or proceeding, and the indemnified party shall not settle or compromise such claim or proceeding without the written consent of the indemnifying party. The indemnified party may in any event participate in any such defense with his or its own counsel and at his or its own expense.

(vi) The indemnified party shall be kept fully informed by the indemnifying party of such action, suit or proceeding at all stages thereof, whether or not it is represented by counsel. The indemnifying party shall, at the indemnifying party's expense, make available to the indemnified party and its attorneys and accountants all books and records of the indemnifying party relating to such proceedings or litigation, and the parties hereto agree to render to each other such assistance as they may reasonably require of each other in order to ensure the proper and adequate defense of any such action, suit or proceeding.

(c) Escrow Indemnity Procedures. Notwithstanding the foregoing and in accordance with the provisions of the Escrow Indemnity Agreement, Iveron shall from time to time, direct the Escrow Agent to deliver to ECG the number of shares of ECG Common Stock having a value equal to the Losses of ECG as to which ECG is entitled to be indemnified pursuant to Section 11 above, all as more specifically set forth in the Escrow Indemnity Agreement. For



purposes of this Section 13(c), the value of ECG Common Stock shall be the value on the Closing Date.

11. Further Assurances. The parties shall cooperate and take such actions, and execute such other documents, at the Closing or subsequently, as either may reasonably request in order to carry out the provisions or purpose of this Agreement.

12. Notices. All notices or other communications in connection with this Agreement shall be in writing and shall be considered given when personally delivered or when mailed by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier as follows:

If to Iveron :

Iveron Materials, Inc.
c/o Cristian Toma
1846 Carillon Park Dr.
Oviedo, FL 32765

If to ECG:

Eco-Convergence Group Inc.
c/o Robert Ramsey
1846 Carillon Park Dr.
Oviedo, FL 32765

13. Termination. (i) This Agreement may be terminated at any time prior to the Effective Date by action by the respective Boards of Directors of Iveron and ECG by mutual written consent of Iveron and ECG, or

(ii) This Agreement shall terminate if the Merger shall have not been declared effective and consummated by February 28th, 2013.

14. Entire Agreement. This Agreement (which includes the schedules and exhibits hereto) sets forth the parties' final and entire agreement with respect to its subject matter and supersedes any and all prior understandings and agreements. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by a written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, change or waiver is sought.

15. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns; provided, however, that neither this Agreement nor any right or



obligation hereunder may be assigned or transferred, except that ECG or Iveron may assign this Agreement and its rights hereunder to any direct or indirect wholly-owned subsidiary of ECG.

16. Paragraph Headings. The paragraph or section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. Other Discussions. Unless this Agreement shall have been terminated, Iveron (nor any representatives of Iveron) shall not, directly or indirectly, initiate, solicit, encourage, consider, entertain or otherwise consider any other offers for or inquiries about or hold discussions with any person regarding, the acquisition of any assets or capital stock of Iveron . Iveron (nor any representatives of Iveron) will not, directly or indirectly, engage in any negotiations concerning, to provide any confidential information or data to, or have any discussions with, any person relating to the acquisition of any assets or capital stock of Iveron , whether initiated before or after this Agreement. Iveron (and any representatives of Iveron) will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any parties conducted heretofore with respect to the acquisition of any assets or capital stock of Iveron. Iveron will notify ECG immediately of any such inquiries, proposals or negotiations and the name of such person and the material terms and conditions of any proposals or offers.

18. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be illegal, invalid or unenforceable, and such illegality, invalidity or unenforceability shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

19. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the internal law of the State of Florida (without reference to its rules as to conflicts of law). The state courts of the State of Florida and, if the jurisdictional prerequisites exist at the time, the United States District Court for the Middle District of Florida, shall have sole and exclusive jurisdictions to hear and determine any dispute or controversy arising under or concerning this Agreement. In any action or proceeding concerning such dispute or controversy, the parties consent to jurisdiction and waive personal service of any summons, complaint or other process; a summons or complaint in any such action or proceeding may be served by mail in accordance with Section 12.

20. Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties have duly executed this Agreement
on the date first above written.

IVERON MATERIALS, INC.

By:

Name: Cristian Toma

Title: President

ECO CONVERGENCE GROUP, INC.

By:

Name: Robert Ramsey

Title: CEO



Schedule 1(a) (the "Iveron Ownership Table")

Name	Number of Shares Issued	Percentage Ownership
Cristian Toma	588	36.50%
Cristian Ivanescu	588	36.50%
R. W. Vine	114	7.08%
Weiliang Gong	97	6.02%
Werner Lutze	97	6.02%
Ian Pegg	97	6.02%
Maxymilian Eisner	30	1.86%
Total Shares Issued	1,611	100.00%

Schedule 1(b) ECG Directors and Officers

Cristian Ivanescu – Chief Strategy Officer

Robert Ramsey - co-CEO

Robert Knechtel - Secretary

Cristian Toma – co-CEO



Schedule 2(a), Iveron Real and Personal Property

None.

Schedule 2(b). Iveron Patents and Trademarks

None.

Schedule 2(c). Contracts, Leases, Commitments

1. Geopolymer LLC Exclusive Manufacturer Representative Agreement of 2/15/2011 and related Amendments dated 2/22/2011, 3/5/2011, and 1/6/2012.
2. RoeTaly LLC Exclusive Manufacturer Agreement of 3/28/2011 and related Amendments, dated 9/11/2011, 1/5/2012, and 1/6/2012.
3. Rolin Inc. Compensation Agreement of 4/3/2009, and related Amendments dated 2/15/2011 and 2/17/2011.

Schedule 2(d). Governmental licenses, permits and authorizations

None.

Schedule 2(e). Employees

None.

Schedule 2(f). Employee Benefit Plans

None.

Schedule 2(g). Insurance

None.

Schedule 2(h). Litigation

None.

Schedule 2(i). Transactions with Affiliates

None.

Schedule 2(j). Iveron Officers

Cristian Toma – President and CEO